

CONTRACT FOR EMPLOYMENT OF DISTRICT SUPERINTENDENT

THIS AGREEMENT is made and entered this 19th day of June, 2006, by and between the Board of School Directors of the Wyomissing Area School District of 630 Evans Avenue, Wyomissing, Berks County, Pennsylvania (hereinafter referred to as "District") and Helen H. Larson, Ed.D, an individual currently residing at 259 Tall Pines Drive, West Chester, PA 19380 (hereinafter referred to as "Superintendent").

WHEREAS, the Board of School Directors of the Wyomissing Area School District, at a regularly scheduled meeting duly and properly called on the 19th day of June, 2006, did appoint Helen H. Larson, Ed.D, to the office of District Superintendent for the District in accordance with the provisions of Sections 508, 1071, 1073, 1075, 1080 and 1081 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 Helen H. Larson, Ed.D., and she hereby accepts said employment as Superintendent of Schools of the Wyomissing Area School District for a term commencing on July 18, 2006 and ending no later than June 30, 2010. This contract shall be effective July 18, 2006

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 her 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 certificate issued by the Department of Education, Commonwealth of Pennsylvania. Dr. Larson covenants that she 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 school 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 school 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 or 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 she 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 Director of Business Affairs.

- 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. Dr. Larson shall have the right to attend all regular and special meetings of the Board, excepting those relating to her 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 her full time, attention, energies, skills and labor to her employment as District Superintendent during the term of this Agreement provided, however, that she 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.

E. The duties of the Superintendent require her participation in professional associations and presence at meetings, conventions, and conferences in order to maintain awareness of current issues, programs and information. The District considers the expenses involved in such activities, including dues in at least three professional associations and attendance at at least one national conference to be directly related to the Superintendent's duties and appropriate for reimbursement. Expense reimbursement for such activities is hereby approved and shall be provided in accordance with District procedures. The total expenditures for any one school year shall not exceed \$2,500.00.

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, nor that the termination date of this Agreement has been extended.

The Board agrees to compensate the Superintendent for the period from July 18, 2006 in the amount of One Hundred Forty Thousand Dollars (\$140,000.00) per annum, pro-rated over the period to June 30, 2007. For the period beginning July 1, 2007, and thereafter, Superintendent's salary shall be determined by the Board in its sole discretion based upon the evaluation as set forth in Section 6 hereof. The Superintendent's annual salary for any year of this Agreement shall not be less than the Superintendent's annual salary for the previous year.

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

1. Twenty-four (24) days of paid vacation leave. Up to 30 days total may be accumulated and used in any one school year.

2. Twelve (12) days of sick leave with no limitation on accumulation. Five (5) days of sick leave may be used to care for an immediate family member per year.

3. Severance pay/Vacation pay. For unused sick leave at the time of retirement with PSERS, resignation or death, the District Superintendent shall receive Fifty Dollars (\$50.00) per day with less than ninety (90) calendar days' written notice of retirement. The District Superintendent shall receive One Hundred Dollars (\$100.00) per day with written notice of retirement by July 1 of the school year of retirement. In the event of the death of the District Superintendent, while in the employ of the District, payment shall be made to her beneficiary at the rate of \$100.00 per day.

4. Other Fringe Benefits. The District Superintendent shall receive other fringe benefits as are set forth at paragraphs 8, 9, 10, 11, 12, 13, 14 and 18 only, as set forth in the Administrators' Act 93 Agreement dated June 23, 2003, which is attached as Exhibit "A".

6. Assessment of Performance.

A. The Board shall evaluate, in writing, the performance of Superintendent at least once a year during the term of this contract, no later than August 31 of each year, (beginning August 31, 2007), using a mutually agreed upon method as the basis for said

evaluation. In the event the Board consensus determines that the performance of Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to Superintendent. Superintendent shall have the right to make a written response to the evaluation. The Board's evaluations and Superintendent's response(s) shall be totally private and in no manner become public knowledge or conversation. The parties shall have the right to mutually waive a formal performance assessment in any year of the Agreement provided; however, that Superintendent shall not be subject to discipline or discharge on the basis of neglect of duty in any year when a formal performance assessment is not completed.

B. The performance assessment shall be used for the following purposes:

1. To strengthen the working relationship between the District and Superintendent and to clarify for Superintendent and individual members of the Board of School Directors the responsibilities the Board relies on Superintendent to fulfill;
2. To discuss and establish goals for the ensuing year; and
3. To establish the basis for possible incremental adjustments in the annual salary rate for Superintendent.

7. Investigations by the Board. In the event that the Board of School Directors directs that any investigation of Superintendent's conduct or performance be undertaken, Superintendent shall be granted the opportunity to respond, verbally or in writing, to any documents, findings or conclusions derived from such an investigation prior to the investigation being concluded. Any investigations undertaken by the Board shall be completed in private without any public disclosure by the Board or Superintendent of the commencement or progress of the same. Nothing herein shall obligate the Board to share attorney-client privileged or work product information with Superintendent following the completion of any investigation of her conduct or performance.

8. Discharge or Termination. Throughout the term of this contract, the Superintendent shall be subject to discharge for good reason and for the reasons specified in section to the Public School Code of the Commonwealth of Pennsylvania. The Board shall not arbitrarily or capriciously call for her dismissal and the Superintendent shall in any event have the right to written charges, notice of hearing, and fair and impartial hearing, all elements of due process, and the right of appeal. At any such hearing before the Board, the Superintendent shall have the right to be present and to be heard, to be represented by counsel, and to present through witnesses and testimony relevant to the issue. A transcript of the record of proceedings before the Board shall be made available without charge to the Superintendent in the event an appeal is taken by the Superintendent from any action taken by the Board. Superintendent shall have the right to be represented by counsel at her sole cost and expense.

The Superintendent may resign at any time provided she gives the Board at least 90 days notice prior to the effective date of the resignation.

9. Professional Liability. The Board 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 her individual capacity or in her official capacity as agent and employee of the Board, provided the incident arose while Superintendent was acting within the scope of her employment.

10. 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 Superintendent and approved of by the Board and executed by an authorized officer of said Board.

11. Savings. If during the term of this contract it is found that a specific clause of the contract is illegal in Federal or State Law, the remainder of the contract not affected by such ruling shall remain in force. This agreement contains the entire agreement between the parties and may not be changed or altered except in writing with the signatures of all parties concerned.

12. Obligations. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors or assign.

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

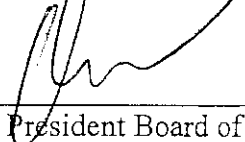
14. Applicable Law. This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

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.

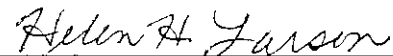
WITNESS:


Secretary

WYOMISSING AREA SCHOOL DISTRICT

By: 
President Board of School Directors

WITNESS:


Dr. Helen H. Larson, Superintendent

7. Jury duty or services to the court--Administrative team members who are called for jury duty or subpoenaed by a court shall attend without loss of pay or days deducted from any other leave category. Any per diem payment for jury duty shall be submitted to the district after completion of this duty.

Insurances that will apply to each member of the administrative team include the following:

8. Medical Benefits--The district shall make available health care benefits (hospitalization, major medical and prescription drugs) for each eligible administrator, spouse, and dependents. The benefits which are provided shall be in accordance with the plan document and shall be the benefits which are from time to time provided through the Berks County Schools Health Insurance Consortium. The district shall pay 100% of the cost of such benefits for each administrator who elects such coverage and 100% of the cost of such benefits for the administrator's spouse and/or dependents. In addition to the benefits provided through the Berks County Schools Health Insurance Consortium, the district (a) shall reimburse (in January and July of each year) administrators for any amounts which are not covered because of the changes in physical therapy benefits which occurred at the time the district joined in the Consortium, and (b) shall reimburse (in January and July of each year) up to \$25.00 per calendar year per individual for prescription drug costs which are not covered because of deductible amounts. *The administrators will be responsible for all major medical deductibles for themselves, their spouses, and dependents.*
9. Dental Benefits--The district shall make available dental benefits for each eligible administrator, spouse, and dependents. The benefits which are provided shall be in accordance with the plan document and shall be equal to or better than the benefits in effect during the 1995-96 school year, summarized as follows:
 - (a) One thousand (\$1,000) dollar maximum benefits per person
 - (b) Diagnostic coverage of one hundred percent (100%)
 - (c) Preventive coverage of one hundred percent (100%)
 - (d) Basic restorative coverage of one hundred percent (100%)
 - (e) Oral surgery coverage of one hundred percent (100%)
 - (f) Endodontic coverage of one hundred percent (100%)
 - (g) Periodontic coverage of one hundred percent (100%)
 - (h) Dental repair of one hundred percent (100%)
 - (i) Major restorative coverage to provide for fifty percent (50%) payment by the carrier and fifty percent (50%) payment by the employee
 - (j) Prosthodontics coverage, including dependents, to provide for seventy-five percent (75%) payment by the carrier and twenty-five percent (25%) by the employee.
 - (k) Orthodontics coverage to provide for fifty percent (50%) payment by the carrier with a one thousand dollar (\$1,000) per person lifetime payment and fifty percent (50%) payment by the employee.

The district shall pay 100% of the cost of such benefits for each administrator who elects such coverage and 100% of the cost of such benefits for the administrator's spouse and/or dependents.

10. Vision Benefits--The district shall provide for each eligible administrator vision care benefits. The benefits which are provided shall be in accordance with the plan document and shall be equal to or

better than the vision care benefits in effect during the 1995-96 school year (*Appendix A*). The district shall pay 100% of the cost of such benefits for the administrator who elects such coverage. An administrator who is entitled to vision care benefits may elect a payroll deduction for the costs of providing vision coverage for his/her spouse and dependents.

11. Disability Benefits--Administrative team members are provided with a district-funded disability insurance plan designed to pay 60% of their monthly earnings not to exceed \$4,500 per month. The elimination period will be ninety (90) days or at the end of accumulated sick leave, whichever is later.
12. Life Insurance--Administrative team members are granted a district-funded \$100,000 life insurance policy until the time of his or her termination with the district. This insurance policy will include double indemnity for accidental death and provisions for dismemberment and shall be designed to pay death benefits to the administrative team member's selected beneficiary.
13. Flexible Spending Plan--Administrators have the opportunity to participate in a self-funded flexible spending plan under the provisions of the district's Act 125 plan. The provisions of the plan may be used for a) health care and/or b) child care.

Other benefits include:

14. Reimbursement for Mileage--Administrative team members shall be reimbursed for mileage (at the prevailing IRS rate) and other expenses for attendance at conferences and meetings related to their employment as approved by the superintendent.
15. Dues for Professional Organizations--Administrative team members are granted annually 100% district-funded professional dues to the professional association(s) related to or required by their positions.
16. Graduate School Tuition--Administrative team members are granted district-funded approved graduate school tuition and expenses to a maximum of \$5,000 per year for courses where a "B" or better is earned in graded courses or "pass" in pass/fail courses. If the administrator leaves the district within a year after taking courses, a full refund will be made to the district for any courses taken during the past 12 months.
17. Insurance Package--An insurance package will be provided to the administrators retiring from the district as follows provided the administrator has 12 years of service with the Wyomissing Area School District, is 52 years or older, and retires with full benefits from PSERS.

The District shall provide health care benefits (hospitalization, major medical, prescription, dental, and vision) for the administrator and spouse until each reaches the age of 65. This coverage shall be at the level of administrator benefits at retirement or at the level of future group plan benefits. The spouse's benefit will be forfeited in the event of divorce, but not in the event of the administrator's death.

The District will pay a total of \$2,500 per year from age 65-70 (five years) to the administrator towards the costs of a supplemental health plan as determined by the administrator. Payment will be made after proof of payment to the health provider is submitted to the district.
18. The district will reimburse administrators for up to \$400 in out-of-pocket expenses for physical examinations, medical expenses, prescription expenses, vision expenses, and/or dental expenses.