



(c) suggesting rules, regulations and procedures deemed necessary for the efficient and proper operation of the District;

(d) setting yearly objectives for the District consistent with the direction and priorities established by the Board of School Directors;

(e) establishing and maintaining effective procedures and controls for expenditures of all District funds in accordance with the annual District budget, subject to the direction and approval of the Board of School Directors;

(f) involving the Board of School Directors in the preparation of the annual budget in sufficient time to permit meaningful input by the Board of School Directors;

(g) providing the members of the Board of School Directors with information pertinent to their legislative roles;

(h) preparing and submitting to the Board of School Directors all matters requiring legal action;

(i) attending, unless absent because of illness or disability or approved absence, all meetings of the Board of School Directors as may be required from time to time, and submitting a formal Superintendent's report at each regular meeting at which he is present; and

(j) informing the Board of School Directors as to the operation of the school system and making recommendations for the more efficient operation thereof.

3. Compensation and Benefits.

(a) In consideration of the performance by Dr. George of his duties as District Superintendent, the salary payable to Dr. George for the first year of service (July 1, 2006 through June 30, 2007) shall be One Hundred Eighteen Thousand Dollars (\$118,000), to be paid in installments in accordance with the policy of the Board of School Directors governing payment of salary to other administrative members of the professional staff. The parties agree annually to review and adjust the salary and benefits to be provided for Dr. George during the

term of this Contract, provided that any salary adjustment does not reduce the annual salary in effect at any given time. Any adjustment in the salary made during the term of this Contract shall constitute an amendment of this Contract which shall become a part hereof. In making any such amendment, it shall not be considered that the District has entered into a new Contract with Dr. George or that the term of this Contract has been extended. However, the District may, by specified action, extend the term of this Contract, if the same is agreeable to the parties and is permitted by law.

(b) Dr. George shall be entitled to the greater of the benefits specified in this Contract or those benefits provided other administrative members of the professional staff. The benefits currently provided to other administrative members of the professional staff are described in the District's Management Team Benefits (see the attached Exhibit "A").

(c) The District shall reimburse Dr. George for costs reasonably and necessarily incurred to attend and participate in meetings, conferences, conventions and seminars related to the duties of his position or the education program of the District.

4. Administration. The Board of School Directors acknowledges that Dr. George shall be responsible for the day-to-day administration of the District, subject to the policies and directions of the Board of School Directors. The Board of School Directors further acknowledges that all official contacts between members of the Board of School Directors and the staff of the District shall be through Dr. George exclusively. Nothing in this Contract shall preclude the right of any member of the Board of School Directors to exercise his/her responsibilities to monitor District operations, conduct oversight activities, or visit schools, as set forth in Board policy or as directed by the Board of School Directors.

5. Outside Activities. Dr. George agrees to devote during the term of this Contract his full working time, attention, energies, skills and labor to his employment as District Superintendent; provided, however, that he may undertake outside "extra-curricular activities" such as consultative work, speaking engagements, writing, lecturing or other professional duties

and obligations, if the Board of School Directors is informed in advance and so long as such activities do not conflict with performance of his obligations under this Contract.

6. Assessment of Performance.

(a) The Board of School Directors no later than August 31 of each year shall evaluate, in writing, the performance of Dr. George. The evaluation shall utilize a mutually agreed upon method as the basis for said evaluation, provided that any performance assessment selected shall (i) include a self-assessment by Dr. George and (ii) require the Board of School Directors to speak in one voice by voting as an entire Board, rather than "averaging" the feedback of each member regarding each aspect of the evaluation. In the event the Board of School Directors determines that the performance of Dr. George is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to Dr. George. Dr. George shall have the right to make a written response to the evaluation. The evaluation by the Board of School Directors and Dr. George's response(s) shall be private and shall be retained in confidence. The parties shall have the right to mutually waive a formal performance assessment in any year of this Contract; provided, however, that Dr. George shall not be subject to discipline or discharge on the basis of neglect of duty in any year when a formal performance assessment is not completed.

(b) The performance assessment shall be used for the following purposes:

(i) To strengthen the working relationship between the Board of School Directors and Dr. George and to clarify for Dr. George and individual members of the Board of School Directors the responsibilities the Board of School Directors relies on Dr. George to fulfill;

(ii) To discuss and establish goals for the ensuing year; and

(iii) To establish the basis for possible incremental adjustments in the annual salary rate for Dr. George.

7. Reappointment. The Board of School Directors shall provide Dr. George with periodic opportunities to discuss Superintendent-Board relationships and shall inform him in writing at least annually of any inadequacies perceived by the Board of School Directors. Any communication relating to inadequacies perceived by the Board of School Directors shall be totally private, shall be discussed privately with Dr. George and shall be retained in confidence. At a regular meeting of the Board of School Directors occurring at least one hundred fifty (150) days prior to the expiration date of the term of office of Dr. George, the agenda shall include an item requiring affirmative action by five or more members of the Board of School Directors to notify Dr. George that the Board of School Directors intends to retain him for a further term of from three (3) to five (5) years or that another or other candidates will be considered for the office. In the event that the Board of School Directors fails to take such action at a regular meeting of the Board of School Directors occurring at least one hundred fifty (150) days prior to the expiration date of the term of office of Dr. George, he shall continue in office for a further term of similar length to that which he is serving.

8. The Superintendency. Dr. George shall be the only administrator hired by the District having a direct line of responsibility and authority from the Board of School Directors. All other administrators will report directly to Dr. George as District Superintendent. Nothing contained herein shall preclude individual administrators from having contact and communication with the Board of School Directors.

9. Vacation and Sick Leave. Dr. George will receive four (4) weeks vacation during the first year of this Contract (July 1, 2006 through June 30, 2007) and thereafter he shall be entitled to the greater of four (4) weeks or the maximum vacation provided pursuant to Board policy to any other administrative employee. For vacations in excess of five (5) consecutive days, Dr. George shall submit his vacation schedule to the Board of School Directors. Up to five (5) days vacation may be accumulated for use into the next year. The Board of School Directors shall provide sick leave for Dr. George at the rate of one (1) day per month or twelve

(12) days per year. Accumulation of sick leave shall be in accordance with the provisions of the School Code.

10. Hospitalization. The Board of School Directors shall provide hospitalization and major medical insurance for Dr. George and members of Dr. George's immediate family in accordance with the group insurance plan currently in effect for administrative personnel as modified and supplemented from time to time.

11. Automobile and Related Expenses. The Board of School Directors shall reimburse Dr. George at the current IRS approved rate (or such higher rate as may be subsequently established by the Board of School Directors) for all school-related transportation involving utilization of his private vehicle, together with other directly related expenses, upon submission of voucher(s) therefor. Dr. George shall provide to District a rider certifying as to his automobile insurance carrier and naming the District as co-insured in the amount of Five Hundred Thousand Dollars (\$500,000) per person and Five Hundred Thousand Dollars (\$500,000) per accident. Any cost for providing such co-insurance, rider or certification shall be paid for by the Board of School Directors.

12. Disability. Should Dr. George be unable to perform the duties and obligations as set forth in this Contract by reason of illness, accident or other causes beyond Dr. George's control, and such disability exists for a period of more than thirty (30) days beyond the exhaustion of accumulated sick leave days and vacation days during any school year, then the Board of School Directors, at its discretion, may make a proportionate deduction from his salary. If such total disability continues beyond six (6) months or is permanent, irreparable or is such as to make the performance of Dr. George's duties impossible, the Board of School Directors, at its option, may terminate this Contract whereupon the respective duties, rights and obligations of the parties shall terminate.

13. Mandated and Other Benefits. The Board of School Directors shall continue all benefits currently provided and/or as are mandated and applicable for the position of District

Superintendent according to the terms of the School Code, together with such other benefits as may be afforded by the Board of School Directors from time to time to other administrators employed by the District.

14. Professional Liability.

(a) The Board of School Directors shall defend, hold harmless, and indemnify Dr. George from any and all demands, claims, suits, actions and legal proceedings brought against Dr. George in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while Dr. George reasonably believed he was acting within the scope of his employment, and provided that Dr. George has not committed an unauthorized, criminal or willfully unlawful act causing such incident.

(b) If, after first consulting with the Board of School Directors, and/or its counsel, Dr. George is able to demonstrate that a reasonable basis of conflict exists regarding the defense of a qualified claim, as above provided, between the legal position of Dr. George and the legal position of the District, Dr. George may engage private counsel upon further written notice to the Board of School Directors, in which event the Board of School Directors, shall indemnify Dr. George for reasonable costs of such legal counsel.

(c) The provisions of this section shall not limit the rights and obligations of Dr. George pursuant to the provisions of the Political Subdivision Tort Claims Act.

15. Modification. Notwithstanding any term or provision herein or elsewhere, oral or in writing, this Contract shall not be modified except in writing executed by Dr. George and approved by the Board of School Directors.

16. Savings. If during the term of this Contract it is determined that a specific clause of this Contract is illegal or unenforceable, the remainder of this Contract not affected by such ruling shall remain in force. This Contract contains the entire agreement between the parties and may not be changed or altered except in writing executed on behalf of both parties.

17. Statutory References. All references to the School Code contained herein shall also refer to and incorporate any amendment or recodification of the School Code.

18. Applicable Law. This Contract shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Contract to be duly executed the day and year first above written.

WARWICK SCHOOL DISTRICT

By: Jay Hostetter (SEAL)  
Jay Hostetter, President, Board of School Directors

By: Jo Anne McClain (SEAL)  
Jo Anne McClain, Secretary, Board of School Directors

Antonia J. Miller  
Witness

John J. George (SEAL)  
John J. George, Ed.D., District Superintendent