

CONTRACT FOR EMPLOYMENT OF DISTRICT SUPERINTENDENT

THIS AGREEMENT is made and entered this 2nd day of June 2014, by and between the Board of School Directors of the Penn Manor School District, Millersville, Pennsylvania (hereinafter referred to as "District") and Michael G. Leichliter, an individual currently residing at 461 Herr Avenue, Millersville, Pennsylvania, 17551 (hereinafter referred to as "Superintendent").

WHEREAS, the Board of School Directors of the Penn Manor School District, at a regularly scheduled meeting duly and properly called on the 15th day of July, 2013, did reappoint Michael G. Leichliter, to the office of District Superintendent for the District in accordance with the provisions of Sections 508, 1071, 1073, 1073.1, and 1075 of 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 hereby, and in consideration of the mutual covenants contained herein, agree as follows:

1. Term. The Board, in consideration of the promises herein contained, has employed Michael G. Leichliter, Ed. D., and he hereby accepts said employment as Superintendent of Schools of the Penn Manor School District for a term commencing on July 1, 2014 and ending no later than June 30, 2019.

2. Authority of School Board/District and District Superintendent. The District, on its own behalf and on behalf of the electors of the District, and Superintendent hereby retain and reserve all power, rights, authority, duties and responsibilities conferred upon and invested in it and in him respectively by the laws and the Constitution of the Commonwealth of Pennsylvania save for any power or rights limited by the express terms of this Agreement.

3. Professional Certification. As a condition precedent to this contract, Superintendent shall hold and maintain a valid Superintendent's Letter of Eligibility issued by the Department of Education, Commonwealth of Pennsylvania. Michael G. Leichliter covenants that he possesses all of the qualifications that are required by law to serve as a District Superintendent.

4. Duties and Full-Time Employment.

A. 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:

- Planning and initiating programs and policies concerning the organizational, operational and educational function of the District as directed by the Board of School Directors with ultimate responsibility for the execution of these programs and policies.
- Assisting the Board of School Directors in developing short-range and long-range goals and methods for the Board to evaluate the operational effectiveness of the District.
- Keeping the Board of School Directors informed by written and oral reports as to the operation and needs of the District.
- Taking discretionary action in any matters not covered by Board policy and reporting such actions to the Board of School Directors with recommendations for policy as necessary in order to provide guidance in the future.
- Directing the daily operation of the District schools by organizing, supervising and coordinating the District staff.
- Being responsible for the systematic evaluation of all staff.
- Recommending the employment of, assigning and supervising the work of all employees. Recommending promotion salary changes, demotion and discharge of any employees rendering unsatisfactory service.
- 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.
- Developing effective staff development programs that are linked to the strategic plan and Board of School Directors goals for the District.
- Communicating directly, or through delegation, all personnel actions by the Board of School Directors to all employees and receives from employees communication to be made to the Board of School Directors.
- Overseeing a timely review of all curricular areas required by law as well as other subjects the Board of School Directors may require

and make recommendations to the Board of School Directors for the improvement of curriculum.

- Providing for appropriate methods of teaching, supervision and administration in the schools, as he deems necessary and reporting to the Board of School Directors any insufficiencies that are found.
- Establishing and maintaining efficient procedures and effective controls for all expenditures of school funds in accordance with the adopted budget, in conjunction with the Business Manager.
- 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.
- 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.
- Interpreting and/or supervising the implementation of all Federal and State laws relevant to education.
- Performing other duties as deemed necessary and appropriate under the direction of the Board of School Directors.

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 shall have the right to attend all regular and special meetings of the Board, excepting those relating to his own employment, and shall serve as advisor to the Board 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 Superintendent for study, disposition, or recommendation as is appropriate.

C. Superintendent shall be responsible for the total day-to-day administration of the District subject to officially adopted policies of the Board. Nothing in this section shall preclude the right of Board Members to exercise their responsibilities as individuals in the areas of monitoring District operations, conducting oversight activities, or visiting schools, as set forth in Board policy or directed by the Board.

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 and be compensated for consultative work, speaking engagements, writing, lecturing, adjunct teaching or other professional services outside of the District with the prior approval of the Board of School Directors.

5. Compensation and Benefits.

A. The District retains the right to adjust the Superintendent's annual salary during the term of this Agreement and any extension thereof, provided that such adjustment shall not reduce the annual salary, in effect at any given time. Any adjustment in salary made during the life of this Agreement or any extension thereof shall be in the form of an amendment which shall become a part thereof. In making any such amendment, it shall not be considered that the District has entered into a new agreement with the Superintendent, or that the termination date of this Agreement has been extended.

The Board agrees to compensate the Superintendent for the period from July 1, 2014 in the amount of One Hundred Sixty-five Thousand Dollars (\$165,000.00) per contract year. The Superintendent's annual salary for any year of this Agreement shall not be less than the Superintendent's annual salary for the previous contract year.

B. 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 School District's Act 93 Administrative Compensation Plan.

C. In addition to the fringe benefits described in paragraph B above, Superintendent shall be entitled to the following benefits:

- (i) Conferences and Conventions. District shall (A) with the prior approval of the Board of School Directors, provide a reasonable amount of release time for Superintendent's attendance at conferences and conventions and (B) reimburse Superintendent for costs reasonably and necessarily incurred to attend and participate in such conferences and conventions.
- (ii) Payment for Accrued Vacation. Superintendent shall be entitled to twenty-five (25) paid vacation days per contract year. Superintendent may carry over up to ten (10) unused vacation days to the subsequent year. Any used vacation days over the ten (10) days that may be carried over at the end of each contract year shall be paid into the Superintendent's § 403(b) account at his current per diem rate as a non-elective employer contribution; 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. 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 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 Superintendent's § 403(b) account. Any amount not contributed into the Superintendent's § 403(b) account at the end of the fifth calendar year following the year in which the Superintendent retires shall be paid in cash to the

Superintendent, or to a beneficiary designated by him in writing and filed with the School District if his death occurs before then or in default of that to his estate.

- (iii) Personal Days. Superintendent shall be entitled to three (3) paid personal days per contract year. At the completion of a contract year, Superintendent may carry two (2) unused personal days to the next contract year. Upon termination of employment, Superintendent shall be paid for all unused personal days at his per diem rate.
- (iv) Dues. District will pay the annual membership dues of the Superintendent for the following professional organizations:
 - American Association of School Administrators,
 - Pennsylvania Association of School Administrators,
 - Phi Delta Kappa, and any other professional/community organizations authorized by the Board of School Directors.
- (v) Sick Leave. Superintendent shall continue to accumulate additional sick leave days during the term of this Agreement at the rate of thirteen (13) days per contract year. During each contract year of this Agreement, the Superintendent may elect to sell back up to ten (10) unused sick leave days at his 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 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 Superintendent's § 403(b) account. Any amount not contributed into the Superintendent's § 403(b) account at the end of the fifth calendar year following the year in which the Superintendent retires shall be paid in cash to the Superintendent, or to a beneficiary designated by him in writing and filed with the School District if his death occurs before then or in default of that to his estate.
- (vi) Post Retirement Health Coverage Benefits. Upon retirement, with at least twelve (12) years of service as Superintendent or a total of twenty-four (24) years of service as an administrator in the District – whichever shall first occur – Superintendent and eligible dependents shall be able to participate in the District's health coverage benefits at no cost to Superintendent until the

Superintendent reaches sixty-five (65) years of age. The Superintendent's right to receive post-retirement health care coverage shall be suspended, if after his retirement from the School District he accepts full-time employment elsewhere and as a result becomes eligible to obtain alternative employer-provided health care coverage from that new employer; the Superintendent's post-retirement health care coverage with the District under this paragraph shall be reinstated when such alternative coverage ceases. The Superintendent shall be solely responsible for the payment of any applicable taxes, if any, stemming from his receipt of post-retirement health coverage benefits.

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

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

- A. The mutually agreed-upon objective performance standards for the assessment of the Superintendent's performance for each school year shall be publicly posted on the District's official website as required by law;
- B. The Board of School Directors reserves the right to exercise maximum flexibility in determining the mechanics of the 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 of School Directors 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 Superintendent by the President of the Board of School Directors;
- E. The Superintendent shall have the right to respond in writing to the evaluation and request an opportunity to appear before the Board of School Directors in a closed executive session;

F. The written evaluation and any response shall be held in strict confidence between the Board of School Directors and the Superintendent and in no manner shall be permitted to be disseminated to the general public by any member of the Board of School Directors or by any District employee; and

G. After the completion of the Superintendent's evaluation for a particular school year, the Board of School Directors shall post on the District's official website the date on which the evaluation was completed and whether the Superintendent satisfied the agreed-upon objective performance standards as required by law.

7. Reimbursement to the District. Prior to June 30 of each school year, the District's Business Manager shall perform an audit of the Superintendent's reimbursement obligations to the District (i.e., cell phone, District credit card) and shall provide the audit to the Board of School Directors. The Superintendent shall, within thirty (30) days of the presentation of the audit, reimburse the District for any obligations identified in the audit.

8. Termination of Agreement. This Agreement may be terminated upon any of the following events:

A. Mutual agreement of Superintendent and the Board of School Directors. This Agreement may be terminated by mutual written agreement of Superintendent and the School Board, subject to the School District paying the Superintendent for his unused and accumulated vacation days at his current per diem rate and an agreed-upon amount of salary that otherwise does not exceed the maximum limits established by Section 10-1073(e)(3) of the School Code.

B. Retirement of Superintendent.

C. Superintendent may resign his position at any time subject to his giving one hundred eighty (180) days' written notice to the Board of School Directors.

D. Should the Board of School Directors choose not to renew this agreement or choose to seek other candidates for the position at the end of this agreement, the Board shall give Superintendent notice in writing by certified mail of such intent no later than August 1, 2018. Failure to give such notice shall constitute an automatic renewal for another five (5) year term.

E. Discharge for Cause. Discharge for cause shall constitute conduct which results in removal of Superintendent from office of Superintendent pursuant to the provisions of the Public School Code of the Commonwealth of Pennsylvania.

F. Death of Superintendent.

9. Professional Liability. The Board of School Directors agrees that it will defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity or in his official capacity as agent and employee of the Board of School Directors or the District, provided the incident arose while Superintendent was acting within the scope of his employment and the

Superintendent is not determined to have engaged in willful misconduct under the Political Subdivision Tort Claims Act.

10. Annual Physical. Upon the request of the Board of School Directors, Superintendent shall at least annually furnish to the Board of School Directors a report from his physician confirming Superintendent's mental and physical fitness to perform Superintendent's obligations under this Agreement. To the extent that such physical is not covered by the health coverage benefits provided by the School District, the cost of the physical shall be reimbursed by the District.

11. Severability. If any provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remainder of this Agreement.

12. Headings. The headings in this Agreement are for convenience only and shall not be considered as part of this Agreement.

13. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

14. Modification. No waiver, change or modification of any of the terms of this Agreement shall be binding unless in writing and signed by both parties to this Agreement.

IN WITNESS WHEREOF, District and Superintendent have signed this Agreement
June 2, 2014.

PENN MANOR SCHOOL DISTRICT

By: 
President

Attest: 
Secretary


Michael G. Leichter, Ed. D.