

**CONTRACT FOR EMPLOYMENT
OF WARWICK SCHOOL DISTRICT SUPERINTENDENT**

THIS CONTRACT is made and entered into this 21st day of November, 2017, by and between WARWICK SCHOOL DISTRICT, 301 West Orange Street, Lititz, Pennsylvania 17543 and DR. APRIL HERSHEY, Lititz, Pennsylvania, (Dr. Hershey).

The Board of School Directors of the District, at a regularly scheduled meeting duly and properly held on November 21th, 2017, appointed Dr. Hershey to the office of District Superintendent in accordance with the provisions of Sections 508, 1071 and 1073 of the School Code. The parties have agreed upon certain terms and conditions of Dr. Hershey's employment and desire to reduce said terms and conditions to writing.

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

1. Employment. Dr. Hershey is hereby hired and retained as District Superintendent for a term of office of five (5) years commencing on July 1, 2018 through June 30, 2023. This Contract shall terminate on June 30, 2023 unless the Contract is renewed for an additional term pursuant to §1073 of the Public School Code of 1949, as amended, 24 P.S. §10-1073.

2. Duties.

(a) The authorities, duties and responsibilities of Dr. Hershey to the

District shall be all of those authorities and duties incident to the office of District Superintendent pursuant to the laws of the Commonwealth of Pennsylvania, including the rules and regulations as prescribed by the Department of Education and Secretary of Education, and including other additional duties, consistent with her position, as from time to time may be reasonably assigned to Dr. Hershey by the District's Board of School Directors, as set forth below:

a. Planning and initiating programs and policies concerning the organizational, operational and educational function of the School District as directed by the Board with ultimate responsibility for the execution of these programs and policies.

b. Assisting the Board in developing short-range and long-range goals and methods for the Board to evaluate the operational effectiveness of the School District.

c. Keeping the Board informed by written and oral reports as to the operation and needs of the School District.

d. Taking discretionary action in any matters not covered by Board policy and reporting such actions to the Board with recommendations for policy as necessary in order to provide guidance in the future.

e. Directing the daily operation of the School District by organizing, supervising and coordinating the School District staff.

f. Arranging for the systematic evaluation of staff by responsible administrators.

g. Recommending the employment of, assigning, and supervising the work of all School District employees. Recommending promotion, salary changes, demotion or discharge of any School District employees rendering unsatisfactory service.

h. Establishing internal administrative operational procedures, rules and regulations relating to personnel, collective bargaining, financial disbursements and accounting requirements, equipment/facilities operation and use, food service and staffing requirements.

i. Developing effective staff development programs that are linked to the strategic plan and Board goals for the School District.

j. Communicating directly, or through delegation, all personnel actions by the Board to all employees as appropriate and receiving from employees communication to be made to the Board.

k. Ensuring that School District students have equal access to appropriate educational programs, including pupil personnel, extracurricular activities and other supplemental programs deemed necessary.

l. Overseeing a timely review of all curricular areas required by law as well as other subjects the Board may require and make recommendations to the Board for the improvement of curriculum.

m. Recommending to the Board any major changes in texts and time schedules to be used in the schools.

n. Providing for appropriate methods of teaching, supervision and administration in the schools, as he deems necessary and reporting to the Board any insufficiencies that are found.

o. Directing the development of and making recommendations for the yearly operating budget on a timely basis that reflects the needs of the School District and the use of School District assets and resources.

p. Establishing and maintaining efficient procedures and effective controls for all expenditures of school funds in accordance with the adopted budget.

q. Making recommendations regarding the needs for instructional and non-instructional materials and equipment and recommending

plans for improvements, alterations or other changes in the buildings or surrounding grounds.

r. Serving as the official spokesperson for the School District in providing information to the Board, School District employees, the community and other outside groups/agencies on matters affecting the operation of the School District.

s. Maintaining directly or through delegation adequate records for the schools, including a system of financial accounts, business and property records, personnel, school population and scholastic records which are required by law and Board policy.

t. Interpreting and/or supervising the implementation of all federal and state laws relevant to education.

(b) Superintendent shall have a seat on the Board of School Directors and the right to speak on all issues before the Board but shall not have the right to vote. Superintendent or her designee shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, excepting those relating to her own employment, and shall serve as advisor to the Board and its committees in all matters affecting the District. The Board and its members individually shall promptly refer all criticisms, complaints and

suggestions called to its attention to the Superintendent for study, disposition, or recommendation as is appropriate.

3. Compensation and Benefits.

(a) In consideration of the performance by Dr. Hershey of her duties as District Superintendent, the salary payable to Dr. Hershey for the first year of service (July 1, 2018 through June 30, 2019) shall be One Hundred Seventy Nine Thousand, Nine Hundred dollars (\$179,900) 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. Hershey 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. Hershey 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. Hershey 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. Hershey for costs reasonably and necessarily incurred to attend and participate in meetings, conferences, conventions and seminars related to the duties of her position to the education program of the District, or for leadership development.

4. Administration. The Board of School Directors acknowledges that Dr. Hershey 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. Hershey 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. Hershey agrees to devote during the term of this Contract her full working time, attention, energies, skills and labor to her

employment as District Superintendent; provided, however, that she 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 her obligations under this Contract.

6. Formal Written 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. Hershey. 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. Hershey 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. Hershey 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. Hershey. Dr. Hershey shall have the right to make a written response to the evaluation. The evaluation by the Board of School Directors and Dr. Hershey's response(s) shall be private and shall be retained in confidence,

except to the extent that the School District is required, pursuant to §1073.1(b.1) of the Public School Code of 1949, as amended, 24 P.S. §10-1073(b.1), to post the date of the assessment and whether or not the Superintendent has met the agreed upon objective performance standards on the School District's publically accessible Internet website. The parties shall have the right to mutually waive a formal performance assessment in any year of this Contract; provided, however, that Dr. Hershey 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 formal written performance assessment shall be used for the following purposes:

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

(c) The Board of School Directors and Dr. Hershey agree that Dr.

Hershey's performance as Superintendent will be evaluated by the objective performance standards which are attached to the Contract as Exhibit "B," and which are made a part of this Contract. The objective performance standards shall be posted on the School District's publically accessible Internet website.

(d) Beginning on June 30, 2018, and continuing on June 30 of each successive year of the term of this Contract, the Board of School Directors shall meet to determine if the written objective performance standards shall be modified. In the event that both parties agree to modify the objective performance standards, the modification(s) shall be set forth in writing, shall be attached to this Contract and made a part of the Contract, and shall be posted on the School District's publically accessible Internet website.

7. Reappointment. The Board of School Directors shall provide Dr. Hershey with periodic opportunities to discuss Superintendent-Board relationships and shall inform her 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. Hershey and shall be retained in confidence. At a regular meeting of the Board of School Directors occurring at least one hundred eighty (180) days prior to the expiration date of the term of office of Dr. Hershey,

the agenda shall include an item requiring affirmative action by five or more members of the Board of School Directors to notify Dr. Hershey that the Board of School Directors intends to retain her 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 eighty (180) days prior to the expiration date of the term of office of Dr. Hershey, she shall continue in office for a further term of similar length to that which she is serving.

8. The Superintendency. Dr. Hershey 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. Hershey 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.

(a) Dr. Hershey shall be entitled to the greater of five (5) weeks of vacation or the maximum vacation provided pursuant to Board policy to any other administrative employee. For vacations in excess of five (5) consecutive days, Dr.

Hershey shall submit her vacation schedule to the Board of School Directors. Up to five (5) days vacation may be accumulated for use into the next year.

(b) For each year of the term of this Contract, Dr. Hershey may elect in writing to forego using up to five (5) days of vacation leave. Upon receiving the election, the District shall pay to a §403(b) tax sheltered plan for Dr. Hershey a sum equal to the number of vacation days which Dr. Hershey has elected to forego times Dr. Hershey's per diem rate for the year of the election.

(c) The Board of School Directors shall provide sick leave for Dr. Hershey 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. Hershey and members of Dr. Hershey'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. Hershey 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 her private vehicle, together with other directly related expenses, upon submission of voucher(s) therefore. Dr. Hershey shall provide to District a rider certifying as to her 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. Hershey be unable to perform the duties and obligations as set forth in this Contract by reason of illness, accident or other causes beyond Dr. Hershey'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 her salary. If such total disability continues beyond six (6) months or is permanent, irreparable or is such as to make the performance of Dr. Hershey'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. Additionally, the district will pay 100 percent of health, vision and dental insurance premiums and co-pays for Dr. Hershey and her dependents.

14. Professional Liability.

(a) The Board of School Directors shall defend, hold harmless, and indemnify Dr. Hershey from any and all demands, claims, suits, actions and legal proceedings brought against Dr. Hershey in her individual capacity, or in her official capacity as agent and employee of the District, provided the incident arose while Dr. Hershey reasonably believed she was acting within the scope of her employment, and provided that Dr. Hershey 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. Hershey 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. Hershey and the legal position of the District, Dr. Hershey 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. Hershey for reasonable costs of such legal counsel.

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

15. Termination of Contract. This Contract may be terminated upon any of the following events:

(a) Agreement. Mutual agreement of Dr. Hershey and the Board of School Directors.

(b) Resignation/Retirement. Resignation or retirement of Dr. Hershey.

(c) Disability of Dr. Hershey. In the event Dr. Hershey is disabled and unable to perform the essential functions of the job with or without reasonable accommodations for a period of six (6) consecutive months, then the School District may, by notice to Dr. Hershey given prior to the date Dr. Hershey is able to resume performance of his duties, terminate this Contract.

(d) Termination for Cause. Dr. Hershey's employment may be terminated for cause. The Superintendent shall be subject to discharge for valid and just cause for the reasons specified in Section 1080 of the Public School Code of the Commonwealth of Pennsylvania. The Board shall not arbitrarily or capriciously

call for his dismissal, and the Superintendent shall, in any event, have the right to written charges, notice of hearing, fair and impartial hearing, all elements of due process, and the right to appeal to a court of competent jurisdiction. At any such hearing before the Board, the Superintendent shall have the right to be present and to be heard, to be represented by counsel, and to present evidence, through witnesses and testimony, relevant to the issue. A transcript of the record of proceedings before the Board shall be made available without charge to the Superintendent. Superintendent shall have the right to be represented by counsel at his sole cost and expense. Provided, however, should the Superintendent prevail in any hearing or appeal, the Board shall reimburse him for all legal fees and expenses incurred in any action.

16. 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. Hershey and approved by the Board of School Directors.

17. 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.

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

19. Governing Law. This Contract shall be governed by 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: _____ (SEAL)
Dr. Timothy Quinn, President,
Board of School Directors

By: _____ (SEAL)
Nathan Wertsch, Secretary
Board of School Directors

By: _____ (SEAL)
April Hershey, Ed.D.
District Superintendent

WITNESS:
