

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made June 19, 2017, by and between the BOARD OF SCHOOL DIRECTORS (hereinafter referred to as "Board") of the PENN MANOR SCHOOL DISTRICT (hereinafter referred to as "District"), with its principal office located at 2950 Charlestown Road, P.O. Box 1001, Lancaster, Pennsylvania, 17603, and Dr. Cheryl Shaffer (hereinafter referred to as "Assistant Superintendent"), who resides at 2005 Worth Street, York, Pennsylvania 17404.

WHEREAS, the Board appointed the Assistant Superintendent to a five (5) year term of office which is set to expire on June 30, 2017;

WHEREAS, the Board and Assistant Superintendent mutually desire to have the Assistant Superintendent to serve another three (3) year term in her current position once her current term of office expires; and

WHEREAS, the Board and Assistant Superintendent wish to enter into this Agreement in compliance with Sections 1073, 1073.1, 1076 and 1077 of the Public School Code to retain the Assistant Superintendent for another three (3) term of office.

In consideration of the mutual covenants and conditions hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Employment and Contract Term. District does hereby employ Assistant Superintendent in the capacity of Assistant Superintendent, to serve a term of three (3) years, commencing on July 1, 2017, and ending on June 30, 2020, and Assistant Superintendent agrees to accept this position for the specified term.

2. Legal Qualifications. Assistant Superintendent covenants that she possesses all of the qualifications that are required by law to serve as District Assistant Superintendent. Assistant 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. She further agrees to subscribe to and take the proper oath of office.

The Assistant Superintendent expressly warrants and represents that she does not and will not have, during the term of this Agreement, any financial interest, direct or indirect, in the sale or adoption of any book or books, or the sale to or lease by the District of any supplies, services or equipment. She further warrants that she has not violated the provisions of the Pennsylvania School Code as they apply to the qualifications for or election of an Assistant Superintendent.

3. Duties.

a. Assistant Superintendent will render assistance to the Superintendent and the Board, as assigned, on matters related to curriculum, personnel, the administration of educational programs, business management and all other related affairs of the District. The Assistant Superintendent will perform her duties in a competent and professional manner in

accordance with the laws of the Commonwealth of Pennsylvania, the policies of the District, the provisions of this Agreement and the directives of the Board.

b. Assistant Superintendent shall attend all regular and special meetings of the Board, and all committee meetings thereof unless excused therefrom by the Superintendent, and, when so designated by the Superintendent in the absence of the Superintendent, will serve as advisor to the Board and to said committees on all matters affecting the District.

c. Assistant Superintendent will devote her full time, skill, labor and attention to said employment during the term of this Agreement, provided, however, that she, by permission of the Superintendent and as allowable under statute, may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations.

4. Salary. District agrees to pay to Assistant Superintendent an annual salary equal \$127,500. The annual salary shall be paid in equal installments in accordance with the policy of the District governing salary payments to the majority of regularly employed professional employees of the District, or as otherwise agreed between the parties hereto; subject, however, to the following:

a. The Superintendent and Board shall evaluate the performance of Assistant Superintendent no less than annually, and shall share and discuss with Assistant Superintendent each evaluation. (See paragraph 5, hereof, the terms of which are incorporated herein.)

b. Increases to the annual base salary of Assistant Superintendent may occur during the course of this Agreement but, if increases are made, such increases shall only become effective if placed in written form, and signed by both parties as constituting an amendment to this Agreement.

c. Increases to the annual salary of Assistant Superintendent shall be based primarily upon the progress which Assistant Superintendent has made toward the attainment of the goals and objectives furnished to Assistant Superintendent as set forth in Paragraph 5. The Assistant Superintendent may receive a salary increase in the second, and third years of this Agreement effective July 1st, if she receives a satisfactory evaluation (as contemplated in Paragraph 5) for her work performance during the preceding year.

d. Any salary increase made in salary during the term of this Agreement shall not be considered to be a new Agreement between the parties, nor shall it be deemed to constitute an extension of the termination date of this Agreement.

e. Assistant Superintendent shall be entitled to fringe benefits upon the same basis as provided from time to time to other professional administrative employees as set forth in

the District's Administrative Leadership Team Compensation Plan, which is incorporated by reference herein.

5. Evaluation. In conjunction with the Superintendent, the Board shall conduct a regular annual evaluation of Assistant Superintendent's performance by no later than June 30th each year for the preceding school year. The evaluation shall be conducted in private session limited to the Board, the Assistant Superintendent and Superintendent. The Assistant 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 School District; overall job performance; successful completion or implementation of the Assistant Superintendent's professional goals jointly established by the Board, the Superintendent, and the Assistant Superintendent; and other additional criteria regarding District operations that may jointly be agreed upon by the Assistant Superintendent, the Superintendent, and the Board. The Board, the Superintendent, and Assistant Superintendent shall agree in writing by no later than June 30th of each school year which objective performance standards will be used for her evaluation for the next school year.

The following provisions shall apply to the Assistant Superintendent's annual evaluation process:

- a. The mutually agreed-upon objective performance standards for the assessment of the Assistant Superintendent's performance for each school year shall be publicly posted on the District's official website as required by law;
- b. The Board and Superintendent of Schools reserve the right to exercise maximum flexibility in determining the mechanics of the Assistant 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 Public School Code and State Board of Education regulations;
- d. A copy of the written evaluation shall be delivered to the Assistant Superintendent by the President of the Board of School Directors or designee;
- e. The Assistant Superintendent shall have the right to respond in writing to the evaluation and request an opportunity to appear before the Board and Superintendent in a closed executive session

f. The written evaluation and any response shall be held in strict confidence between the Board, the Superintendent and the Assistant 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; and

g. After the completion of the Assistant 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 Assistant Superintendent satisfied the agreed-upon objective performance standards as required by law.

In addition to an evaluation of the performance of Assistant Superintendent, the purpose of such evaluation shall be:

a. To establish goals and objectives for the improvement of the administration of the educational responsibilities of the District, as it relates to the Assistant Superintendent's job duties, and the Superintendent will furnish a list of those goals and objectives to Assistant Superintendent.

b. To strengthen the working relationship between District and Assistant Superintendent, to enhance Assistant Superintendent's effectiveness, and to clarify for the benefit of Assistant Superintendent the expectations which the Superintendent has for the future performance of Assistant Superintendent; and,

c. To discuss and establish personal goals for Assistant Superintendent for the ensuing year.

6. Vacation Days. In her capacity as Assistant Superintendent, Assistant Superintendent shall receive twenty (20) working days of vacation annually, during the term of this Agreement. Such vacation shall be taken within twelve (12) months of the year in which it is earned unless otherwise approved by the Board. Assistant Superintendent may carry over up to ten (10) vacation days to the subsequent year. Assistant Superintendent, upon termination of her employment, shall be paid for all unused accrued vacation days at her per diem rate.

7. Sick Days. Assistant Superintendent shall be entitled to thirteen (13) days sick leave annually. Unused sick leave days shall be cumulative, and may be supplemented at the discretion of Board. For purposes of this paragraph, one hundred and fifty-eight point thirteen (158.13) days of unused sick leave heretofore accumulated by Assistant Superintendent during her uninterrupted employment with the District shall and are hereby recognized and accepted as accumulated and unused days of sick leave to which Assistant Superintendent is entitled hereunder. During each contract year of this Agreement, the Assistant Superintendent may elect to sell back up to ten (10) unused sick leave days at her current per diem rate; however, the amount paid by the School District for any year shall not exceed the contribution limits of §

415(c)(1) of the Internal Revenue Code. Any such elections shall be made in writing by April 1st of each calendar year. If the amount due under this paragraph for any calendar year exceeds the applicable contribution limit for any calendar year, the unpaid amount shall be contributed into the Assistant Superintendent's § 403(b) account in the next calendar year to the extent permitted under the applicable limitations, and shall continue in each succeeding calendar year until the entire amount due has been contributed into the Assistant Superintendent's § 403(b) account. Any amount not contributed into the Assistant Superintendent's § 403(b) account at the end of the third calendar year following the year in which the Assistant Superintendent retires shall be paid in cash to the Assistant Superintendent, or to a beneficiary designated by her in writing and filed with the School District if her death occurs before then or in default of that to her estate.

8. Personal Leave. Assistant Superintendent shall be entitled to earn three (3) personal leave days annually. The Assistant Superintendent may carry over up to two (2) personal days to the subsequent year.

9. Disability of the Assistant Superintendent. Should Assistant Superintendent be unable to perform her duties by reason of illness, accident or other cause beyond her control, such that a "disability" as defined in the disability insurance contract maintained by the District shall be effective, and the disability continues for a period of sixty (60) days, then, the following provisions shall be applicable to this Agreement:

a. She shall be paid her full salary for the period of ninety (90) days, immediately subsequent to her disability (or such longer period required to qualify for benefits under the District's long term disability policy), provided however that any accumulated sick leave shall be applied against this period.

b. Upon the termination of this sixty (60) day (or longer if applicable) period provided for in Paragraph (a) above, and provided she satisfies the requirements for payment under the District's then-existing, District-paid disability income insurance policy, she shall be entitled to receive such disability payments as shall be provided for under such policy for such period of time as is provided for in the policy.

c. If after a six (6) month period the disability is determined by the Board, based upon competent evidence, to be permanent or irreparable, District may, at its option, terminate this Agreement, whereupon the respective duties, rights and obligations contained herein shall terminate except for such rights as Assistant Superintendent shall have under the disability policy referenced in this Section of the Agreement.

d. District shall secure and maintain a disability income insurance policy for Assistant Superintendent providing for 2/3 pay to a maximum of \$125,000 to be made after all sick leave has been exhausted and following an unpaid five (5) day waiting period.

10. Medical Examination. The District encourages the Assistant Superintendent to have an annual comprehensive medical examination during each year she is employed under this Agreement. The cost of annual physical examinations will be borne by the School District while the Assistant Superintendent remains employed under this Agreement, to the extent not covered by District health insurance, up to a maximum of \$500 per year.

11. Tuition Reimbursement. District shall reimburse the Assistant Superintendent for up to twelve (12) graduate credits per school year. Prior approval must be granted by the Superintendent through established District procedures for professional and administrative employees. Reimbursement shall only be approved for graduate course work directly related to the Assistant Superintendent's professional responsibilities and/or her maintenance of her Letter of Eligibility. The Assistant Superintendent must earn a grade of "B" or better (or a "Pass" in "Pass/Fail" courses) in order to receive such reimbursement. Reimbursement shall be for the full cost per credit and related fees charged by the university.

12. Professional Membership. District shall pay the membership fees for Assistant Superintendent in professional organizations, the extent and nature of which shall be subject to prior approval by the Superintendent. The Assistant Superintendent shall be permitted to attend appropriate professional local, state and national meetings, the expenses for which shall be paid by District; however, the extent and nature of such meetings shall be subject to prior approval by the Superintendent.

13. Travel Expenses. The Assistant Superintendent shall be reimbursed for all reasonable expenses incurred while traveling on District-related business in accordance with its current mileage allowance.

14. Other Fringe Benefits. The Assistant Superintendent shall receive all fringe benefits provided to other administrative or professional personnel of the District, not otherwise enumerated in this Agreement, including but not limited to hospitalization, medical and dental benefits, which shall include Assistant Superintendent's spouse.

15. Early Termination of Contract. This Agreement and the Assistant Superintendent's employment may be terminated early prior to the end of the term of the Agreement upon any of the following events:

a. Mutual written Agreement of the Assistant Superintendent and the District. The Agreement may be terminated by mutual Agreement of Assistant Superintendent and the Board. In the event of such termination, the District will pay the Assistant Superintendent's salary and provide normal benefits through the effective date of termination, and the District will have no further obligation to pay salary, benefits, or any other item under this Agreement after the effective date of termination.

b. Termination by the District for Cause. The Board may remove Assistant Superintendent and terminate this Agreement pursuant to the procedures set forth in School Code § 1080 for cause. For purposes of this contract, “cause” shall mean the reasons set forth in School Code § 1080, the reasons set forth in other applicable law that requires termination of employment, misstatement of a material fact concerning Assistant Superintendent’s qualifications in connection with School District’s employment of Assistant Superintendent, or other serious misconduct. If the Assistant Superintendent has been given notice of charges and of a hearing, the Superintendent may suspend the Assistant Superintendent, with or without pay, pending a hearing and final decision. If School District terminates this contract for cause, the District will have no further obligation to pay salary, benefits, or any other item under this contract after the effective date of termination or any earlier suspension without pay.

c. Resignation. The Assistant Superintendent may resign from her position at any time subject to her giving one hundred and twenty (120) days written notice to the Board of School Directors. In the event of such resignation, the District will pay the Assistant Superintendent’s salary and provide normal benefits through her last day of work, and the District will have no further obligation to pay salary, benefits, or any other item under this Agreement after the effective date of her resignation.

16. Indemnification. The District agrees, as a further condition of this Agreement, that it shall defend, hold harmless and indemnify Assistant Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against her in her official capacity as agent and employee of the District, provided the incident arose while she was acting within the scope of her employment. However, this paragraph shall not apply to any acts by the Assistant Superintendent that constitute a crime, actual fraud or willful misconduct.

17. Renewal. Assistant Superintendent will advise the Board in writing at least 12 months prior to the end of this contract as to Assistant Superintendent’s wish concerning extension and continued employment after the term of this Agreement. Unless Assistant Superintendent has advised the Board in writing of Assistant Superintendent’s wish not to be considered for renewal, at a regular meeting of the Board occurring at least 150 days prior to the end of the term of this Agreement, the agenda shall include an item requiring affirmative action of 5 or more members of the Board to notify Assistant Superintendent that the Board intends to renew the Agreement for a further term of from 3 to 5 years or that the Agreement will terminate and other candidates will be considered as Assistant Superintendent. If the Board fails to take such action at a regular meeting occurring at least 150 days prior to the end of the term of this contract, Assistant Superintendent will continue in office for a further term of the same length as the term of this Agreement.

18. Miscellaneous:

a. Any notice required by this Agreement shall be effective if mailed to other party at the address shown herein, or such other address as either party shall supply in writing to the other.


b. This Agreement shall be binding upon the parties, their heirs, personal representatives, successors and assigns.

19. Entire Agreement. The terms and conditions set forth in this Agreement have been negotiated between the parties hereto; all terms pertinent to the employment relationship between the Board and Assistant Superintendent are contained herein; and, the terms hereof shall not in any fashion be altered, amended, interpreted or modified by any prior verbal or written exchange between the parties, but shall only be amended or modified by a subsequent written Agreement between the parties hereto.

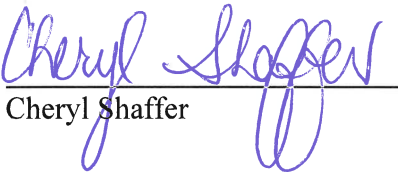
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

ATTEST:

PENN MANOR SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS


Secretary

By 
President


Cheryl Shaffer