

**COUNCIL ROCK SCHOOL DISTRICT  
CONTRACT FOR EMPLOYMENT OF DISTRICT SUPERINTENDENT**

**THIS CONTRACT** is made and entered this 2<sup>nd</sup> day of June, 2022, by and between the Board of School Directors of the Council Rock School District (hereinafter referred to as “District,” “Board,” or “Board of School Directors”) and Andrew J. Sanko, Ed.D., hereinafter referred to as “District Superintendent” or “Dr. Sanko”).

**WHEREAS**, the Board of School Directors of the District, at a meeting, duly and properly called on the 2<sup>nd</sup> day of June, 2022, did appoint Dr. Sanko to the office of District Superintendent in accordance with the Sections 508, 1071, 1073 and 1073.1 of the Commonwealth of Pennsylvania's Public School Code of 1949, as amended (hereinafter referred to as “Public School Code”); 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 hereby employs Dr. Sanko, and Dr. Sanko hereby accepts said employment, as District Superintendent of the Council Rock School District for a five (5) year term commencing on June 3, 2022 and ending on June 2, 2027 (“Term”).

This Contract shall terminate immediately upon the expiration of the aforesaid Term unless sooner modified or terminated in accordance with this Contract and/or allowed to renew automatically in accordance with Section 1073(b) of the Public School Code.

**2. Professional Qualifications.**

The District Superintendent covenants that he possesses all of the qualifications that are required by law to serve as the District Superintendent in the Commonwealth of Pennsylvania and that he will maintain the same throughout the Term of this Contract. The District Superintendent further agrees to subscribe to and take the oath of office before entering upon his duties, in accordance with Section 1004 of the Public School Code.

**3. Duties and Responsibilities.**

A. During the Term of this Contract the District Superintendent agrees to serve as Chief Administrator of the District and Executive Officer for the Board of School Directors, and to perform the duties of the District Superintendent to the best of his abilities in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the District's current Job Description for the position of District Superintendent (attached and incorporated into this Contract as Appendix A), which may be amended by the Board in

consultation with the Superintendent and the provisions of this Contract.

B. The District Superintendent shall be responsible for the total day-to-day administration of the District subject to officially adopted policies of the Board in accordance with the Public School Code. All official contacts between Board Members and the staff of the District shall be through the District Superintendent. Nothing in this section shall preclude the right of Board Members to exercise their responsibilities as individual Board members in the areas of monitoring District operations, conducting oversight activities, or visiting schools, as set forth in Board policy or directed by the Board.

C. The District 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. The District Superintendent and/or his designee shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, excepting those relating to the District Superintendent's own employment, and shall serve as advisor to the Board and its committees in all matters affecting the District. The Board and its members individually may refer all criticisms, complaints and suggestions called to its attention to the District Superintendent for study, disposition, or recommendation as appropriate.

D. The District Superintendent agrees to devote his time, attention, energies, skills and labor to his employment as District Superintendent during the term of this Contract provided, however, that he may undertake and be compensated for outside work, including consultative work, speaking engagements, writing, lecturing, adjunct teaching, or other professional services which do not substantially interfere with his obligations pursuant to this Contract, provided the outside work is approved by the Board.

#### **4. Compensation - Salary and Benefits**

A. **Salary.** In recognition of the complexity of the position of District Superintendent and the Board's desire to compensate its District Superintendent fairly, the Board of School Directors and the District Superintendent agree to the following:

(1) Effective June 3, 2022, the annual salary of the District Superintendent shall be the amount of Two Hundred Twenty Thousand Dollars (\$220,000.00). The Board shall not decrease the District Superintendent's salary at any time during the Term of this Contract, or through any amendment or extension of this Contract without his written consent.

(2) On July 1, 2023, and on July 1 of every subsequent year of this Contract, the District Superintendent shall receive a minimum increase added to his base salary in an amount equal to two percent (2%) of his then-current annual salary. Each increase shall be added to and become part of his annual salary. The District Superintendent shall not receive a salary increase in any year when the District Superintendent's performance is rated as "unsatisfactory" on his annual performance assessment for the prior school year, in accordance with the provisions of this Contract.

(3) The District Superintendent may receive a bonus through the evaluation process in accordance with this Contract, which bonus shall be an amount determined by the Board in its discretion.

(4) The Board may provide the District Superintendent with additional salary increases and additional merit-based bonuses in its discretion throughout the life of this Contract.

(5) The established annual salary shall be paid in equal installments in accordance with the policy or agreement governing other twelve (12) month administrators in the District, unless otherwise agreed to in writing by the Board and District Superintendent.

B. **Benefits.** In addition to salary as set forth herein, the District shall provide the District Superintendent with the following benefits:

(1) **Vacation Leave and Holidays**

a. On June 3, 2022, the District Superintendent shall carry forward in this Contract and be credited with all of his unused vacation leave accrued during his employment with the District. In addition, the District Superintendent shall receive twenty-six (26) days of vacation leave with full pay each year of this Contract, which shall be credited in full on July 1, 2022 and July 1 of each subsequent year of this Contract. On June 30th of each year of this Contract, the District shall pay the District Superintendent his then-current per diem rate for each day of unused vacation leave up to a maximum payment for fifteen (15) days of unused vacation leave. ("Per diem rate" as the term is used throughout this Contract shall equal the District Superintendent's then-current gross annual salary divided by two hundred sixty). The District shall make such payment as a non-elective employer contribution to the District Superintendent's 403(b) tax-sheltered annuity plan ("403(b) Plan"). These non-elective contributions shall be subject to the limits established by law for such accounts. There is no cash option for such payments. The District Superintendent's unused vacation leave, if any, which is not paid out under this Paragraph shall carry forward and accrue from year to year, not to exceed maximum amounts permitted by law.

b. Subject to any maximum accrual of days permitted by law, the School District shall pay the District Superintendent for unused days of vacation leave at the time this Contract is terminated for any reason, whether voluntarily or involuntarily, at which time the School District shall pay the District Superintendent his then-current per diem rate for each day of unused vacation leave. The District shall make such payment for unused vacation leave as a non-elective employer contribution into the District Superintendent's 403(b) Plan. If the payment amount exceeds the contribution limits under Section 415(c) of the Internal Revenue Code, the excess shall be contributed in subsequent years until such payment is fully made, subject to the limitations of the Internal Revenue Code. There is no cash option for such payments for unused vacation leave.

c. The District Superintendent shall receive, with full pay, the same holidays available to twelve-month administrative employees covered under the School District's administrator compensation plan adopted pursuant to Section 1164 of the Public School Code (24

P.S. 11-1164) (“Administrator Compensation Plan”).

**(2) Sick Leave**

a. On June 3, 2022, the District Superintendent shall carry forward in this Contract and be credited with all of his unused sick leave accrued during his employment with the District. In addition, the District Superintendent shall receive twelve (12) days of sick leave with full pay in each year of this Contract, which shall be credited in full on July 1, 2022 and on July 1 of each subsequent year of this Contract. Unused sick leave shall accrue from year to year without limit.

b. At such time as this Contract is terminated for any reason, except for termination for cause under Section 1080 of the Public School Code, whether voluntarily or involuntarily, the District shall pay the District Superintendent for unused days of sick leave, which are not otherwise transferred to a new public school employer as designated at such time in the sole discretion of the District Superintendent, the maximum compensation for unused sick leave under the District's Administrator Compensation Plan. The School District shall make such payment for unused sick leave to the District Superintendent as a non-elective employer contribution to the District Superintendent's Section 403(b) plan. This non-elective contribution shall be subject to an amount up to or equal to the limits established by law for such accounts. If the payment amount exceeds the contribution limits under Section 415(c) of the Internal Revenue Code, the excess shall be contributed in subsequent years until such payment is fully made, subject to the limitations of the Internal Revenue Code. There is no cash option for such payments for unused sick leave.

c. The District Superintendent may use his days of sick leave each year to care for members of his "immediate family" as that term is defined in the "Bereavement Leave" subparagraph of this Contract. Sick days used for members of his "immediate family" will be deducted from his allocated sick leave in the same manner as those used for his own illness.

**(3) Personal Leave**

The District Superintendent shall receive three (3) days of personal leave with full pay each year of this Contract, which shall be credited in full on July 1, 2022, and on July 1 of each subsequent year of this Contract. Any days of unused personal leave accumulated on June 30th of each year of this Contract shall be converted to the District Superintendent's sick leave. In addition at the time this Contract is terminated for any reason, whether voluntarily or involuntarily, any days of unused personal leave shall be converted to the District Superintendent's sick leave.

**(4) Bereavement Leave**

The District Superintendent shall be entitled to three (3) days of bereavement leave, with full pay, because of a death in the District Superintendent's immediate family. "Immediate family" is defined as father, mother, brother, sister, spouse, son, daughter, parent-in-law, stepparent, grandparent, grandchild, someone residing in the same household or any person with whom the District Superintendent lives. The District Superintendent shall be entitled to one (1)

day of bereavement leave, with full pay, because of a death of a near relative. "Near relative" is defined as District Superintendent's aunt, uncle, niece, nephew, first cousin, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. The Board may provide additional days of bereavement leave to the District Superintendent due to death in his immediate family or where extensive travel is required. The District Superintendent may use additional days of sick leave for bereavement, in his sole discretion.

**(5) Jury Duty and Court Appearances**

The District Superintendent shall be permitted to attend, without loss of pay or benefits, jury duty and court and other appearances for any proceeding in which he is subpoenaed to appear.

**(6) Life Insurance**

The District shall provide a term life insurance policy for the District Superintendent with a death benefit in the amount equal to two (2) times the District Superintendent's annual base salary for that school year. The District Superintendent shall have the sole right to determine the beneficiary of such policy.

**(7) Disability Insurance**

The District shall obtain and pay the full cost of the premiums for the purchase of a disability income protection insurance policy for the District Superintendent, which policy shall provide monthly disability income to the District Superintendent in an amount equal to sixty-six and two-thirds percent (66 2/3%) of the District Superintendent's gross monthly salary not to exceed Nine Thousand Four Hundred Dollars (\$9,400.00) per month. The policy shall entitle the District Superintendent to disability payments beginning after the thirtieth days of disability and continuing until age sixty-five (65) under a policy selected and fully paid for by the District.

**(8) Medical Insurance Benefits**

(a) The District shall provide the District Superintendent, his spouse, and eligible dependents medical insurance benefits, including but not limited to hospitalization, physician coverage, major medical, prescription, vision, and dental coverage, under the same terms and conditions, including premium contributions, as provided under the School District's Administrator Compensation Plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164) or to any other District employee. The District Superintendent shall have the right, at his sole discretion, to select his medical insurance coverage from the plan coverage offered by the District to any District employee.

(b) In the event the District Superintendent's spouse becomes employed by the District, the District Superintendent and his spouse may elect only one coverage for the spouse, and other eligible dependents under one of the plans available for selection (i.e., one Health Benefit Plan per family).

(c) In the event that CREA members become eligible for covered benefits not currently available to CRAA Administrators, those same benefits will be provided to the Superintendent (e.g., vision plan benefits, orthodontic benefits).

**(9) Liability Insurance**

The District shall pay the premium cost for comprehensive errors and omissions liability policy coverage for the District Superintendent that will cover the costs of liability and attorney fees, subject to the limitations and conditions of the policy.

**(10) Professional Development and Continuing Education**

The District shall pay the full cost for all professional development courses and continuing education courses taken by the District Superintendent during the Term of this Contract provided that such courses are approved by the Board.

**(11) Professional Associations and Community Service Organizations**

(a) The Board acknowledges that the duties of the District Superintendent require his participation in professional associations and presence at numerous meetings, conventions, and conferences in order to maintain awareness of current issues, programs and information pertinent to the District. The Board further acknowledges that the District Superintendent's participation in seminars, workshops, in-service programs, professional development, mentoring programs and/or school activities is necessary to maintain the knowledge and skills required of his position. The Board supports the District Superintendent's participation in such activities and will pay for or reimburse him the reasonable costs of such participation, provided the District Superintendent has notified the Board in advance and demonstrates his participation will advance the goals and interests of the District.

(b) The District shall pay the full cost of the District Superintendent's annual membership and participation in the American Association of School Administrators (AASA); the Pennsylvania Association of School Administrators (PASA); ASCD, the Pennsylvania Association of Supervision and Curriculum Development (PASCD); and the University of Pennsylvania School Study Council. In addition, the District shall pay or reimburse the Superintendent for the reasonable costs of annual membership and participation in local community service organizations (by way of example only, the Newtown Exchange Club, and local Kiwanis and Rotary Club). The District recognizes the importance of professional growth and development provided by these affiliations and encourages and permits the District Superintendent to participate actively. The District and Superintendent may mutually agree to change, add to, or delete the professional association memberships covered by this paragraph and to be effective, any such change shall be in writing and approved by the Board and the District Superintendent.

**(12) Meetings, Conventions and Conferences**

The duties of the District Superintendent require his presence at meetings,

conventions, and conferences in order that he can maintain awareness of current education-related issues and information. The District Superintendent shall have the right to attend regional, state and at least one national meetings, conventions and conferences for the purpose of professional development. The District considers the expenses involved in such activities to be directly related to his duties and appropriate for reimbursement. The District Superintendent shall be reimbursed for all costs associated with such meetings, conventions and conferences including registration, travel, food and lodging in accordance with District policies and procedures applicable to other District professional employees.

**(13) 403(b) Plan Contributions**

In addition to the District Superintendent's salary, the District shall make non-elective employer contributions to the District Superintendent's 403(b) Plan in an annual amount equal to ten percent (10%) of the District Superintendent's then-current gross annual salary, which shall be annually prorated over twelve monthly contributions. There is no cash option for such contributions.

**(14) Expense and Mileage Reimbursement**

The District shall fully reimburse the District Superintendent for all reasonable expenses incurred by the District Superintendent in the discharge of his duties, upon proper documentation. This shall include reasonable travel expenses incurred while performing his duties pursuant to this Contract. When using his personal vehicle, the District Superintendent shall be reimbursed for mileage at the Internal Revenue Service (IRS) rate per mile in effect at the time the travel occurred. Such expense reimbursement costs shall be approved by the Board in accordance with Board policies and procedures. This shall not include commuting to and from work.

**(15) Retirement Incentive**

Any potential retirement incentive offered to CREA members shall also be offered to the District Superintendent.

**(16) Mentoring Expense**

For the 2022-23 and 2023-24 school years, the Board authorizes the District Superintendent, in his sole discretion, to select a mentor to coach, mentor and/or advise him with respect to all aspects of the District Superintendent's duties and role as an educational leader in Pennsylvania. The District shall pay the full cost and expenses related to the District Superintendent's mentor and the District Superintendent's participation in the selected mentorship program, if any, not to exceed Five Thousand Dollars (\$5,000.00) per year. The relationship, contacts, and information shared between the District Superintendent and his mentor shall be private and no such information of any kind shall be shared by the mentor with the Board unless approved in writing by the District Superintendent.

**(17) District-issued Technology**

The District shall pay the full cost to provide the District Superintendent with District-issued technology as selected by the District Superintendent with approval of the Board President, including, but not limited to, a cellular smartphone, a desktop and/or laptop computer, office and mobile Internet access, iPad or other tablet device with a cellular data plan and other devices as such are deemed appropriate by the District Superintendent and Board President. Such District-issued technology remains the property of the District and is provided to the District Superintendent for his use in conducting his professional duties on behalf of the District. Due to the nature of the District Superintendent's responsibilities and schedule with the District, it will not be a violation of any District Policy or this Contract for the District Superintendent to reasonably use, for personal use, District-issued equipment, technology and electronic resources such as computers, email, phone, internet service, and the like.

**(18) Other Benefits**

So long as such benefits and incentives are not duplicative of those specifically set forth in the Contract, the District Superintendent shall be entitled to any and all benefits and incentives provided to any other District administrative employee, including but not limited to all benefits and incentives specified in the District's Administrator Compensation Plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164). Any increases in benefits and incentives in the District's Administrator Compensation Plan extended to any District administrative employee during the Term of this Contract will also be provided to the District Superintendent. In the case of any duplication, conflict or inconsistency of benefits or incentives between the then-current Administrator Compensation Plan, and this Contract, the District Superintendent shall receive the benefits and incentives most advantageous to the District Superintendent. Nothing contained herein shall preclude the District from providing additional benefits and incentives to the District Superintendent as may be agreed to by the parties.

**5. Assessment of Performance.**

A. The Board shall evaluate, in writing, the performance of District Superintendent once a year during the Term of this Contract, no later than June 30 of each year, unless the parties mutually agree in writing on another date for the performance evaluation. The annual performance assessment shall be conducted in an executive session limited to the District Superintendent and members of the Board. The Board and District Superintendent hereby agree to use the evaluation instrument and method attached hereto and incorporated by reference as Appendix B and will annually work together collaboratively to review and revise the evaluation instrument and method, as necessary. Provided, however, that any evaluation instrument and method selected shall require the Board of School Directors to complete its final annual assessment of the District Superintendent's performance as one Board. In the event the Board determines that the performance of the District 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 the District Superintendent. The District Superintendent shall have the right to make a written response to the evaluation. The Board's evaluations and the District Superintendent's response(s) shall be private and in no manner become public knowledge



either through verbal or written communication, except as otherwise expressly required by state or federal law or as mutually agreed upon by the Board and District Superintendent. The District Superintendent's performance shall be deemed proficient, and the District Superintendent shall not be subject to discipline, discharge or termination on the basis of neglect of duty or incompetency in any year when a formal performance assessment is not completed in accordance with this Contract.

B. The performance assessment shall be used for the following purposes, including but not limited to:

(1) To strengthen the working relationship between the Board and the District Superintendent and to clarify for the District Superintendent and individual members of the Board of School Directors the responsibilities the Board relies on the District Superintendent to fulfill;

(2) To discuss and establish goals and/or objective performance standards for the ensuing year; and

(3) To establish the basis for possible increases in the annual salary and/or merit-based bonuses for the District Superintendent.

C. Performance Expectations, Including Objective Performance Standards.

In accordance with Section 1073.1 of the Public School Code, the performance of the District Superintendent shall be assessed in part against the objective performance standards that have been mutually agreed upon by the Board and the District Superintendent. The Board shall post the mutually agreed upon objective performance standards on the District website and shall also annually post the date of the District Superintendent's annual performance assessment and whether the District Superintendent met the agreed upon objective performance standards. No other information regarding the District Superintendent's performance assessment shall be posted on the District website or in any other manner disclosed by the District unless expressly required to do so by state or federal law or as mutually agreed upon in writing by the Board and District Superintendent. The Board and District Superintendent hereby mutually agree to the objective performance standards which are attached hereto as Appendix C and incorporated herein by reference, and which shall be reviewed and updated as necessary on or before July 1st of each year of this Contract unless another date is mutually agreed upon by the Board and District Superintendent.

D. The provisions of this Contract shall apply to and control the performance evaluation of the District Superintendent and shall supersede and replace, to the extent there is any conflict or inconsistency, any and all District policies and past practices of the Board.

## **6. Professional Liability.**

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

or reasonably believed he was acting, within the scope of his employment. This obligation shall survive the termination of this Contract.

**7. Internal Revenue Code Section 409A Compliance.**

This Contract and its operation are intended to comply with Section 409A of the Internal Revenue Code to the extent such IRC section applies to any non-qualified deferred compensation paid hereunder. The District and District Superintendent intend that this Contract shall be administered, interpreted and construed in a manner consistent with Section 409A of the Internal Revenue Code and the regulations relating thereto so as not to subject the District Superintendent to the payment of tax, interest and any tax penalty which may be imposed under Section 409A. The provisions of this Contract shall be construed and interpreted in such a manner consistent with such good faith intent. Each payment and each installment described in this Contract shall be considered a separate payment from each other payment or installment. Notwithstanding any other provision of this Contract, it is intended that any payment or benefit which is provided pursuant to or in connection with this Contract which is considered to be nonqualified deferred compensation subject to Section 409A of the Code shall be provided and paid in a manner, and at such time and in such form, as complies with the applicable requirements of Section 409A of the Internal Revenue Code. The District and the District Superintendent shall cooperate in good faith to modify this Contract as necessary to comply with the requirements of Section 409A of the Internal Revenue Code and preserve to the maximum extent possible the economic value of the relevant payment or benefit to the District Superintendent under this Contract. This obligation shall survive the termination of this Contract.

**8. Reappointment.**

The Board shall notify the District Superintendent, in writing by certified mail, no later than ninety (90) days prior to the expiration of the Contract Term, of the Board of School Directors' intent not to reappoint him, to reappoint him or that another or other candidates will be considered for the office. Should the District Superintendent not be so notified, the Term of this Contract shall be extended one (1) time for a one (1) year period, upon the conclusion of which the District Superintendent's term of office shall terminate unless the Board takes action to extend the term consistent with applicable law. The terms and conditions of this Contract shall be incorporated into any such one (1) year extension unless mutually agreed in writing otherwise by the Board and the District Superintendent.

**9. Termination.**

This Contract may be terminated prior to the end of the Term of this Contract as follows:

A. The District Superintendent shall be subject to discharge and termination of this Contract for the reasons specified in Section 1080 of the Public School Code (which reasons are neglect of duty, incompetency, immorality, and intemperance). However, the Board shall not arbitrarily or capriciously call for the District Superintendent's dismissal without first providing the District 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. At any such hearing before the Board, the District Superintendent shall have the right to be present and to be heard, to be represented by counsel, and to present evidence, through witnesses, testimony, and documentation relevant to the issue. A transcript of the record of proceedings before the Board shall be made available without charge to the District Superintendent. The District Superintendent shall have the right to be represented by counsel at his sole cost and expense. Provided, however, if the charges against the District Superintendent are not sustained and/or should the District Superintendent prevail in any hearing or appeal, the Board shall reimburse the District Superintendent for reasonable legal fees and expenses incurred by the District Superintendent in the proceedings.

B. This Contract may be unilaterally terminated without penalty by the resignation of the District Superintendent at any time; provided the District Superintendent gives the Board at least ninety (90) days' notice prior to the effective date of the resignation. If this Contract is terminated in this manner, the District shall promptly pay and provide to the District Superintendent all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverage and payment for unused leave, the District Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the effective date of his resignation and termination of this Contract, plus any applicable post-employment and retirement benefits provided for in this Contract. The Board, in its sole and absolute discretion, may waive the notification period under this provision, in whole or in part, upon request of the District Superintendent.

C. This Contract may be terminated by the mutual consent, in writing, of the District Superintendent and the Board. If this Contract is terminated in this manner, the District shall promptly pay and provide to the District Superintendent, to the extent permitted by law, all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and coverage and payment for unused leave, the District Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the mutually agreed upon effective date of the termination of this Contract plus any applicable post-employment and retirement benefits provided for in this Contract and any additional amount mutually agreed upon by the Board and District Superintendent. It is understood that any additional amounts mutually agreed upon by the Board and District Superintendent would be subject to the provisions set forth in Section 1073(e)(3) of the Public School Code (24 P.S. §10-1073(e)(3)).

D. This Contract shall be terminated upon the death of the District Superintendent, at which time the District shall pay to the District Superintendent's surviving spouse, or if no surviving spouse to his estate all of the aggregate compensation, salary, and benefits the District Superintendent earned, accrued and/or is entitled to under this Contract through the date of the District Superintendent's death.

## **10. Modification.**

This Contract shall not be amended, changed or modified, except in writing approved of and signed by the District Superintendent and approved of by the Board and signed by a duly authorized officer(s) of the Board.

**11. Savings.**

Should any provision of this Contract be declared illegal or unenforceable by a court of competent jurisdiction, said provision shall be deleted from this Contract to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Contract if not affected by the deleted provision. If at any time thereafter such provision 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.

**12. Obligations.**

This Contract shall be binding upon and shall inure to the benefit of District and its duly authorized representatives and successors. This Contract shall be binding upon and shall inure to the benefit of the District Superintendent and, to the extent applicable, his personal representatives and heirs.

**13. Statutory Reference.**

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

**14. Applicable Law.**

This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

[Signatures on following page]

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

ATTEST:

COUNCIL ROCK SCHOOL DISTRICT

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Ed Salamon, President of the Board

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

WITNESS:

SUPERINTENDENT

\_\_\_\_\_

\_\_\_\_\_  
Andrew J. Sanko, Ed. D

Dated \_\_\_\_\_