

**WARREN COUNTY SCHOOL DISTRICT
EMPLOYMENT AGREEMENT OF THE SUPERINTENDENT**

This Agreement is made and entered into this 12th day of September, 2011, by and between the BOARD OF SCHOOL DIRECTORS OF THE WARREN COUNTY SCHOOL DISTRICT (hereinafter "School District" or "District"), with offices located at 185 Hospital Drive in North Warren, Pennsylvania 16365 and Brandon Hufnagel, an individual residing at 6769 Woodland Drive, Spring Grove, PA 17362 (hereinafter "Superintendent").

WHEREAS, the Board of School Directors of the School District at a meeting of said Board duly and properly called on the 12th day of September, 2011, appointed Brandon Hufnagel to the office of Superintendent in accordance with the Public School Code of 1949; and

WHEREAS, the parties have agreed upon certain terms and conditions of employment and desire to reduce said terms and conditions to writing.

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

ARTICLE I - DURATION AND ACCEPTANCE OF AGREEMENT

The District hereby employs Brandon Hufnagel in the capacity of Superintendent of the School District for a term of five years commencing on October 1, 2011 and ending on September 30, 2016.

ARTICLE II - DISTRICT AUTHORITY

The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law and the Constitution of the Commonwealth of Pennsylvania. The District shall be bound only by the specific and expressed terms of this Agreement. There are no implied or verbal agreements governing the employment of the Superintendent.

ARTICLE III - DUTIES AND QUALIFICATIONS

A. During the term of this Agreement, the Superintendent agrees to perform the duties of the position in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the policies of the District and the provisions of this Agreement. Superintendent shall be charged with the administration of the schools under the direction of the Board of School Directors. Superintendent shall be the Chief Executive Officer of the District and, as such, shall be responsible for:

1. Recommending the employment of all employees and directing and assigning teachers and other employees of the schools under his supervision;

2. Organizing, supervising, and arranging the administrative and supervisory staff;
3. Suggesting policies and procedures deemed necessary for the efficient and proper operation of the District;
4. Recommending annual objectives for the District consistent with the direction and priorities established by the Board;
5. Establishing and maintaining effective procedures and controls for expenditures of all school funds in accordance with the annual school budget, subject to the direction and approval of the Board;
6. Involving the Board each year in the preparation of the annual budget;
7. Providing the Board with information pertinent to its legislative role;
8. Preparing and submitting to the Board all matters requiring legal action;
9. Attending all Board meetings as may be required from time to time, and submitting a formal superintendent's report, in advance of the regular meetings;
10. Informing the Board as to the operation of the school system and making recommendations for the more efficient operation thereof;
11. Performing all duties incident to the Office of the District Superintendent as set forth in the Public School Code and such other duties as may be legally prescribed by the Board of School Directors.

B. The Superintendent shall have a seat on the Board of School Directors and the right to speak on all issues before the District, but not the right to vote. The Superintendent shall have the right to attend all regular and special meetings of the District as well as all committee meetings thereof, excepting those relating to his own employment, and shall serve as advisor to the District and its committees on all matters affecting the District

C. The Superintendent shall be responsible for the total day-to-day administration of the school system subject to officially adopted policies of the District.

D. Superintendent agrees to devote his full-time attention, energies, skills and labor to his employment as District Superintendent during the term of this Agreement provided, however, that he may undertake consultative work, speaking engagements, writing, lecturing, adjunct teaching or other professional services provided the Board is informed and does not direct him to discontinue such activities.

E. The Superintendent states that he possesses the qualifications necessary for this position, and further agrees, as a condition of the District's obligations under this Agreement, to maintain his current commission and such other credentials as may be recognized by law and/or the profession.

To this end, the Superintendent's participation in professional associations and presence at various meetings, conventions, and conferences is encouraged by the District in order to maintain awareness of current issues, programs, and information. The Superintendent's attendance at seminars, workshops, in-service programs, school activities, and graduate education programs is necessary to maintain his current commission as recognized by the profession. The District considers the reasonable expenses involved in such activities, including annual dues and fees to: "American Association for School Administrators" (AASA) and "National School Public Relations Association" (NSPRA) and attendance to related conferences and meetings to be directly related to the Superintendent's duties and appropriate for reimbursement. Expense reimbursement for such activities shall be paid in accordance with District procedures.

The Superintendent will advise the District in advance of such events and provide appropriate summary reports of event activities for review and discussion as necessary.

ARTICLE IV - COMPENSATION AND BENEFITS

A. Compensation

The Superintendent shall be paid in the first year of this Agreement an annual salary of \$125,000. Thereafter, the Superintendent's salary will be increased annually at the sole discretion of the Board, based on performance appraisals and goals.

The established annual salary shall be paid in equal installments in accordance with the District's prevailing payroll practices.

B. Health Insurance

The Superintendent will be eligible to participate in the health insurance plan available to administrators covered by the District's Act 93 plan (certificated), offered on the same terms and conditions as prevail from time to time. In the event the Superintendent opts out of said coverage from the time of his hiring until June 30, 2012, the Superintendent will be paid the \$1,000 buy-out amount called for under the Act 93 Plan. Any change in the Act 93 plan will be incorporated into the Superintendent's medical insurance benefits.

C. Dental Insurance

The Superintendent will be eligible to participate in the dental insurance plan available to administrators covered by the District's Act 93 plan (certificated), offered on the same terms and conditions as prevail from time to time. Any change in the Act 93 plan will be incorporated into the Superintendent's dental insurance benefits.

D. Life Insurance

The District will provide at no cost to the Superintendent, a term insurance policy of \$375,000 for the duration of this Agreement. Conditions, coverage, and benefits are more fully explained in the policy and plan description. The Superintendent has the option of purchasing up to an additional \$150,000 of insurance at the School District's group rate.

E. Disability Insurance

The Superintendent shall be reimbursed in each contract year in an amount of up to \$2,500 toward the cost of a disability insurance policy purchased by the Superintendent.

F. Liability Insurance

The District agrees to provide the Superintendent with \$1,000,000 in professional liability insurance coverage.

G. Retirement Participation

The Superintendent will participate in the Pennsylvania State Employees Retirement System.

The District shall make an annual payment for the Superintendent equal to five percent (5%) of the Superintendent's annual salary which is a portion of his required contribution to the Pennsylvania State Employees Retirement System. This payment shall be reported as part of his total compensation for federal, state and local income tax purposes, but not be part of his annual base salary.

H. Physical Examinations

Every two years the Superintendent will be reimbursed up to \$100 for the cost of a physical examination. In addition, the District may require the Superintendent to undergo a physical examination by a doctor of its choice at any time when his fitness for duty is reasonably questioned. The District will pay the full cost of any such examination. The District shall have the right to a full and complete disclosure of all of the results of an examination given because of an issue relating to fitness for duty.

I. Expenses

The Superintendent shall be reimbursed for District-related expenses incurred in the performance of his duties in accordance with District procedures, which includes travel within the District. Mileage will be reimbursed at the prevailing IRS rate.

J. Sick Leave

The Superintendent shall receive thirteen (13) days of sick leave per year. These may accumulate from year to year.

The Superintendent shall be entitled to sixty (60) days of sick leave he had accumulated from his employment at his prior school district. He is not entitled to compensation for these days at the termination of this Agreement. The Superintendent will be, however, compensated at the rate of \$100 per day for any unused sick days he may have accumulated in excess of sixty (60).

K. Vacation

The Superintendent shall be entitled to twenty (20) days of vacation per year (October 1st through September 30th). The Superintendent may not be permitted to use in excess of five (5) consecutive vacation days, without the approval of the Board President. Up to five (5) vacation days, per year, may be carried over, so that at the end of five years up to 20 carry over days may be accumulated.

At the termination of this Agreement, the Superintendent will be compensated for unused vacation days at the rate of \$150.00 per vacation day.

L. Personal Days

The Superintendent is entitled to three (3) personal days per year. The Superintendent may accumulate up to five (5) personal days per year.

At the termination of this Agreement, the Superintendent will not be compensated for any unused personal days.

M. Course Reimbursement

A maximum of nine (9) credits per year are reimbursable. The classes must be provided by in an accredited college or university in order to be eligible for reimbursement, and the credits must be part of a graduate degree program. The reimbursement amount is based upon the graduate per credit rate prevailing at Edinboro University of Pennsylvania at the time the credit is taken. A grade of "B" or its equivalent, or higher, is required for reimbursement. To be eligible for reimbursement, the request must be submitted to the School Board President, or designee, for review and approval prior to the start of the course.

N. Retirement Benefits

The Superintendent will be eligible for the retiree health insurance benefits available to administrators covered by the District's Act 93 plan, offered on the same terms and conditions as prevailed from time to time. Any change in the Act 93 plan will be incorporated into the Superintendent's medical insurance benefits.

O. Judicial Leave

If the Superintendent is required to serve on a jury or is subpoenaed as a witness, he shall receive time off with no loss of pay. This benefit shall not be available in any action initiated by the Superintendent or in which he has an interest in the outcome.

P. Holidays

The Superintendent shall be granted thirteen (13) holidays per year including New Year's Day, Good Friday, Memorial Day, July 3rd, July 4th, Labor Day, Thanksgiving Day, day after Thanksgiving Day, first day of antlered deer season, day before Christmas Day, Christmas Day, day after Christmas Day, and one (1) "floating" holiday. The "floating" holiday may be used at any time during the contract year.

Q. Moving Expenses

The Superintendent will be entitled to reimbursement in the amount of up to \$7,500 for reasonable moving expenses incurred during the first year of this Agreement and closing costs associated with the purchase of a residence in Warren County, Pennsylvania.

ARTICLE V - PERFORMANCE ASSESSMENT AND GOAL SETTING

A. The Board shall evaluate, in writing, the performance of the Superintendent at least once a year during the term of this Agreement, no later than October 1 of each year. The instrument used as the basis for said evaluation will be prepared through a joint effort of the Board and the Superintendent. In the event the Board consensus determines that the performance of Superintendent 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 Superintendent. Superintendent shall have the right to make a written response to the evaluation. The Board's evaluation and Superintendent's response(s) shall be totally private and in no manner become public knowledge or conversation. The parties shall have the right to mutually waive a formal performance assessment in any year of this Agreement.

B. The performance assessment shall be used for the following purposes:

1. To strengthen the working relationship between the District and the Superintendent and to clarify for Superintendent and individual members of the Board of School Directors, the responsibilities the Board relies on the Superintendent to fulfill; and
2. To discuss and establish goals for the ensuing year. Nothing shall prevent the Board and Superintendent from meeting prior to the evaluation for the purpose of establishing goals.

ARTICLE VI - DISCHARGE

Throughout the term of this Agreement, the Superintendent shall be subject to discharge for valid and lawful reasons specified in 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, 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, and to present through witnesses and testimony evidence relevant to the issue. A transcript of the record of proceedings before the Board shall be made available without charge to the Superintendent in the event an appeal is taken by the Superintendent from any action taken by the Board. The Superintendent shall have the right to be represented by counsel at his sole cost and expense.

The Superintendent may resign at any time provided he gives the Board at least 60 days written notice prior to the effective date of the resignation.

ARTICLE VII - TERMINATION

A. This Agreement, all obligations under it, and the employment of the Superintendent shall terminate upon the expiration of its term, unless a written, successor agreement has been concluded.

B. The District may terminate this Agreement, all obligations under it, and the employment of the Superintendent:

1. At any time in accordance with Article VI above.
2. With sixty (60) days notice, upon the inability of the Superintendent to perform any of the essential functions of his position due to physical or mental impairment, despite any reasonable accommodation of the condition, after the exhaustion of all paid leave.
3. After the completion of the third year of the Agreement, without cause. In the event the District exercises the option of terminating the Agreement prior to the expiration of its term, the Superintendent will be paid one-third of his remaining salary that he otherwise would have received if he had remained employed for the duration of the Agreement.

ARTICLE VIII - COMPLETE AGREEMENT

This Agreement represents the complete agreement of the parties. Modifications must be in writing and signed by the parties to be effective. All prior agreements between the parties, written or oral, are declared void and of no effect. If a specific clause of this Agreement is found to be illegal under federal or state law, the unaffected portion of the Agreement will remain in force.

Executed this 12th day of September, 2011 by the undersigned, intending to be legally bound thereby.

Attest:

WARREN COUNTY SCHOOL DISTRICT

Secretary, Board of School Directors

President, Board of School Directors

Date: _____

Date: _____

Witness: _____

Brandon Hufnagel, Superintendent

Date: _____