

SUPERINTENDENT'S EMPLOYMENT CONTRACT

An Agreement Between

the

BOARD OF SCHOOL DIRECTORS OF
THE RED LION AREA SCHOOL DISTRICT

and

DR. FRANK R. HERRON

For the period July 1, 2007 to June 30, 2012

PREAMBLE

This contract represents the agreement of the Board of School Directors of the Red Lion Area School District, Red Lion, Pennsylvania (hereinafter sometimes referred to as the "School District") and Dr. Frank R. Herron, currently Assistant Superintendent of the Red Lion Area School District, (hereinafter sometimes referred to as the "Superintendent"), with respect to the conditions of employment for Dr. Herron's service in the position of Superintendent for the period from July 1, 2007 to June 30, 2012. All of the provisions of this contract have been fully agreed to by the School District and the Superintendent.

In addition to matters set forth herein, it is understood by the School District and the Superintendent that his service to the School District will be governed by the Superintendent's Job Description, the provisions of which are incorporated by reference herein and made a part hereof, and all amendments thereto made by the School District.

TERM

The School District does hereby employ Frank R. Herron in the capacity of Superintendent of the Red Lion Area School District for a term of five (5) years, commencing on the 1st day of July, 2007, and ending on June 30, 2012.

SALARY

The salary for the position shall not be less than One Hundred Thirty-Two Thousand and NO/100 (\$132,000.00) Dollars per annum, the salary which shall be paid for the 2007-2008 school year. For the 2008-2009 school year, and each year thereafter throughout the term of this contract, the annual salary shall be determined by the Board of School Directors by May 30 of each year.

TAX SHELTERED ANNUITY

Throughout the term of this contract, the School District shall contribute on an annual basis a sum not to exceed Two Thousand and NO/100 (\$2,000.00) Dollars to match contributions made by the Superintendent to a tax-sheltered annuity designated by him.

TUITION REIMBURSEMENT

The School District will reimburse the Superintendent for the cost of tuition for graduate level courses that will increase his job skills.

HEALTH INSURANCE

The School District will provide health insurance for the Superintendent and his family, including Major Medical insurance, according to the current contract with the School District's health insurance carrier and all amendments thereto.

DISABILITY INSURANCE

The School District will provide disability insurance to the Superintendent via a group long-term disability income insurance policy available to administrators in accordance with the provisions of said policy.

DENTAL INSURANCE

The School District will provide dental insurance for the Superintendent and his family in accordance with the current contract with the School District's dental insurance carrier and all amendments thereto.

PHYSICAL EXAMINATION

The School District shall pay the cost of a comprehensive annual physical examination for the Superintendent.

LIFE INSURANCE

The School District shall provide a term life insurance policy in an amount equal to the nearest \$1,000.00 of two and one-half (2½) times the Superintendent's salary. The cost of the premiums for the said life insurance policy shall be paid by the School District, and the beneficiary shall be designated by the Superintendent. In the event the Superintendent shall become uninsurable at standard rates, the School District shall have no further obligation to provide such insurance coverage.

PROFESSIONAL DUES AND TRAVEL

The School District shall pay the professional dues of the Superintendent to such of the following organizations as shall be determined by the Superintendent: American Association of School Administrators, Pennsylvania Association of School Administrators, and the Association of Supervision and Curriculum Development. The Superintendent may also join such other professional organizations as shall be approved by the Board, but in no event shall the professional dues to be paid by the School District exceed the amount authorized by the Board in the current annual budget.

The School District shall reimburse the Superintendent for expenses incurred in the performance of the School District's business and the use of his car as provided for in the School District's policy manual. The expenses incident to attendance at conferences, workshops, and School District business shall be reimbursed according to actual expenses incurred.

YEARLY EVALUATION

The Board will conduct a yearly evaluation of the performance of the Superintendent. The basis for this Evaluation will be the Job Description and the written format for the

Evaluation, which shall be mutually agreed upon by the parties. The results of the Evaluation in summary form will be shared with the Superintendent in a private session of the full Board at least once annually. Salary compensation shall relate to the Superintendent's performance during the preceding year as determined by the Evaluation of the Board.

SICK LEAVE DAYS

The Superintendent shall continue to accrue sick leave days with the School District in accordance with the current sick leave policies of the School District and all amendments thereto.

VACATION DAYS

The Superintendent shall have twenty-three (23) days of vacation per annum.

FRINGE BENEFITS

During the term of this contract, the fringe benefits afforded to the Superintendent by the District shall be no less than such benefits afforded to other administrators of the School District or as provided for by policy of the School District.

QUALIFICATIONS OF SUPERINTENDENT

The Superintendent covenants and warrants that he possesses all of the qualifications required by law to serve as Superintendent for the School District. The Superintendent agrees to maintain during the term of this contract a valid and current commission or other legal credential as may be required by law to act as Superintendent for the School District and to present the same to the School Board. The Superintendent further agrees to devote his time, skill, labor and attention to the performance of his duties as Superintendent of the School District on a full-time basis during the term of this contract; provided, however, that

the Superintendent with prior approval of the School Board and as allowed by law, may undertake work as a consultant, speaking engagements, writing, lecturing or other professional duties and obligations which do not interfere with the performance of the Superintendent's duties with the School District. The Superintendent further expressly covenants and warrants that he does not and will not have during the term of this contract any financial interest, direct or indirect, in the sale or adoption of any book or books, or the sale to or lease by the School District of any supplies or equipment, or any other pecuniary or financial interest which would create or appear to create a conflict of interest with the performance of his duties as Superintendent. The Superintendent further covenants and warrants that he has not violated any provision of the School Code of the Commonwealth of Pennsylvania with respect to his qualification or election as Superintendent.

GENERAL DUTIES OF THE SUPERINTENDENT

During the term of this contract, the Superintendent agrees to serve as the Chief Administrator of the School District and as the Executive Officer for the Board of School Directors, and to perform the duties of the Superintendent in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the policies of the School District, the Job Description established by the School District for the Superintendent, and the regulations of the Board of School Directors, and all amendments thereto.

ADMINISTRATION OF SCHOOLS

The administration of school policy, the operation and management of the schools, and the direction of employees shall be through the Superintendent. The parties hereto agree that:

A. The Superintendent shall furnish recommendations to the Board of School Directors on all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction or termination of personnel employed or to be employed by the School District.

B. The administration of policy, the operation and management of the schools, the direction of employees of the School District shall be through the Superintendent. Duties and responsibilities therein shall be performed and discharged by him or his staff under his direction.

C. The Superintendent shall have a seat at the Board table and the right to speak on all issues before the School Board in accordance with applicable law. The Superintendent and/or his designee(s) shall have the right to attend all regular and special meetings of the Board of School Directors and all committee meetings thereof, and shall serve as advisor to said committees on all matters affecting the School District.

D. Criticisms, complaints and suggestions called to the attention of the School District shall be referred to the Superintendent for study, disposition or recommendation as appropriate.

E. The School District shall make no agreement with any other employee group or individual that would interfere with the Superintendent's carrying out managerial, administrative or supervisory Performance Responsibilities and General Duties.

TERMINATION OF CONTRACT

A. During the term of this contract, the Superintendent shall be subject to removal from office in accordance with the provisions of the School Code of the Commonwealth of Pennsylvania and all amendments thereto, and in the event the School Board calls for the

removal of the Superintendent, the Superintendent shall have such rights of notice, hearing and elements of due process as shall be prescribed by the School Code of the Commonwealth of Pennsylvania, including the right to be represented by counsel at the Superintendent's sole cost and expense.

B. The School District shall notify the Superintendent in writing by certified mail, no later than August 1 of the final year of the Agreement, of the School District's intent not to reappoint the Superintendent. Should the Superintendent not so be notified, said Superintendent shall be reappointed for a term of three (3) years, and the terms and conditions of this Agreement shall be incorporated in a Successor Agreement, unless mutually agreed otherwise by the School Board and the Superintendent.

C. If the Superintendent desires to terminate this contract, he shall give the School Board nine (9) months' written notice of his intent to terminate the contract.

APPLICABLE LAW

All references to the School Code of the Commonwealth of Pennsylvania shall be to the Public School Code of 1949 and shall include any amendments to or recodifications of such Act. This contract shall be construed in accordance with the law of the Commonwealth of Pennsylvania. In the event any provision of this contract shall be determined to be invalid or in conflict with the School Code of the Commonwealth of Pennsylvania, or any other federal, state or municipal law by any court of competent jurisdiction, then such provision shall be deemed void and of no further effect; provided, however, that such determination by a court of competent jurisdiction shall not affect or impair the remaining provisions of this contract.

NOTICES

Any notice required by this contract shall be effective if mailed to the other party at the Administrative Offices of the School District, and shall be effective as of the date of mailing.

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 above written.

ATTEST:

BOARD OF DIRECTORS OF THE
RED LION AREA SCHOOL DISTRICT

Terry Robinson
Secretary

By: [Signature]
President

WITNESS:

Jalyn Warner

Frank R. Herron
Dr. Frank R. Herron