

**YORK SUBURBAN SCHOOL DISTRICT
CONTRACT FOR EMPLOYMENT OF DISTRICT SUPERINTENDENT**

THIS CONTRACT is made and entered this 8th day of September, 2025, by and between the Board of School Directors of the **York Suburban School District** (hereinafter referred to as “District,” “Board,” or “Board of School Directors”) and **Scott T. Krauser, Ed.D.**, hereinafter referred to as “District Superintendent” or “Dr. Krauser”).

WHEREAS, the Board of School Directors of the District, at a regularly scheduled meeting, duly and properly called on the 8th day of September, 2025, did reappoint Dr. Krauser 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. Krauser, and Dr. Krauser hereby accepts said employment, as District Superintendent of the York Suburban School District for a five (5) year term commencing on July 1, 2026 and ending on June 30, 2031 (“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. Authority of District Superintendent.

The District and District Superintendent hereby retain and reserve all power, rights, authority, duties and responsibilities conferred upon it and him, respectively, by the laws of the Commonwealth of Pennsylvania save for any power, rights, authority, duties and responsibilities limited by the express terms of this Contract.

3. 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.

4. 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 Job Description for the position of District Superintendent (attached and incorporated into this Contract as Appendix A), 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 law. The administration of policy, the operation and management of the schools, and the direction of employees of the School District shall be through the District Superintendent. Duties and responsibilities therein shall be performed and discharged by him or by his staff under his direction. All official contacts between Board Members and the staff of the District shall be through the District Superintendent exclusively. 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, and executive sessions 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 shall promptly 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 full 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 interfere with the his obligations pursuant to this Contract, provided the Board is informed of such outside activities.

E. The duties of the District Superintendent require participation in professional associations and presence at numerous meetings, conventions, and conferences in order to maintain awareness of current issues, programs and information. Additionally, the District Superintendent's 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, including membership dues and fees in at least three professional associations, to be directly related to the District Superintendent's duties and shall be paid for or reimbursed by the District in accordance with District policy and procedures, so long as such expenses do not exceed budgeted amounts, and this Contract.

F. The District shall make no Agreement with any other employee group or individual that would interfere with the District Superintendent's carrying out managerial, administrative, or supervisory responsibilities and general duties for the position of District Superintendent.

G. Due to the nature of the District Superintendent's work responsibilities, the District Superintendent shall have discretion in scheduling his workday to flex his in-office hours to accommodate evening, daytime, and weekend meetings and District activities.

5. 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, and in consideration of the District Superintendent's agreement to perform his duties to the best of his ability, the Board of School Directors and the District Superintendent agree to the following:

(1) Effective July 1, 2026, the annual salary of the District Superintendent shall be the amount of Two Hundred Twenty-nine Thousand, Seven hundred fifty dollars (\$229,750.00). 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, 2027, and on July 1 of every subsequent year of this Contract, the District Superintendent shall receive a minimum increase added to his annual salary in an amount equal to three and one-half percent (3.5%) of his then current annual salary. Each increase shall be added to and become part of his annual salary. The Board may provide additional increases to the District Superintendent's salary and additional merit-based bonuses in its discretion throughout the life of this Contract. However, the District Superintendent shall not be eligible for the minimum salary increase if the District Superintendent's overall performance rating is rated as "unsatisfactory" on his annual performance assessment for the prior school year, in accordance with the provisions of this Contract. The District in so annually adjusting the District Superintendent's salary shall not be considered to have entered into a new contract with the District Superintendent or to have extended the termination date of this Contract.

(3) 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 July 1, 2026, the District Superintendent shall carry forward in this Contract and be credited with all of his accrued, unused vacation leave accrued during his employment with the District. In addition, the District Superintendent shall receive thirty (30) days of vacation leave with full pay each year of this Contract, which shall be credited in full on

July 1, 2026 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 twenty (20) days of unused vacation leave. Such payment shall be made as a non-elective employer contribution to the account established for the Superintendent in either the 403(b) tax sheltered annuity plan or the Section 457 plan; provided, however, that the timing and amount of such contributions shall be subject to any restrictions imposed by law. There is no cash option for such payment of unused vacation leave. The District Superintendent's unused vacation leave, which is not paid out under this Paragraph shall accrue from year to year, provided that the District Superintendent shall not carry over more than twelve (12) unused days of vacation leave into a subsequent school year. If the District Superintendent works less than a full school year, vacation leave shall be pro-rated for that school year.

b. 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, including but not limited to retirement, resignation, termination, death, mutual consent, or non-renewal of this Contract, at which time the School District shall pay the District Superintendent his then-current per diem rate of pay for each day of unused vacation leave, up to a maximum payment for thirty-seven (37) days of unused vacation leave. ("Per diem rate of pay" as the term is used throughout this Contract shall equal the District Superintendent's then-current gross annual salary divided by two hundred sixty). If death is the cause of termination, such payment shall be made to the District Superintendent's surviving spouse or if no surviving spouse to his estate and/or heirs to the extent permitted by law. Such payment for unused vacation leave shall be made in the form of a non-elective employer contribution into a 403(b) plan for the District Superintendent. 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. It is understood and agreed that the District Superintendent shall not utilize vacation leave during the first two (2) weeks of school or the last two (2) weeks of school, except as otherwise expressly authorized by the Board president.

d. 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).

(2) Sick Leave

a. On July 1, 2026, 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, 2026 and on July 1 of each subsequent year of this Contract. In addition, the unused portion of such allowance of sick leave shall accrue from year to year without limit. If the District Superintendent works less

than a full school year, sick leave shall be pro-rated for that school year.

b. On June 30th of each year of this Contract, if the District Superintendent has a balance of more than one hundred (100) days of unused sick leave, the District shall pay the District Superintendent for days of sick leave he surrenders up to a maximum of forty (40) days of surrendered sick leave per year. Such payment to the District Superintendent for his days of surrendered sick leave shall be seventy-five dollars (\$75) for each day of his surrendered sick leave and shall be made in the form of a non-elective employer contribution into a 403(b) account for the District Superintendent provided such contribution would not exceed the contribution limits under section 415(c) of the Internal Revenue Code for the year. If the payment exceeds the applicable contribution limits, the excess shall be contributed into the District Superintendent's 403(b) account 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 payment.

c. At such time as this Contract is terminated for any reason, whether voluntarily or involuntarily, including but not limited to retirement, resignation, termination, death, mutual consent, or non-renewal of this Contract, 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, at the rate of seventy-five dollars (\$75) for each day of unused sick leave. If death is the cause of termination, such payment shall be made to the District Superintendent's surviving spouse or if no surviving spouse to his estate and/or heirs to the extent permitted by law. 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.

d. Notwithstanding any of the foregoing, the District shall not be obligated to make any payments to the District Superintendent for unused sick leave in the event he is removed from office and has this contract terminated for cause pursuant to Section 10-1080 of the Public School Code.

e. The District Superintendent may use up to twelve (12) of 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

a. The District Superintendent shall receive five (5) days of personal leave with full pay each year of this Contract, which shall be credited in full on July 1, 2026, and

on July 1 of each subsequent year of this Contract. Unused personal leave shall not accrue from year to year.

b. At such time as this Contract is terminated for any reason, whether voluntarily or involuntarily, including but not limited to retirement, resignation, termination, death, mutual consent, or non-renewal of this Contract, the District shall pay the District Superintendent his then-current per diem rate of pay for each day of unused personal leave up to a maximum payment for five (5) days of unused personal leave. If death is the cause of termination, such payment shall be made to the District Superintendent's surviving spouse or if no surviving spouse to his estate and/or heirs to the extent permitted by law. The School District shall make such payment for unused personal 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 personal leave.

c. Notwithstanding any of the foregoing, the District shall not be obligated to make any payments to the District Superintendent for unused personal leave in the event he is removed from office and has this contract terminated for cause pursuant to Section 10-1080 of the Public School Code.

(4) Bereavement Leave

The District Superintendent shall be entitled to five (5) 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 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 obtain and pay the full cost of the premiums for the purchase of a term life insurance policy with a benefit amount equal to two and one-half (2.5) times the District Superintendent's annual salary, rounded to the next highest thousand-dollar amount. 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. The policy shall entitle the District Superintendent disability payments to begin ninety-one (91) days after the last day worked and continuing until age sixty-five (65).

(8) Medical Insurance

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, or substantial equivalents thereto, and contributions to the District Superintendent's Health Savings Account, under the same terms and conditions 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. Upon the District Superintendent's PSERS' retirement from the District, (which for purposes of this provisions shall include any of the following under the Pennsylvania Public School Employees' Retirement System: normal retirement (also known as superannuation or full retirement); early retirement (including Special early retirement); disability retirement; or vesting and deferring retirement benefits in PSERS, and a minimum completion of seventy-five percent (75%) of the term of this agreement, the District shall continue to provide the District Superintendent, his spouse and eligible dependents with family medical insurance benefits (including but not limited to hospitalization, surgical, major medical, physician coverage, prescription drug, vision, and dental coverage) at least comparable to those medical insurance benefits provided to then-current District administrators, until the District Superintendent reaches the age of sixty-five (65) or the age at which the District Superintendent becomes eligible for Medicare, whichever is later. The obligations of this provision shall survive the termination of this Contract.

c. In the event that District Superintendent should die during the Term of this Contract or following his retirement prior to reaching the age of Medicare eligibility, said medical insurance benefits shall continue to be provided by the District to the District Superintendent's spouse and eligible dependents through the date when the District Superintendent would have reached the age of Medicare eligibility if he had survived. The obligations of this provision shall survive the termination of this Contract.

d. Retirement Medical Insurance Benefits will be suspended during any period in which the District Superintendent as a Retiree is employed by an employer through which

medical insurance is available to him and his spouse as an employer-provided benefit. The District Superintendent as a Retiree is required to notify the District within thirty (30) days of the start of such employment. This obligation shall survive the termination of this Agreement.

(9) Liability Insurance

The District shall provide and pay the full cost of legal liability and general liability insurance coverage that provides the District Superintendent coverage for acts and omissions undertaken in the course and scope of his employment with the District.

(10) Graduate Courses, Professional Development and Continuing Education

a. The District shall pay the full cost of tuition and associated fees and books for all graduate courses, including on-line courses, taken by the District Superintendent at an accredited institution, up to a maximum of twelve (12) credits per year. The District shall make such payment to the District Superintendent upon his registration for each graduate course, when he submits the tuition bill to the District's business manager; provided that such courses are subject to repayment by the District Superintendent for any course in which he fails to receive a final passing grade.

b. The District shall pay the full enrollment cost and/or tuition and fees 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 in advance by the Board and subject to repayment by the District Superintendent for any course in which he fails to receive a final passing grade.

(11) Professional Associations and Community Service Organizations

The District shall pay the full cost of the District Superintendent's annual membership and participation in at least three (3) professional associations, including but not limited to the American Association of School Administrators, the Pennsylvania Association of School Administrators, the Association for Supervision and Curriculum Development, and additional associations of the District Superintendent's choosing. In addition, the District shall pay or reimburse the District Superintendent for annual membership costs of community service organizations. The District recognizes the obligation to professional growth and development provided by these affiliations and encourages and permits the District Superintendent to participate actively. The District and District Superintendent may mutually agree to change, add to, or delete the professional association and community service organization memberships covered by this paragraph, and any such change shall be in writing and approved by the Board.

(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 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, so long as such expenses do not exceed budgeted amounts.

(13) Tax-Deferred Annuity Account

In addition to the District Superintendent's salary, the District shall make mandatory nonelective employer contributions to the District Superintendent's 403(b) account in an annual amount matching the District Superintendent's contributions to his 403(b) account, not to exceed a District annual contribution equal to four percent (4%) of the District Superintendent's then-current annual salary. Such District annual contributions shall be made in the form of two payments in January and July of each year of this Contract. The District's January payment shall be made to match the District Superintendent's contributions to his 403(b) made in the previous July through December. The District's July payment shall be made to match the District Superintendent's contributions to his 403(b) made in January through June. There is no cash option for such payments. The Parties agree that such contributions are not compensation for purposes of the Pennsylvania Public School Employees' Retirement System ("PSERS") retirement and, therefore, neither an employee nor an employer contribution is due on the payments nor are the payments includable in calculating PSERS benefits.

(14) Expense and Mileage Reimbursement

The District shall fully reimburse District Superintendent for all reasonable expenses incurred by District Superintendent in the discharge of his duties, upon proper documentation. In addition, the District shall provide the District Superintendent with a travel allowance, in addition to his salary, in the amount of one hundred fifty dollars (\$150.00) per month to reimburse the District Superintendent for expenses associated with the performance of the District's business and the use of his personal automobile for travel within York County. Travel expenses for the use of the District Superintendent's personal automobile for the District's business outside of York County, shall be reimbursed at the rate per mile established by the Internal Revenue Service from time to time. Such expense reimbursement costs shall be estimated for budget purposes and approved by the Board in accordance with Board policies and procedures.

(15) Service Increment

The District Superintendent shall be eligible for the service increment as set forth in the District's administrator compensation plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164).

(16) Other Benefits

- a. The District Superintendent shall be entitled to any and all other

benefits provided for Superintendents generally under the Public School Code.

b. 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 including but not limited to post-employment and retirement benefits, provided to any other District administrative employee, including but not limited to all benefits and incentives provided to other District administrators as specified in the District's Administrator Compensation Plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164), even though such benefits are not enumerated in this Contract. Any changes in the District's Administrator Compensation Plan, whether an increase or improvement or a decrease or reduction in benefits and incentives extended to District administrative employees during the Term of this Contract will also be applicable 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.

6. 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. The annual performance assessment shall be conducted in an executive session and an evaluation instrument and method mutually agreed upon in writing by the Board and the District Superintendent shall be utilized for the annual performance assessment. An evaluation instrument and method mutually agreed upon in writing by the Board and the District Superintendent shall be utilized for the annual performance assessment. Provided, however, that any evaluation instrument and method selected shall require the Board of School Directors to speak in one voice by reaching consensus as an entire Board rather than "averaging" the feedback of each member regarding each aspect of the evaluation. In the event the Board consensus 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, his objective performance standards shall be deemed to have been met 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:

(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 incremental adjustments in the annual salary rate for the District Superintendent.

C. Performance Expectations, Including Objective Performance Standards.

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 by the Board and District Superintendent. The Board and District Superintendent will mutually agree on objective performance standards annually, 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.

7. **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 and the defense of the action and indemnification costs are within the authority of the Board to provide under state law.. This obligation shall survive the termination of this Contract.

8. **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.

9. Reappointment.

If, at any time, the Board of School Directors decides that it does not desire to renew the contract of the District Superintendent for another term, the Board shall so notify the District Superintendent in writing by certified mail, no later than one hundred fifty (150) days prior to the end of this Contract Term. Should the District Superintendent not be so notified, this Agreement shall automatically renew for a term of one (1) year and the terms and conditions of this Contract will be incorporated in a successor employment contract, unless mutually agreed otherwise by the Board and the District Superintendent. Upon the conclusion of the one (1) year extension, the Superintendent's term of office shall terminate unless the Board takes action to extend the term consistent with applicable law.

10. 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. 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/her 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 one hundred fifty (150) days' notice prior to the effective date of the resignation. 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. If this Contract is terminated in this manner, the District shall 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, if any, provided for in this Contract.

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 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 mutually agreed upon effective date of the termination of this Contract plus any applicable post-employment and retirement benefits, if any, provided for in this Contract and any additional amount mutually agreed upon by the Board and District Superintendent, provided the additional amount agreed to may not exceed: 1) the equivalent of one year's compensation and benefits if the contract is terminated two or more years prior to the end of the Contract term; or 2) the equivalent of one-half of the total compensation and benefits if the contract is terminated less than two years prior to the end of the contract term. In the event of termination by mutual consent, the Board shall not negatively evaluate or provide any negative job reference or information regarding the District Superintendent's work performance, except as may be required by law.

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 and/or heirs 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. In addition, the District shall provide the District Superintendent's spouse and eligible dependents with medical benefits as set forth in Section 5.B(8)c of this Contract. The provisions hereof shall not be deemed to affect any other benefits which may be available to the District Superintendent, his spouse, eligible dependents, or estate including but not limited to those available under the applicable retirement program, health insurance, workers' compensation, or otherwise.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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:

YORK SUBURBAN SCHOOL DISTRICT

Secretary

By: _____
Lois Ann Schroeder, President of the Board

Dated: _____

Dated: _____

WITNESS:

SUPERINTENDENT

Scott T. Krauser, Ed. D

Dated _____