

CENTRAL YORK SCHOOL DISTRICT
SUPERINTENDENT'S EMPLOYMENT AGREEMENT

ARTICLE I
AGREEMENT

- 1.0 This AGREEMENT is made and entered into this 21st day of November, 2016, by and between the BOARD OF SCHOOL DIRECTORS OF CENTRAL YORK SCHOOL DISTRICT with offices located at 775 Marion Road, York, Pennsylvania 17406, hereinafter referred to as the "District," and MICHAEL S. SNELL, an individual residing at 290 School Street, York, Pennsylvania 17402, hereinafter referred to as the "Superintendent."

ARTICLE II
PREAMBLE

- 2.0 WHEREAS, the Board of School Directors of the District, at a meeting of said Board duly and properly called on the 21st day of November 2016, did elect Michael S. Snell to the office of Superintendent for a term of five (5) years, 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 and desire to reduce said term 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 III
DURATION AND ACCEPTANCE OF AGREEMENT

- 3.0 The District does hereby employ Michael S. Snell in the capacity of Superintendent of the District for a term of five (5) years, commencing on July 1, 2017 and ending on June 30, 2022. This AGREEMENT shall terminate immediately upon the expiration of the aforesaid term unless: (a) by mutual agreement of the parties, it is sooner modified or terminated; or (b) it is allowed to renew automatically in accordance with Section 1073(b) of the Public School Code of 1949 and Section 7(b) herein.

ARTICLE IV
NATURE AND TERMS
MANAGEMENT SERVICES

- 4.0 During the term of this AGREEMENT, the Superintendent agrees to serve as Chief Administrator of the District and as 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 District, the Job Description (attached hereto as Appendix A and made a part hereof), and the provisions of this AGREEMENT.

LEGAL QUALIFICATIONS

- 4.1 The Superintendent covenants that he possesses all of the qualifications that are required by law to serve as a Superintendent. The Superintendent agrees to maintain throughout the term of this AGREEMENT, a valid and current commission or other legal credential as may be required by law and to present the same to the Board of School Directors. He further agrees to subscribe to and take proper oath of office before entering upon his duties.
- 4.2 It is agreed by the parties hereto that a regular, written annual formal performance assessment shall be the means by which the District shall assess the performance of their Executive Officer, the Superintendent. The performance assessment shall be conducted no later than June 30, 2017, and on or before June 30 of each year thereafter, in an Executive Session limited to members of the elected Board of School Directors and the Superintendent. A format agreed upon by both parties to this AGREEMENT shall be utilized. Each area rated unsatisfactory or needs improvement shall be supported by rational and objective evidence. The Superintendent shall have the right to make a written response to the evaluation. Both parties shall respect the confidentiality of the discussions. Upon completion of the annual performance assessment, the Board shall post on the District website the date of the assessment and whether or not the Superintendent met the agreed-to objective performance standards.

The purpose of the performance assessment shall be as follows:

- (a) To strengthen the working relationship between the District and the Superintendent, enhance the Superintendent's effectiveness, and clarify for the Superintendent and individual Board Members the responsibilities the Board relies on the Superintendent to fulfill.
- (b) To discuss and establish goals for the ensuing year.
- (c) To establish "Compensation" and benefits for the ensuing year in accordance with the Compensation and Benefits provisions of this AGREEMENT.

The performance of the Superintendent shall be assessed against the objective performance standards set forth in the attached Appendix B.

ADMINISTRATION OF SCHOOLS

- 4.3 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 District.
 - (b) The administration of policy, the operation and management of the schools, and the direction of employees of the 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 Board of School Directors in accordance with applicable law. The Superintendent (or his designee) 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 District. Provided, however, the Board or its committees may meet without the Superintendent to discuss his performance and compensation.
- (d) Criticisms, complaints, and suggestions called to the attention of the District shall be referred to the Superintendent for study, disposition, or recommendation to the Board as appropriate.
- (e) The 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 as defined in the job description for the position of Superintendent.
- (f) The Superintendent agrees to devote his full time, attention, energy, skills and labor to his employment as Superintendent during the term of this AGREEMENT. The Superintendent is permitted to engage in consultative work, speaking engagements, writing, lecturing, adjunct teaching or other professional services provided the Board is informed beforehand, and does not direct the Superintendent to discontinue these activities. These activities shall not interfere with the Superintendent's duties under this AGREEMENT.

ARTICLE V
AUTHORITY OF
DISTRICT AND SUPERINTENDENT

- 5.0 The parties hereby retain and reserve all power, rights, authority, duties, and responsibilities conferred upon the District, the Board of School Directors and the Superintendent by the law and the Constitution of the Commonwealth of Pennsylvania, except as may be modified by the explicit terms of this AGREEMENT.

ARTICLE VI
COMPENSATION

- 6.0 The Board of School Directors and the Superintendent agree to the following conditions as they relate to this AGREEMENT or any amendment or extension of this AGREEMENT.
- (a) The established annual salary shall be paid in equal installments in accordance with the policy or agreement governing other twelve (12) month Management Employees in the District, unless otherwise agreed between the parties hereto.
 - (b) The Compensation of the Superintendent shall not be decreased during the term of this AGREEMENT, or through any amendment or extension of this AGREEMENT, without the written approval of the Superintendent.
 - (c) Effective July 1, 2017, the salary of the Superintendent shall be in an amount to be

determined by the Board following the annual performance assessment but not less than the current gross salary of \$174,250.00, plus any increase thereafter made in accordance with subsection (d) below.

- (d) The District shall periodically review and adjust the Superintendent's total compensation, taking into account changes or increases given to other Management Employees and merit based on the results of the Annual Performance Assessment. Such initial review shall be completed on or before June 30, 2017 and on or before June 30 of each year and annually in July thereafter, with any salary adjustment to be retroactive to July 1 of each year.
- (e) Increases in Compensation provided in Section (d) of this Article shall be documented by attachment to this Agreement of the relevant portion of the Minutes of the Board Meeting at which such increase to compensation is approved.
- (f) The District in so annually adjusting Compensation shall not be considered to have entered into a new agreement with the Superintendent or to have extended the termination date of this AGREEMENT.

VACATION, PERSONAL LEAVE, AND HOLIDAYS

- 6.1 The Superintendent shall receive twenty (20) days of vacation annually and Personal/Emergency Leave as may be provided to Level I administrators, from time to time, under the District's Administrative Compensation Plan. The Superintendent shall also carry forward any accrued but unused vacation as of June 30, 2017. If work conditions prevent the taking of all vacation days, the Superintendent shall have the option of either deferring the vacation days to the next school fiscal year or to convert unused days to sick leave. Holidays applicable to other twelve (12) month employees shall be applicable to the Superintendent. The Superintendent shall be compensated for unused cumulative vacation days upon retirement or other termination of employment, at which time said payment shall be based on the per diem rate (i.e., gross annual salary divided by 260) as certified by the Business Manager. All provisions for accumulation of and/or payment for unused vacation shall be limited to a maximum of forty (40) days. Vacation entitlement in the last year of employment shall be pro-rated in the event the Superintendent is not employed for the full (July 1 through June 30) year. In the event the Superintendent intends to be away from the District for more than three (3) consecutive work days, he shall so notify the Board President at least one (1) week in advance.

SICK LEAVE

- 6.2 The Superintendent shall be entitled to twelve (12) days of sick leave annually. Unused sick leave days shall be cumulative, and may be supplemented at the discretion of the Board of School Directors. The Superintendent shall also carry forward any and all accrued sick leave as of June 30, 2017. Upon retirement, the Superintendent shall be eligible for the same Retirement Benefits based upon accrued but unused sick leave may be provided, from time to time for Level I Administrators under the District's Administrative Compensation Plan. Payment for such Retirement Benefits shall be made during the school year following the effective date of retirement. Other than the aforesaid payment for unused vacation pay and sick leave, this AGREEMENT does not provide for any post-retirement benefits.

OTHER LEAVES

- 6.3 The Superintendent shall be entitled to such other leaves of absence as may be provided, from time to time, for Level 1 Administrators under the District's Administrative Compensation Plan:

COURSE REIMBURSEMENT

- 6.4 The Superintendent may continue his professional development through attendance at recognized colleges or universities of his choice and shall be reimbursed for tuition in the same manner as may be provided, from time to time, for Level I Administrators under the District's Administrative Compensation Plan.

FRINGE BENEFITS

- 6.5 The Superintendent shall receive the following fringe benefits, consistent with those provided to Level I Administrators, from time to time, under the District's Administrative Compensation Plan: Term Life Insurance, Health Care Benefits, Dental Benefits, Cost Sharing for Health and Dental Benefits, Graduate Credit Reimbursement, Professional Dues Payment, Income disability Insurance, Payment for Medically Related Expenses, summer Flex Time. In the event of changes to these provisions of the Administrative Compensation Plan during the term of this Agreement, such changes shall become effective as to the Superintendent as of the same date as such changes are effective for the Level I Administrators.
- 6.6 Liability Insurance. The District shall provide comprehensive catastrophic liability and errors and omissions insurance coverage on behalf of the Superintendent in an amount no less than the coverage in existence at the time of approval of this AGREEMENT.

COMPREHENSIVE MEDICAL EXAMINATION

- 6.7 The Superintendent agrees to have a comprehensive medical and visual examination not less than once every two (2) years nor more than annually during the term covered by this AGREEMENT, and to authorize the consulting physician to file with the President of the Board of School Directors a statement certifying to his physical competency, which statement shall be held in confidence by the Board. The cost of said medical and visual examination shall be borne by the District.

MEETINGS, CONVENTIONS AND SEMINARS

- 6.8 The duties of the Superintendent require his presence at numerous meetings, conventions, and conferences in order that he can maintain awareness of current programs, problems, and information. His attendance at seminars, workshops, in-service programs, school activities, and graduate education programs is necessary to maintain the knowledge and skills required of his position. The District considers the expenses involved in such activities to be directly related to his duties and appropriate for reimbursement. Attendance at such events shall be subject to Board approval within budget limitations. Expense reimbursement for such activities shall be provided in accordance with procedures described in District policy.

TRANSPORTATION

- 6.9 The District shall provide the Superintendent with a vehicle for his exclusive use during the term of this AGREEMENT. The District will assume the related costs including lease, maintenance and insurance. The cost of the lease shall not exceed \$550.00 per month through June 30, 2022. The Superintendent shall be responsible for the cost of fuel but shall be reimbursed at the rate of twenty-two cents (\$.22) per mile, to the extent the vehicle is used for business travel outside the boundaries of the District. The Superintendent shall also be responsible for annual license fees and any excess mileage charges above and beyond the standard terms and conditions of the lease.

PROFESSIONAL ASSOCIATION MEMBERSHIP OR COMMUNITY ORGANIZATION MEMBERSHIP

- 6.10 The District shall provide for the Superintendent's annual membership in at least four (4) professional associations, the cost of said membership dues to be paid by the District. The District recognizes the obligation to professional growth and development provided by these affiliations and encourages and permits the Superintendent to participate actively in the leadership of these organizations by holding office and serving on committees.
- 6.11 The District shall reimburse the Superintendent for annual membership in community service organizations, the cost of which shall not exceed \$400.00 annually.

ARTICLE VII REAPPOINTMENT AND TERMINATION

- 7.0 The District and Superintendent hereby agree that the following provisions shall be applicable for the term of this AGREEMENT, or any extension or renewal of this AGREEMENT:
- (a) The Superintendent shall, throughout the term of this AGREEMENT, be subject to termination of this contract for valid and just cause and for reasons specified under Section 1080 of the Public School Code. However, the District shall not arbitrarily and capriciously call for his dismissal without first providing the Superintendent with written charges, adequate notice of a fair and impartial hearing, all elements of due process, and the right to appeal to a court of competent jurisdiction.
 - (b) The District shall notify the Superintendent in writing no later than October 31, 2021, of the District's intent to renew his appointment or to consider other candidates for the office of Superintendent. Should the Superintendent not be so notified, he shall be reappointed for a term of five (5) years and the terms and conditions of this AGREEMENT shall be incorporated in a successor AGREEMENT, unless mutually agreed otherwise by the Board and the Superintendent.
 - (c) In the event that the Superintendent wishes to voluntarily resign from his employment as Superintendent, he shall provide written notice to the President of Board of School Directors at least six (6) months in advance of the effective date of such resignation.

- (d) In the event the District and the Superintendent mutually agree to a termination of this Agreement sooner than its stated term, the Superintendent shall receive the maximum postemployment compensation and benefits permitted under Act 82, 24 P.S. §10-1073(e)(3). Such postemployment compensation shall only be payable in the event of a mutually agreed early termination and cannot be combined with the Retirement Benefits referenced in Section 6.02 of this Agreement.

ARTICLE VIII DISABILITY

- 8.0 Should the Superintendent be unable to perform his duties by reason of illness, accident or other cause beyond his control, and said disability continues for a period of more than three (3) calendar months beyond all sick or other usable leave to which the Superintendent is entitled under this AGREEMENT or otherwise, including sabbatical leaves of absence, the District may, at its discretion, request a health examination in accordance with Article VI of this contract. If the consulting physician or the school physician determines that the disability renders the Superintendent unable to perform the essential functions of the position, with or without reasonable accommodation, the District may, at its option, terminate this AGREEMENT, whereupon the respective duties, rights, and obligations contained herein shall terminate. This provision shall not be deemed to affect or interfere with any rights the Superintendent may have under the Americans with Disabilities Act ("ADA").

ARTICLE IX OBLIGATIONS

- 9.0 This AGREEMENT shall be binding upon the parties, their successors or assigns.

ARTICLE X GENERAL PROVISIONS

- 10.0 Should any article, section, or clause of this AGREEMENT be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this AGREEMENT to the extent that it violates the laws. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of this AGREEMENT if not affected by the deleted article, section or clause. If at any time thereafter such article, section or clause shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.
- 10.1 This Contract contains the mutual and entire agreement of the parties and shall not be modified or rescinded except by an instrument in writing approved and executed the parties hereto.
- 10.2 This AGREEMENT shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. All references to the Public School Code shall include any amendment or recodification of such Code.

ARTICLE XI
DEFINITIONS

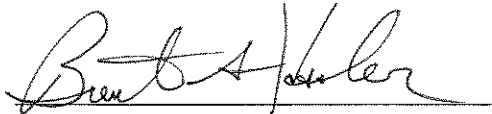
11.00 Terms appearing in this AGREEMENT shall have meaning as defined below. The definitions appear in alphabetical order for the purpose of easy reference.

- (a) "Compensation" shall mean the total salary and benefits provided to the Superintendent by the District for services rendered by him. The total amount of compensation shall be established in accordance with the provisions of Article VI of this AGREEMENT.
- (b) "Superintendent" shall be defined as the Chief Administrator employed under the provision of Section 1001 of the Public School Code for the superintendence and supervision of the public schools of the "School District." The Superintendent shall serve as the Executive Officer for the School District and shall have a seat on the Board of School Directors of the District, and the right to speak on all matters before the Board as provided under Section 1081 of the Public School Code.
- (c) "Management Employee" shall mean an employee of the District under contract to perform responsibilities as a principal, district level professional supervisor, business manager, or assistant superintendent.
- (d) "Professional Employee" shall mean an employee of the District under contract to perform responsibilities as a teacher, librarian, nurse, or counselor.
- (e) "Salary" shall mean the portion of "Compensation" provided annually in installments through payroll to the Superintendent for services provided to the District.
- (f) "District" shall mean the Board of School Directors of the Central York School District who are elected or appointed under the provisions of Section 301 of the Public School Code. The District shall function in accordance with the provisions of the Public School Code and the rules and regulations established by the District under provision of Section 407 of the Public School Code.
- (g) "School Fiscal Year" shall mean July 1 through June 30 of each year of this AGREEMENT.

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

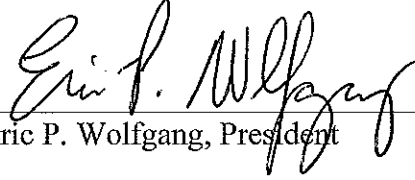
Dated this 21st day of November, 2016.

ATTEST:



Brent A. Kessler, Secretary
Board of School Directors

BOARD OF SCHOOL DIRECTORS

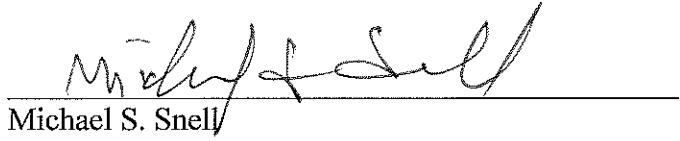


Eric P. Wolfgang, President

WITNESS:



SUPERINTENDENT



Michael S. Snell

EXHIBIT A
JOB DESCRIPTION

TITLE: SUPERINTENDENT

REPORTS TO: BOARD OF DIRECTORS

APPROVED BY: BOARD OF DIRECTORS

DATE: June 2015

JOB SUMMARY: Serve as the chief school officer of the school district. Provide leadership in the developing and maintaining the best possible educational programs and services. Oversee and administer the use of all district facilities, property, and funds with a maximum of efficiency. Supervise school staff.

PRIMARY DUTIES AND RESPONSIBILITIES:

1. Provide educational leadership for the district.
2. Attend public events and meetings as a representative of the school district.
3. Administer the school code and all legal requirements pertaining to public education.
4. Provide input and information to the Board of Directors to assist them in decision-making.
5. Establish annual areas of focus and initiatives adopted by the School Board and move the school district toward the fulfillment of goals contained in the strategic plan.
6. Supervise the preparation of the annual budget.
7. Represent the school district at local, state and national meetings appropriate to the educational program.
8. Visit district schools on a regular basis to monitor the programs and events in the various buildings.
9. Evaluate district-wide programs and make recommendations to the Board of Directors regarding their adequacy.
10. Assign projects and tasks to appropriate staff members and monitor the completion of those projects and tasks.
11. Promote close cooperation between teachers, parents, and other school district staff as well as represent the School Board as a liaison between the school district and community.
12. Oversee and facilitate all school district construction projects and act as a liaison to the School Board for all construction matters.
13. Oversee a positive public relations program promoting the school district in the community.
14. Oversees the recruitment, employment and retention of staff members.
15. Perform other duties as assigned by the Board of Directors.

QUALIFICATIONS: Ten (10) years experience in multiple areas of public education necessary, including elementary or secondary school instruction and administration/supervision
Letter of eligibility required
Masters degree required
Doctorate preferred
Proper Pennsylvania administrative certification
Knowledge of K-12 curriculum, instruction, PA assessment, school district policy and PA school law

PHYSICAL DEMANDS: Ability to reach above and below the waist
Ability to use fingers to pick, feel and grasp objects
Ability to lift and/or carry supplies and/or papers weighing no more than 20 lbs.
Ability to mostly sit, with some walking, standing or moving throughout the district

SENSORY ABILITIES: Visual acuity
Auditory acuity

WORK ENVIRONMENT: Typical office environment
Subject to inside and outside environmental conditions

TEMPERAMENT: Must possess excellent interpersonal skills
Must be able to work in an environment with frequent interruptions
Able to make judgments and work under high level of stress

COGNITIVE ABILITY: Ability to communicate effectively
Ability to organize tasks
Ability to handle multiple tasks
Ability to exercise good judgment

SPECIFIC SKILLS: Must possess leadership skills
Must possess supervisory skills
Must possess computer skills
Ability to operate various office equipment

(Reasonable accommodations may be made to enable a qualified individual with a disability or disabilities to perform the primary duties and responsibilities of the job.)

EXHIBIT B

SUPERINTENDENT

Objective Performance Standards 2016-2017

Policy and Governance

- Superintendent works effectively with the Board to monitor and create internal and external District policy, and demonstrates appropriate school governance to all staff, students and the community.

Planning and Assessment

- Superintendent is able to demonstrate a comprehensive knowledge and understanding of a variety of evaluation instruments for the purpose of determining student achievement, program effectiveness, and district attainment of annual and long-term goals.

Instructional Leadership

- Superintendent demonstrates leadership in working collaboratively with the Board to develop a vision for the District; displays an ability to identify and rectify problems affecting the District; works collaboratively with District administration to ensure best practice for instruction and management are being utilized; and works to influence the climate and culture of the District.

Organizational Management

- Superintendent is able to manage effectively utilizing a thorough understanding of budget and finance, allocation of District resources, human resource management, and systems management.

Communications, Board Relations and Community Relations

- Superintendent is able to communicate effectively both internally with staff and the Board as well as with the community in order to articulate District goals and priorities, address local and broader issues affecting the District, and build support for District initiatives, programs and short and long-range plans.

Professionalism

- Superintendent models professional decision-making processes and ethical standards that are consistent with the values of Pennsylvania's public education system as well as that of the local community. Superintendent additionally works to individually reflect upon her/his effectiveness within the role, and works to improve effectiveness through the use of professional development literature and activities.