

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

THIS AGREEMENT is entered into this 24th day of June, 2013, by and between the Warren County School District (“District”) and William A. Clark, an individual, (“Superintendent”).

WHEREAS, the Board of School Directors of the District, at a regularly scheduled meeting on the 24th day of June, 2013, appointed William A. Clark to the office of District Superintendent in accordance with the provisions of Sections 508, 1071 and 1073 of the Public School Code of 1949; and

WHEREAS, the parties have agreed upon certain terms and conditions of employment which they desire to reduce to writing;

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

I. DURATION AND ACCEPTANCE OF AGREEMENT

The District hereby employs William A. Clark who hereby accepts employment as Superintendent of Schools of the District for a term commencing on July 1, 2013 and ending June 30, 2018. This Agreement will terminate immediately upon its expiration unless renewed automatically in the manner provided by the Public School Code.

II. AUTHORITY OF SCHOOL BOARD/DISTRICT

The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and invested in it respectively by the laws of the Commonwealth of Pennsylvania, save for any power or rights limited or modified by the express terms of this Agreement.

III. PROFESSIONAL CERTIFICATION

As a condition precedent to employment and continued employment under this contract, Superintendent shall, at all times, hold a valid Superintendent’s certificate issued by the Department of Education of the Commonwealth of Pennsylvania.

IV. DUTIES AND FULL-TIME EMPLOYMENT

A. The 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 those duties customarily incident to the position, including but not limited to:

1. The implementation of policies established by the Board, and such duties as are assigned to him by the Board of School Directors;
2. Recommending the employment of all employees and directing and assigning teachers and other employees of the schools under his supervision;
3. Organizing and supervising the administrative and supervisory staff;
4. Suggesting regulations, rules and procedures deemed necessary for the efficient and proper operation of the District;
5. Setting yearly goals for the District consistent with the direction and priorities established by the Board;
6. 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;
7. Involving the Board no later than the end of March each year in the preparation of the annual budget;
8. Providing the Board with information pertinent to its legislative roles; preparing and submitting to the Board all matters requiring legal action;
9. Informing the Board as to the operation of the school system and making recommendations of the most efficient operation thereof;
10. 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 Board but shall not have the right to vote. Superintendent shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, excepting those relating to his 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 refer all criticisms, complaints and suggestions called to its attention to Superintendent for study, disposition, or recommendation, as is appropriate.

C. The Superintendent agrees to devote his full-time, attention, energies, and skills to his employment with the District during the term of this Agreement. He may undertake, however, but only with prior agreement of the Board, consultative work, writing, speaking engagements or other professional duties.

D. The following professional memberships are approved for the Superintendent: AASA (American Association of School Administrators); ASCD (Association for Supervision and Curriculum Development). Membership fees for these organizations and their state and/or local affiliates shall be reimbursed by the District, along with reasonable expenses for attendance at annual conferences, meetings, conventions and seminars related to the duties and responsibilities of the Superintendent. Advance notice to the Board of such attendance, and approval of the Board, are required. At its discretion, the Board may approve additional memberships or attendance at meetings, conferences, and seminars.

Recognizing the importance of a strong working relationship between the community and schools, the District also shall pay dues, membership fees and related expenses for membership in one service/civic association selected by the Superintendent.

V. COMPENSATION AND BENEFITS

A. Annual Salary. The District shall compensate the Superintendent at an initial annual salary rate of \$142,500. The established salary, minus the necessary and lawful deductions, shall be paid in equal installments in accordance with the District's prevailing payroll practices. The Board will review the Superintendent's annual salary for consideration of an increase prior to June 1st of 2014, 2015, 2016, and 2017. Any increased salary (which will be in the Board's discretion), whether based on a performance assessment, or other factors, (including the evaluation process described in this Agreement) shall be in the form of an amendment to this contract, but the termination date of the existing contract shall not be extended because of this amendment unless by written agreement by and between the Board and the Superintendent. It is understood, however, that if the Board gives the Superintendent a satisfactory evaluation in his first year of employment, he shall receive an increase in salary of no less than 2%, to be effective July 1, 2014.

B. Fringe Benefits. The District Superintendent shall be entitled to the following fringe benefits:

1. Retirement. The District shall make a non-elective employer contribution to the Superintendent's 403(b) account(s) in an amount equal to 4% of the Superintendent's annual compensation. Superintendent shall have no cash option to this contribution. This contribution shall be made as of the 1st day of each contract year.
2. Vacation. The Superintendent shall be granted twenty (20) vacation days effective July 1, 2013. An additional day of vacation will be added in each subsequent year of this Agreement. Five (5) days of unused vacation may be carried over to the next year. Each contract year, the per diem value of up to ten (10) unused vacation days at the end of the year shall be contributed into the Superintendent's 403(b) account. The Superintendent shall have no cash option to this benefit (1/260th of annual salary).

3. Insurance Coverage. The District will provide medical, dental, and vision coverage for Superintendent and his dependents under the prevailing plans in effect for administrative employees, as modified from time to time. He shall be required to make such contributions toward premium cost through payroll deduction as are made by administrative employees, as modified from time to time. The District reserves the right to find and administer these benefits as it deems appropriate.

4. Sick Leave. The Superintendent shall be granted twelve (12) paid sick days. The unused portion of the total allowance of sick days shall accumulate from year to year without limitation.

The Superintendent shall be entitled to one hundred seventeen (117) 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. Upon the termination of this Agreement, the District shall make a non-elective employer contribution into the Superintendent's 403(b) account(s) equal to the value of 25% of the Superintendent's per diem rate for each accumulated sick leave day in excess of one hundred seventeen (117) days. Superintendent shall have no cash option to this benefit. In the event the Superintendent terminates this Agreement he will not be entitled to compensation for accumulated sick days.

5. Personal Leave. The Superintendent shall be granted three (3) personal leave days annually. Each contract year, the per diem value of all unused personal days at the end of the year shall be contributed into the Superintendent's 403(b) account(s). Superintendent shall have no cash option to this benefit. (1/260th of annual salary).

6. 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.

7. Other Leaves. The Superintendent shall be eligible for the same leaves as are available to the District's administrators provided for in the Act 93 plan.

8. Life Insurance. The Superintendent shall receive a term life insurance benefit with a benefit amount equal to \$500,000 during the duration of this Agreement.

9. Expenses. The District shall pay or reimburse the Superintendent for reasonable expenses preapproved by the Board at a publicly held meeting and incurred by Superintendent in the continuing performance of his duties. In the event preapproval is impractical, the Superintendent shall notify the Board within thirty (30) days of the date the expense was incurred and reimbursement for any such expense shall be contingent upon subsequent Board ratification at a publicly held meeting.
10. Disability Income. The Superintendent shall be reimbursed in each year of this Agreement in an amount of up to \$2,500 toward the cost of a disability insurance policy purchased by the Superintendent.
11. Relocation and Moving Expenses. The Superintendent shall be entitled to reimbursement in an amount of up to \$10,000 for reasonable moving expenses incurred during the first year of this Agreement. These payments will cover expenses associated with the shipment of the Superintendent's household goods and furnishings and the storage of these items upon his arrival at a site in Warren County. These expenses also will include travel expenses incurred during the transition from his current residence to Warren County.

The District shall reimburse the Superintendent 3% (up to \$5,000) of the purchase price of his first residence in Warren County.

12. After three (3) years of successful service, the District will consider adding the following benefit, which would require approval at a public meeting. For each year of employment with the District, the District will provide one year of post-retirement health, dental, and vision insurance to the Superintendent. The District shall make available to the Superintendent the same level of health, dental, and vision insurance coverage under the prevailing plans in effect for administrators covered by the District's Act 93 plan (certificated), as modified from time to time.

VI. DISCHARGE OR TERMINATION

Throughout the term of this contract, the Superintendent shall be subject to discharge or other personnel action for lawful reasons, in accordance with the Public School Code and other applicable law.

In the event of the Superintendent's death in service, this Agreement shall be terminated. All District obligations to continue salary and benefits shall end on the effective date of the termination. Accrued but unused vacation will be paid to his estate, at the per diem rate based upon Superintendent's then current full annual salary upon termination.

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

VII. MEDICAL EXAMINATION

The Superintendent shall undergo a comprehensive medical examination and agrees to file with the Secretary of the Board a statement certifying his physical competency to perform his essential job functions. The medical statement will be treated as confidential information by the Board. All costs of said medical examination will be paid by the Board, up to a total of \$250.

VIII. PROFESSIONAL LIABILITY

The District shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent individually or in his official capacity as agent and employee of the District, excluding criminal litigation, provided the incident arose while Superintendent was acting within the scope of his employment and that such indemnification is within the authority of the District to provide under law. In no case will the individual Board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions and legal proceedings.

IX. DISABILITY

This Agreement and the obligation of the District to employ and to further compensate the Superintendent shall terminate should the Superintendent become unable to perform fully all of the duties of his position due to the condition of his health, after the exhaustion of all of his accrued paid leave and vacation entitlements.

At the discretion of the Board, additional leave during a period of disability, paid or unpaid, may be extended on such terms as the Board shall determine.

X. JUDICIAL LEAVE

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

XI. POLITICAL ACTIVITY

The Superintendent shall refrain from political activity in regard to School Board elections or appointments. The Superintendent shall not make speeches for any particular candidate or publicly endorse a candidate for the Board, and shall not solicit funds or make contributions to any Board candidate.

XII. PERFORMANCE REVIEW

No later than June 30th of each year, the Board and the Superintendent shall meet in closed executive session (unless specifically prohibited by state law) for the purpose of mutual evaluation of the performance of the Superintendent. The Board also may at times choose to meet alone during this process. The performance assessment shall be conducted in accordance with prevailing Board practice and policy regarding evaluation of the Superintendent, and shall be based upon a mutually agreed upon evaluation instrument. The evaluation will be based upon the following objective performance standards:

- a. Achievement of annual measurable objectives established by the District;
- b. Attrition rates or graduation rates;
- c. Standards of operational excellence; and
- d. Additional criteria deemed relevant and mutually agreed to by the Board of School Directors and the Superintendent.

These objective performance standards will be placed on the District's website. Upon the completion of the evaluation session, the conclusions of the Board shall be reduced to writing and provided to the Superintendent. The Superintendent shall have the right to affix a written response to said conclusions which shall become part of that record. The Board shall then post the date of assessment and whether or not the Superintendent met the standards on the District's website.

The performance assessment shall be used for the following purposes.

- A. To strengthen the working relationship between the District and the superintendent and to clarify for the Superintendent and individual members of the Board of School Directors the responsibilities the Board relies on the Superintendent to fulfill.
- B. To discuss and establish goals for the ensuing year.
- C. To determine appropriate compensation.

Evaluation of the Superintendent shall be with respect to such mutual goals and objectives as the Board of School Directors and the Superintendent shall establish from time-to-time.

XIII. MODIFICATION

Notwithstanding any term or provision herein or elsewhere, oral or in writing, this Agreement shall not be modified except in a writing signed by the Superintendent, approved by the Board, and executed by an authorized officer of the Board.

XIV. SAVINGS

If, during the term of this Agreement, it is found that a specific clause of the Agreement is unlawful, the remainder of the contract not affected by such ruling and shall remain in force. This Agreement contains the entire agreement between the parties.

XV. COMPLETE AGREEMENT

This Agreement constitutes the complete Agreement of the parties with respect to the terms and conditions of the Superintendent's employment.

XVI. STATUTORY REFERENCES

All references to the Public School Code contained herein shall also refer to and incorporate any amendment or recodification of such Code.

XVII. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

XVIII. SEVERANCE/BUYOUT

Should the parties find it desirable to terminate this Agreement, and the employment of the Superintendent, prior to the expiration of this Agreement, any buyout or severance provisions agreed to by the parties shall be limited to the following terms:

A. A negotiated severance agreement or a buyout which takes effect two (2) or more years prior to June 30, 2018 will not exceed the equivalent of one (1) year's compensation and benefits due under this Agreement.

B. A negotiated severance agreement or a buyout which takes effect less than two (2) years prior to June 30, 2018, will not exceed the equivalent of one-half of the total compensation and benefits due under this Agreement for the remainder of its term.

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

ATTEST:

WARREN COUNTY SCHOOL DISTRICT

Secretary

By: _____
President Board of School Directors

WITNESS:

William A. Clark
Superintendent

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