

EMPLOYMENT AGREEMENT

Agreement between Lampeter-Strasburg School District ("School District") and Dr. Andrew M. Godfrey ("Dr. Godfrey")

BACKGROUND. School District has offered to employ Dr. Godfrey, and Dr. Godfrey has accepted employment for an additional term as Assistant Superintendent of School District. School District and Dr. Godfrey believe that it is appropriate and mutually beneficial to set forth in writing their respective understandings relating to the employment of Dr. Godfrey. School District and Dr. Godfrey, both intending to be legally bound, have, therefore, entered into this Agreement and agree as follows:

1. Employment.

School District employs Dr. Godfrey, and Dr. Godfrey accepts employment, under the terms and conditions of this Agreement. The election and appointment of Dr. Godfrey by School District and his employment under this Agreement are conditioned upon Dr. Godfrey's maintaining throughout the term of this Agreement a valid and current commission and other legal credentials as may be required by law.

2. Terms of Employment.

The term of employment of Dr. Godfrey pursuant to this Agreement shall commence on July 1, 2016, and shall continue until June 30, 2021, unless terminated sooner pursuant to the provisions of this Agreement. This Agreement shall terminate on June 30, 2021, unless the Agreement is renewed for an additional term pursuant to § 1077 of the Public School Code of 1949, as amended, 24 P.S. § 10-1077. On or before January 15, 2021, the Board shall provide Dr. Godfrey with written notice that it either intends to retain him for an additional term or to consider other candidates.

3. Duties and Nature of Service.

- a) Dr. Godfrey is employed as the Assistant Superintendent of School District. In addition to those duties and powers conferred by law, Dr. Godfrey shall (subject to the control and direction of the Board of School Directors) perform such duties as assigned to him by the Board of School Directors or by the Superintendent as set forth in § 1082 of the Public School Code, 24 P.S. § 10-1082.
- b) Dr. Godfrey shall devote his full working time and best efforts to the performance of his duties as Assistant Superintendent of School District. Dr. Godfrey, so long as consistent with performance of his duties, may with the prior approval of the Superintendent:
 - (i) attend seminars, conferences, and conventions related to the duties of his position or the activities of School District and
 - (ii) undertake consultation work, speaking engagements, writing, lecturing, or other professional duties and obligations, with or without honorarium, provided that Dr. Godfrey shall not accept any honorarium that has not been previously disclosed to the President of the Board of School Directors prior to undertaking the consultation work, speaking engagement, writing, lecturing, or other professional duties and obligations.

4. Compensation, Benefits and Other Provisions.

- a) As compensation for Dr. Godfrey's services and performance by Dr. Godfrey of his obligations under this Agreement, School District shall pay Dr. Godfrey a salary at the rate of \$134,603 per fiscal year (2016-2017), payable on School District's customary salary payment dates. Such salary shall be evaluated annually and may be increased from time to time at the discretion of the Board of School Directors. In addition, upon attaining mutually agreed upon objectives, Dr. Godfrey shall be entitled to incentive pay in an amount determined at the discretion of the Board of School Directors.
- b) In addition to the other compensation and benefits provided in this Agreement and except as otherwise provided herein, Dr. Godfrey shall, in addition to the fringe benefits specifically included or referenced herein, be entitled to any fringe benefits set forth in the School District's Administrative Compensation Plan adopted pursuant to § 1164 of the Public School Code of 1949, as amended 24 P.S. § 11-1164 ("Act 93 Plan") in effect on the commencement of this Agreement. If the fringe benefits under the School District's Act 93 Plan are increased, then the fringe benefits of Dr. Godfrey shall be increased in the same manner.
- c) Miscellaneous.

Nothing contained in this Agreement shall preclude the School District from providing additional benefits to Dr. Godfrey as agreed between him and the Board of School Directors, in which event the Agreement shall continue in full force and effect except that the terms of this Agreement relating to fringe benefits shall be deemed modified to reflect the increased or additional benefits.

5. Formal Written Performance Evaluation.

- a) No later than May 1 of each fiscal year, Dr. Godfrey shall provide a written self-assessment to the Superintendent and the Board of School Directors. On or before June 25 of each fiscal year, the Superintendent, the Board of School Directors and Dr. Godfrey shall meet in closed Executive Session for the purpose of evaluation of the performance of Dr. Godfrey. The Superintendent and the Board of School Directors shall complete a written evaluation by June 30 of each fiscal year and shall use a mutually agreed upon method as the basis for said evaluation. Any assessment system selected shall require the Board of School Directors to speak in one voice by voting as an entire Board rather than "averaging" the feedback of each member regarding each aspect of the evaluation. In the event the Board consensus and the Superintendent determine that the performance of Assistant Superintendent is unsatisfactory in any respect, the evaluation shall describe in writing and, in reasonable detail, the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to Dr. Godfrey on or before June 30 of each year during the term of this Agreement. Dr. Godfrey shall have the right to make a written response to the evaluation. The evaluations of the Superintendent and the Board, as well as Dr. Godfrey's responses shall be totally confidential, private, and in no manner become public knowledge or conversation. The parties shall have the mutual right to waive a formal performance evaluation in any year of the Agreement provided; however, that Dr. Godfrey's performance shall be deemed satisfactory and Dr. Godfrey shall not be subject to discipline, discharge, or removal on the basis of neglect of duty or incompetency in any year when a formal performance assessment is not completed in accordance with this Agreement.
- b) In accordance with § 1073.1 of the Public School Code of 1949, as amended, 24 P.S. § 1073.1, the Superintendent, the Board of School Directors and Dr. Godfrey shall agree on objective performance standards for use in the performance evaluation of Dr. Godfrey for the 2016-2017 school year. The parties shall agree upon such objective performance standards prior to July 1, 2016. The objective performance standards shall be in writing, approved, and executed by both parties and shall be made a part of this Agreement. As required by § 1073.1(b.1) of the Public School Code, the written objective performance standards shall be posted in the School District's publically accessible Internet Web site.

- c) On or before June 30 of each subsequent year of this Agreement, the parties shall review and where appropriate, revise the objective performance standards in writing for the performance evaluation process for the following school year. As required by § 1073.1(b.1) of the Public School Code, the written objective performance standards shall be posted on the School District's publicly accessible Internet Web site.

6. Sabbatical Leave, Professional Development Leave.

Dr. Godfrey acknowledges that his employment under this Agreement, and the salary and benefits to which he is entitled under this Agreement, were agreed upon based upon Dr. Godfrey's waiving any right to request, or to be granted, a sabbatical leave or professional development leave; and Dr. Godfrey hereby waives any right to request, or to be granted, a sabbatical leave or professional development leave.

7. Termination of Agreement.

a) Agreement.

Mutual agreement of Dr. Godfrey and the Board of School Directors.

b) Resignation/Retirement.

Resignation or retirement of Dr. Godfrey.

c) Disability of Dr. Godfrey.

In the event Dr. Godfrey is disabled and unable to perform the essential functions of the job with or without reasonable accommodations for a period of six (6) consecutive months, then the School District may, by notice to Dr. Godfrey given prior to the date Dr. Godfrey is able to resume performance of his duties, terminate this Agreement.

d) Termination for Cause.

Dr. Godfrey's employment may be terminated for cause. The Assistant Superintendent shall be subject to discharge for a valid and just cause for the reasons specified in Section 1080 of the Public School Code of the Commonwealth of Pennsylvania. The Board shall not arbitrarily or capriciously call for his dismissal, and the Assistant Superintendent shall, in any event, have the right to written charges, notice of hearing, fair and impartial hearing, all elements of due process, and the right to appeal to a court of competent jurisdiction. At any such hearing before the Board, the Assistant Superintendent shall have the right to be present and to be heard, to be represented by counsel, and to present evidence, 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 Assistant Superintendent. Assistant Superintendent shall have the right to be represented by counsel at his sole cost and expense.

e) Death.

Death of Dr. Godfrey.

8. Indemnity.

In accordance with and subject to, the provisions of the Political Subdivision Tort Claims Act, the Board shall defend, hold harmless, and indemnify Dr. Godfrey from any and all demands, claims, suits, action, and legal proceedings brought against Dr. Godfrey in his official capacity as agent for the School District. This obligation shall survive the termination of this Agreement.

9. Waiver of Breach.

The waiver by School District of due performance of, or compliance with, any provisions of this Agreement by Dr. Godfrey shall not operate or be construed as a waiver of due performance or compliance by Dr. Godfrey thereafter.

10. 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.

11. Headings.

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

12. Governing Law.

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

13. Entire Agreement; Modification.

This Agreement sets forth the entire understanding of School District and Dr. Godfrey with respect to the subject matter of this Agreement and supersedes and replaces all prior representations, discussions, understandings, or agreements relating to the subject matter of this Agreement. 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, School District and Dr. Godfrey have signed this Agreement as of May 2, 2016, effective as of July 1, 2016.

LAMPETER-STRASBURG SCHOOL DISTRICT

Cindy S. Hamill
Attest

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Attest

Jane E. Holliday
Witness

By: Jeffrey A. Bell
President

By: Jeanne L. Hayward
Secretary

Andrew M. Godfrey
Andrew M. Godfrey, Ed.D.