

**MANHEIM TOWNSHIP SCHOOL DISTRICT  
— SUPERINTENDENT CONTRACT —**

This Superintendent Contract ("Agreement") is made April 15, 2004, effective July 12, 2004, by and between Manheim Township School District and Kevin Singer.

Background.

The Board of School Directors, pursuant to the provisions of Section 1073(a) of the Public School Code, at a meeting duly and properly held on April 15, 2004, appointed and elected, under the provisions of this Agreement, Kevin Singer as superintendent of Manheim Township School District for a term commencing July 12, 2004, and ending June 30, 2009. Kevin Singer has agreed to accept said appointment and election as superintendent of Manheim Township School District.

Manheim Township School District (the "School District") and Kevin Singer (the "Superintendent"), intending this Agreement to be an instrument under seal by which they are legally bound, have entered into this Agreement and agree as follows:

1. Employment Term. School District employs Superintendent as superintendent of School District for a term commencing July 12, 2004 and ending June 30, 2009. Superintendent accepts such employment. School District may, with the consent and approval of the Superintendent, extend the term of this Agreement as permitted by state law.
2. Salary. Superintendent shall be paid
  - (a) through June 30, 2005, at an annualized rate of \$170,000 per year.
  - (b) The salary may be increased from time to time as the Board of School Directors shall determine to be appropriate. Superintendent's salary, as originally or hereafter established, shall not be decreased except as permitted under the provisions of the Public School Code of 1949 as now or hereafter amended (the "School Code").
  - (c) Superintendent's salary shall be paid in equal installments in accordance with School District's policies governing payment to professional employees and administrators employed on a twelve month basis.
3. Benefits. Except as provided in this Agreement, Superintendent shall receive the same fringe benefits provided to other administrators of School District. Notwithstanding and without limiting the foregoing, Superintendent shall be

entitled to the benefits available to "administrators" as itemized on the attached Exhibit "A" and to the following benefits:

(a) Meetings, Conferences, Conventions and Seminars.

- (i) Superintendent shall devote Superintendent's time, attention, and energy to the direction, administration, and supervision of School District. School District's Board of School Directors, however, encourages the continued professional growth of Superintendent through Superintendent's active attendance at and participation in appropriate professional meetings and/or conventions at the local, regional, state and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of Superintendent to perform Superintendent's professional responsibilities for School District.
- (ii) Subject to School District's policies, School District shall: (A) provide a reasonable amount of release time for Superintendent's attendance at such meetings, conferences, conventions and seminars, and (B) reimburse Superintendent for costs reasonably and necessarily incurred to attend and participate in such meetings, conferences, conventions and seminars. Superintendent's attendance at professional meetings outside of Pennsylvania on School District time shall be limited to two per annum, except with the prior consent of the Board of School Directors.
- (iii) Provided that they do not conflict or interfere with his professional responsibilities to School District, Superintendent may attend up to two ERDI conferences per year on School District time. Superintendent will not be reimbursed for his expenses to attend these conferences, but he may retain any stipend or honoraria that may be provided to him by ERDI.

- (b) Memberships. Superintendent is encouraged to participate in community and civic affairs. School District shall pay directly, or reimburse Superin-

tendent for payment of, membership fees and other costs for membership in service or community organizations in connection with his employment.

- (c) Payment for Accrued Vacation. Superintendent's accrued but unused leave shall carry over from year to year without limit. Upon termination of employment, Superintendent shall be paid by School District for all unused, accrued vacation days. Such payment shall be based upon Superintendent's average per diem salary rate (1/260th) in effect for the period during which he was employed by School District. This subparagraph (c) supersedes any contrary provision on the attached Exhibit "A."
- (d) Hospital/Major Medical Benefits. Superintendent, following termination of employment, may elect to pay for and 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 Superintendent's employment as and when there are changes in the hospitalization/major medical benefits which School District provides to administrators who are then employed by School District. Superintendent's spouse may also be covered if included on the date of termination of Superintendent's employment. Coverage (i) for Superintendent may be continued until Superintendent is eligible for Medicare benefits and (ii) for Superintendent's spouse may be continued until the earlier of (A) the date on which coverage for Superintendent terminates or (B) the date on which Superintendent's spouse is eligible for Medicare benefits. The entire cost for all such coverages shall be paid for by Superintendent. This subparagraph (d) supersedes any contrary provision on the attached Exhibit "A." The provisions of this subparagraph (d) shall be void, and no hospitalization/major medical benefits shall be provided to Superintendent and/or his spouse, if he is discharged for cause or if he, except for reasons related to his health, resigns or retires prior to June 30, 2009.
- (e) Moving Expenses. School District will either reimburse or pay directly, at its election, the actual and reasonable cost incurred by Superintendent to: (i) pack, transport and deliver his family's household goods from their current home in Texas to Manheim Township; and (ii) make up to two visits to Manheim Township, with his wife, for house hunting (including lodging and plane tickets for two people). In addition to the amounts reimbursed or paid as provided in the immediately preceding sentence, School District also will pay \$20,000 to Superintendent as a moving allowance to assist Superintendent with reimbursement for his other moving and relocation

expenses, to include without limitation commissions payable to realtors to sell his home in Texas and purchase a replacement home in Pennsylvania, settlement costs for each transaction, and points charged and other costs to acquire financing for the purchase.

(f) Miscellaneous. Nothing contained in this Agreement shall preclude School District from providing additional benefits to Superintendent.

4. Legal Qualifications. Superintendent represents and warrants that he possesses, or by the effective date of this Agreement will possess, all of the qualifications that are required by law to serve as superintendent of School District. The election and appointment of Superintendent by School District and his employment under this Agreement are conditioned upon (a) the issuance to him of a commission as required by law and (b) his taking the required oath of office before entering upon his duties. Superintendent shall maintain throughout the term of this Agreement a valid and current commission or other legal credentials as may be required by law.
5. Duties. During the term of this Agreement, Superintendent shall serve as School District's chief administrative officer and shall perform the duties of a school district superintendent in a competent and professional manner in accordance with (a) the laws of the Commonwealth of Pennsylvania, (b) the policies of School District and (c) the provisions of this Agreement. Among other things, Superintendent shall have the right and obligation to make recommendations to the Board of School Directors with regard to employment, suspension and discharge of administrative, professional and non-professional employees. All duties assigned to Superintendent by School District shall be appropriate to and consistent with the professional role and responsibility of a school district superintendent. Superintendent cannot be reassigned from the position of superintendent to another position without Superintendent's express written consent; provided, however, that the Board may suspend Superintendent with or without pay in accordance with applicable law. Subject to the provisions of this Agreement, Superintendent shall during the term of this Agreement devote his entire working time, skill, labor and attention to his employment as superintendent of School District; provided, however, that Superintendent may undertake consultation work, speaking engagements, writing, lecturing, or other professional duties and obligations (for example, an annual school district audit) that do not conflict or interfere with Superintendent's professional responsibilities to School District. Superintendent may use vacation time or non-duty time (not to exceed the five days per year designated for this purpose) to perform the foregoing work, duties or obligations for third parties and, thus, may accept and retain compensation received for such.

6. Performance Evaluation. The Board of School Directors shall annually assess and evaluate Superintendent's performance. The evaluation and performance assessments shall be conducted in a private session limited to members of the Board of School Directors and Superintendent. The evaluation and performance assessment of Superintendent shall (a) be based upon goals and objectives to be jointly established by Superintendent and the Board of School Directors and (b) be in writing. In the event the Board of School Directors deems that the evaluation instrument, format and/or procedure is to be modified by the Board of School Directors and such modifications would require new or different performance expectations, Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.
  
7. Discharge for Cause. Superintendent may be discharged for cause in accordance with the provisions of Section 1080 of the School Code. "Cause" shall be deemed to include, in addition to the matters specified in Section 1080 of the School Code, any physical or medical condition which renders Superintendent unable to perform his duties under this Agreement. The determination that a physical or mental condition exists which renders Superintendent unable to perform his duties shall in no event occur absent a medical determination that the physical or mental condition shall be in effect for not less than a continuous sixty (60) days' period. The final determination that a physical or mental condition exists which renders Superintendent unable to perform his duties shall not be made prior to the conclusion of the initial sixty (60) days' period of such disability and Superintendent shall be given an opportunity to respond to the Board's suggestion that his physical or mental condition renders him unable to perform his duties under this Agreement. In the event this Agreement is terminated for "cause," Superintendent shall be afforded all the rights as set forth in School District's policies, and state and federal law.
  
8. Medical Examination. Superintendent shall have an annual comprehensive medical examination and Superintendent shall cause his physician to certify to the President of the Board of School Directors (which certification shall be held in confidence) that he is physically able and mentally competent to discharge his duties as Superintendent. The cost of said examination shall be borne by School District.
  
9. Residence. Superintendent shall, during the term of this Agreement, maintain his residence within Manheim Township.
  
10. Indemnification. In accordance with, and subject to, the provisions of the Pennsylvania Political Subdivision Tort Claims Act, 42 Pa.C.S.A. Section 8501 et

seq., School District shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent and arising by reason of any alleged act or omission which was within, or which Superintendent reasonably believed was within, the scope of his office or duties.

11. Conflicts. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of School District's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of School District's policies or any such permissive law during the term of the Agreement.
  
12. Miscellaneous. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining portions of this Agreement shall continue in effect as if such invalid or unenforceable provision had been omitted. This Agreement sets forth the entire understanding of School District and Superintendent with respect to the subject matter of this Agreement and supersedes and replaces all prior representations, discussions or understandings relating to the subject matter of this Agreement.

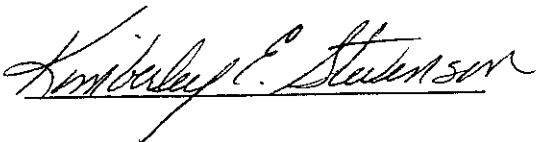
The captions at the head of the paragraphs of this Agreement are for convenience only and shall not alter or affect the provisions of this Agreement.

MANHEIM TOWNSHIP SCHOOL DISTRICT

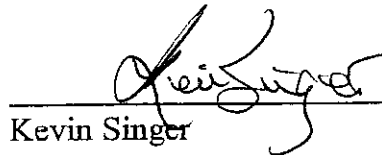


James R. Adams, President, Board of School Directors

Witness:



SUPERINTENDENT

  
Kevin Singer

MANHEIM TOWNSHIP SCHOOL DISTRICT  
COMPENSATION BENEFITS FOR ADMINISTRATORS

The purpose of this document is to confirm the agreement between the Manheim Township School District Board of School Directors and the administrative staff of the School District, and to enumerate and state the benefits available to the administrative staff.

Identification of Administrators

For the purpose of this document the term administrator includes and is limited to, all principals and assistant principals of the high school, middle school, and elementary schools, Directors of financial affairs; administrative services; pupil services; informational technology; facilities and assistant superintendent(s) and other persons designated as administrators at the time of hire.

Salary Compensation

Salaries for administrators shall be determined by the application of the Administrative Compensation Plan to the existing salary levels for each position. The Board of School Directors will conduct a market-place survey annually to determine whether adjustments to the various ranges are necessary.

District Negotiations Agreement

The School District shall provide to administrators all of the benefits stated in any Negotiations Agreement between the Manheim Township School District and the Manheim Township Education Association as those benefits would apply to the teaching staff.

Annual Vacation Leave

All administrators will receive 20 days of vacation leave per year beginning with the first year of employment. After the twenty-fifth year of service, an administrator will be entitled to 25 days of vacation leave. No more than 25 days of unused leave may be carried over from one year to the next.

Paid Holidays

All administrators are entitled to the following 11 holidays in addition to the annual vacation leave as defined by board policy:

New Year's Day  
Good Friday  
Easter Monday  
Memorial Day  
Independence Day

Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day Two (2) additional days  
between Christmas and New Year's Day

### Sick Leave

All administrators will receive one sick day per month worked, to a maximum of 12 annually. Any unused days will be cumulative without limit.

### Personal Leave

Additional personal leave (with or without pay) may be granted to administrators at the discretion of the superintendent.

### Medical, Dental, Vision Insurance and Unreimbursed Medical

The cost of the premiums for medical and dental insurance for both the administrator and the administrator's dependents shall be paid by the School District. (For specific coverage details see the Plan Document booklet.)

In addition, the district provides reimbursement for vision examinations and corrective services and devices for the employee and dependents up to \$200.00 per year.

### Annual Physical Examination

An annual physical examination for all administrators shall be provided at district expense. (For specific coverage details see the Plan Document booklet.)

### Reserve Discretionary Fund

This fund will provide \$1,000 per administrator per calendar year, which may be used for excess health care costs, vision/dental care costs, and prescription medicines and or health club memberships for administrator only not covered in the medical plan.

### Life Insurance

Life insurance coverage equal to twice the annual salary shall be provided for all administrators.

### Long-term Disability Insurance

### Tuition Reimbursement

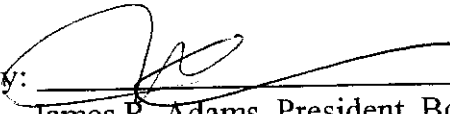
Administrators taking courses will have 100% of the cost of the tuition reimbursed as soon as evidence of payment is presented. There is no limit to the number of credits that may be taken per year.

### Dues for Professional Organizations

Dues for professional organizations, relevant to their positions, shall be paid by the School District.

Manheim Township School District and Kevin Singer hereby confirm that Exhibit "A" to the Superintendent Contract consists of three pages, i.e., the pages which are attached to the signed Superintendent Contract, plus the attached page relating to retirement benefits.

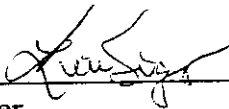
MANHEIM TOWNSHIP SCHOOL DISTRICT

By:   
James R. Adams, President, Board of School Directors

Witness:

  
Kathleen E Arnold

SUPERINTENDENT

  
Kevin Singer

## Retirement Benefits

For administrators who have reached the age of 55 and are retiring with at least ten years of administrative service in Manheim Township School District, the following benefits shall be in effect:

A retirement stipend of \$12,000 shall be provided. In addition, up to 100 unused sick days may be redeemed at a value of \$100.00 per day, the total amount to be added to the retirement stipend.

The employee's life insurance policy will be continued until age 65. This policy will be reduced to \$25,000 between the ages of 65 and 70.

Page 3 of Exhibit "A"  
attached to  
Superintendent Contract between  
Manheim Township School District  
and Kevin Singer