

**HEMPFIELD SCHOOL DISTRICT  
LANDISVILLE, PENNSYLVANIA**

**SUPERINTENDENT EMPLOYMENT CONTRACT**

THIS AGREEMENT is made this 13<sup>th</sup> day of January, 2015, by and between the BOARD OF SCHOOL DIRECTORS OF THE HEMPFIELD SCHOOL DISTRICT, a school district of the Commonwealth of Pennsylvania with its principal office located at 200 Church Street, Landisville, Pennsylvania (hereinafter referred to as "District"), and DR. CHRISTOPHER S. ADAMS, who resides at REDACTED (hereinafter referred to as "Adams" or as "Superintendent").

WHEREAS, at its meeting held on January 13, 2015, the School Board of the District voted to appoint Adams as Superintendent for a four (4) year period, commencing July 1, 2015, through June 30, 2019.

WHEREAS, both parties desire that Adams shall be Superintendent upon the terms and conditions hereinafter set forth and in accordance with the applicable provisions of the Public School Code of 1949 (hereinafter referred to as "the School Code"), as amended, and the laws of Pennsylvania.

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained and intending to be legally bound hereby, the parties agree as follows:

**ARTICLE I – TERM OF EMPLOYMENT**

**1.01. Term of Employment** - The School District hereby employs Adams and Adams hereby accepts employment as Superintendent for a four-year period, commencing July 1, 2015 and ending June 30, 2019, subject, however, to the prior termination of this Agreement as provided below.

**ARTICLE II – DUTIES OF THE SUPERINTENDENT**

**2.01. Duties:** During the term of this contract the Superintendent agrees to serve as the Chief Administrator of the School District and as Executive Officer for the Board, and perform the duties of the district 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 Agreement. Among other things, the Superintendent shall direct and assign teachers and other employees of the schools under his supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the School District; shall select all personnel subject to the approval of the School Board; shall from time to time suggest regulations, rules, and procedures deemed necessary for the well ordering of the School District; shall make recommendations to the Board with regard to employment, suspension and discharge of administrative, professional, and non-professional

employees; and in general perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the Board from time to time.

**2.02. Full Time Service and Outside Activities:** The Superintendent shall devote his entire time, skill, labor, attention and energy to said employment during the term of this Agreement, provided, however, that the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional endeavors and obligations that do not unduly interfere with his responsibilities to the District, with prior approval of the School Board.

### **ARTICLE III – BASE SALARY**

**3.01. Base Salary.** For all services rendered by the Superintendent under this Agreement, the District shall compensate the Superintendent at an annual base salary as follows: 2015-16, \$168,300; 2016-17, \$171,666; 2017-18, \$175,099; and 2018-19, \$178,601. The annual salary shall be paid in equal installments in accordance with the policy of the District governing payment of professional staff members employed on a twelve (12) month basis. In the event the Superintendent receives an unsatisfactory annual performance evaluation, there shall be no increase in annual base salary the following school year (this provision does not waive any other possible actions by the School District).

### **ARTICLE IV – BENEFITS**

**4.01.** It is intended that the Superintendent shall receive the same fringe benefits provided pursuant to provisions of the Act 93 Agreement for Administrators effective July 1, 2013, with such additional benefits as the Board may approve for the Superintendent. Without limiting the foregoing, The Superintendent shall receive the benefits set forth below:

**4.01.a. Sick Leave.** Twelve (12) days of sick leave will be granted per year cumulative, for twelve-month employees. Unused sick leave will be accumulated from year to year. Compensation for accumulated unused sick leave upon retirement of the Superintendent shall be paid at \$55 per day or any higher amount as may be provided in subsequent Act 92 compensation plans. Reimbursement at the time of retirement for sick days unused will be capped at 100 days.

**4.01.b. Professional Development.** The duties of the Superintendent require continued professional development in order to remain knowledgeable of pertinent issues and information and to maintain required certification. The annual budget approved by the Board shall include a line item covering the costs associated with the Superintendent's membership in professional organizations and attendance at work-related meetings, conventions, conferences, and continuing education programs or courses. The Superintendent shall notify the Board of the use of such budgeted funds, and shall receive advance approval from the Board of any professional development expense exceeding the budgeted amount.

**4.01.c. Life Insurance.** The School District shall provide term life insurance for the Superintendent in the amount of \$300,000. If the Superintendent retires before or at the end of this Agreement and the District continues its current practice of purchasing term life insurance

through PSBA or some other group plan, the District shall pay life insurance coverage premiums for the retired Superintendent until age 65 at a face value not to exceed \$150,000.

**4.01.d. Medical Exam.** The School District shall provide a medical examination annually to the Superintendent at the School District's expense.

**4.01.e. Medical/Dental Insurance.** The Superintendent will receive the same health and dental insurance coverage that bargaining unit employees receive. This benefit is subject to any further co-pay agreement, which is implemented.

**4.01.f. Income Protection.** The School District shall provide disability income protection that shall pay the Superintendent seventy percent (70%) of his salary for up to two (2) school years covered by this agreement, upon exhaustion of all other paid leave and upon being determined to be disabled from performing the duties of Superintendent by a physician and (if required by the School Board) verified by an Independent Medical Examiner selected solely by the School District. There is a two (2) year limitation on this income protection benefit during the professional staff member's working career.

**4.01.g. Personal Leave.** The Superintendent will receive three (3) personal days per school year. Such days may be carried forward with the specific prior approval of the School Board.

**4.01.h. Holidays.** Holidays shall be in accordance with a published Board-approved list of designated days for all twelve-month employees for the school year.

**4.01.i. Vacation Days.** The Superintendent will receive twenty-five (25) days vacation in Year 1 of the contract; this total shall increase by one (1) vacation day in each subsequent year of the contract (i.e. twenty-six days in Year 2, twenty-seven days in Year 3, etc.). Vacation days may accumulate up to a maximum of thirty (30). The Superintendent shall notify the School Board regarding any vacations that exceed three (3) work days.

The Superintendent may accumulate vacation days earned during a fiscal year (July 1 through June 30) as follows (mandatory use or lose requirement):

- (a) The Superintendent must use all but five (5) of the vacation days earned in any given year.
- (b) Unused days up to five (5) days from each subsequent year will potentially be added to the accumulated vacation balance.

**Annual Buyout of Excess Days:** The maximum carry forward balance allowed to July 1 of any subsequent fiscal year is 30 days.

- (a) If the potential accumulated vacation leave balance is more than 30 days, the Superintendent will receive an employer payment to a 403(b) TSA account at their per diem rate, up to a maximum of five (5) days, to reduce the carry forward balance to 30 days.

- (b) The per diem rate will be determined based on the just completed fiscal year (not the new fiscal year). Employer payments will be made as soon after the end of the fiscal year as final balances can be determined and payments processed.

At retirement, the actual vacation leave balance, up to 5 unused vacation days from the final year of employment and up to 30 accrued vacation days from prior years of employment, for a maximum of 35 vacation days, shall be paid at per diem rates as compensation that is not eligible toward PSERS benefits.

**4.01.j. Work Days.** The Superintendent shall work a two hundred sixty one (261) day year.

**4.01.k. Retirement.** In the event the Superintendent retires before or at the end of the term of this Agreement with at least five (5) years administrative experience in the School District and provides at least twelve (12) months written notice of retirement, the Superintendent shall be entitled to the following: \$5,000 added to his salary during his final working year.

**4.01.l. Retirement Insurance Benefits.** If the Superintendent retires before or at the end of this Agreement, the District will pay health and dental insurance premiums for the retired Superintendent and his current spouse until age 65, with the amount subsidized by PSERS per month to be paid to the District by the retired employee or the current surviving spouse.

**4.01.m. Work-Related Travel Expenses.** The Superintendent shall be reimbursed for work-related travel, both within and outside the School District, including mileage at IRS approved rates.

**4.01.n. Waiver of Sabbatical.** The Superintendent hereby waives any right to take a sabbatical pursuant to the Pennsylvania Public School Code.

**4.01.o. Other.** The Superintendent shall receive any additional benefits provided by the School District in accordance with and not less than the collective bargaining agreement or the Act 93 Agreement. Nothing contained in this Agreement shall preclude the School District from providing additional benefits to the Superintendent as agreed between the Superintendent and the Board.

## **ARTICLE V - QUALIFICATIONS**

**5.01. Qualifications.** The Superintendent covenants that he possesses all of the qualifications required by law to serve as superintendent of schools in Pennsylvania. The Superintendent agrees to maintain throughout the term of this Agreement a valid and current commission or other legal credentials as may be required by law and to present the same to the Board. He further agrees to subscribe to and take the proper oath of office before entering upon his duties. The Board's appointment of the Superintendent and his continued employment under this Agreement are conditioned upon the issuance to him of a commission by the Secretary of Education of the Commonwealth of Pennsylvania.

**5.02. Performance Review.** There shall be an annual evaluation meeting conducted in executive session, to be held by 30<sup>th</sup> day of June each year of this Agreement, at which time the Board will provide the Superintendent with a written annual evaluation. The Superintendent shall be evaluated based upon objective performance standards, which may include the following: student achievement on Pennsylvania System of School Assessment (“PSSA”) tests and Keystone Exams; student growth as measured by Pennsylvania Value-Added Assessment System; student attrition and graduation rates; financial management of the District; overall job performance; successful completion or implementation of the Superintendent’s professional goals jointly established by the Board and the Superintendent; and/or other additional criteria regarding School District operations that may jointly be agreed upon by the Superintendent and the Board.

The Board and Superintendent shall identify, in writing and no later than the second voting meeting in August of each school year, mutually agreed-upon performance goals that will be used for the Superintendent’s evaluation the following school year. The following provisions shall apply to the Superintendent’s annual evaluation process:

- a. The mutually agreed-upon objective performance standards for the assessment of the Superintendent’s performance for each school year shall be publicly posted on the District’s official website, as required by law;
- b. The Board reserves the right to exercise maximum flexibility in determining the mechanics of the Superintendent evaluation, so long as the evaluation model satisfies the requirements of the law and the terms of this Agreement;
- c. Evaluation procedures may be developed and contained in forms prepared by the Board in accordance with Board policies, District procedures, the School Code and State Board of Education regulations;
- d. A copy of the written evaluation shall be delivered to the Superintendent at the executive session by the President of the Board of School Directors;
- e. The Superintendent shall have the right to respond in writing to the evaluation and request an opportunity to appear before the Board in a closed executive session;
- f. The written evaluation and response shall be held in strict confidence between the Board and the Superintendent, and in no manner shall be permitted to be disseminated to the general public by any member of the Board or by any District employee;
- g. After completion of the Superintendent’s evaluation for a particular school year, the Board shall post on the District’s official website the date on which the evaluation was completed and whether the Superintendent satisfied the agreed objective performance standards identified in Paragraph 4.a., as required by law; and
- h. Any failure to meet or perform other evaluation activities described herein shall not impact the other terms and conditions of this Agreement.

## **ARTICLE VI – TERMINATION, MODIFICATION, RENEWAL**

**6.01.** This Agreement may be modified or terminated by mutual consent of the parties.

**6.02.** The Superintendent shall be subject to discharge for reasons set forth in Section 1080 of the School Code, and in accordance with the provisions thereof and of the Local Agency Law,

and other applicable statutes of the Commonwealth of Pennsylvania. In the event of discharge, this contract shall terminate.

**6.03.** This Agreement may be modified by mutual consent of the parties. Modification of this Agreement must be in writing and approved at a duly held public School Board meeting approved by a majority of School Board members.

**6.04.** It shall be the duty of the Superintendent to provide written notification to the Board twelve (12) months prior to the expiration of his term as to the expiration of said term. Within six (6) months thereafter, the Board shall advise the Superintendent whether or not the Board intends to retain him for any further term of office. The Board shall be required to take action with regard to the renewal of this Agreement, i.e., there shall be no automatic renewal without Board Action. If the Superintendent is to be elected to another term of office, the number of years of this term of office will be mutually agreed upon and the conditions of this Agreement shall be incorporated into a successor agreement, unless mutually agree otherwise by the Board and the Superintendent. The parties waive the provisions of Section 1072, 2<sup>nd</sup> paragraph, of the School Code.

## **ARTICLE VII – GENERAL PROVISIONS**

**7.01. Notification.** Notification of the School Board shall be defined as written notification to the President of the School Board or his or her designee.

**7.02. Entire Agreement.** This Agreement contains the entire agreement between the parties except as otherwise stated herein and supersedes all other agreements and representation, written or oral, on the subject matter of this Agreement, including any statements in referenced exhibits or attachments that may be in conflict with the statements herein, and shall be binding on the heirs, successors, assigns and legal representatives of the parties.

**7.03. Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue hereof shall be in Lancaster County, Pennsylvania.

**7.04. Conflict with Law.** It is the intention of the parties that the terms and conditions of this Agreement shall be consistent and in full compliance with the provisions of the School Code and the laws of Pennsylvania and that this Agreement shall be construed accordingly. If any provisions of this Agreement are determined by any court to be invalid or inconsistent with the law, it is the intention of the parties that all valid provisions which are severable from the invalid provisions shall remain in effect and that this Agreement shall continue to be effective to the full extent that is consistent with the law.

**7.05. No Representation on Taxation or PSERS Eligibility.** The School District makes no representation to the Superintendent regarding the taxable status or eligibility under the Pennsylvania State Employees' Retirement System with regard to any payment or benefit provided hereunder. The Superintendent is wholly responsible for the consequences of such status or eligibility.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 13<sup>th</sup> day of January, 2015.

---

William Otto, President  
Hempfield Board of School Directors

---

Mary Lynne Kniley, Secretary  
Hempfield Board of School Directors

---

Witness

---

Christopher S. Adams, Superintendent