

**FORT CHERRY SCHOOL DISTRICT  
SUPERINTENDENT'S AGREEMENT**

THIS AGREEMENT, made and entered into this 8 day of November, 2021,  
by and between the **BOARD OF SCHOOL DIRECTORS OF THE FORT CHERRY  
SCHOOL DISTRICT** (hereinafter referred to as "School District"),

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**THOMAS SAMOSKY** (hereinafter referred to as "Superintendent").

**PREAMBLE**

WHEREAS, the Board of School Directors of Fort Cherry School District at a meeting of said Board duly and properly called on August 23, 2021 and resumed after recess on the 30th day of August, 2021, did elect and appoint Mr. Thomas Samosky to the Office of District Superintendent in accordance with the provisions of Sections 508, 1071 and 1073 of the Pennsylvania Public School Code of 1949, as amended (24 P.S. § 1-101 et. seq.); 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 and in consideration of the mutual covenants contained herein do hereby agree as follows:

**ARTICLE I. TERM**

**1.0 Term.** The School District does hereby elect and appoint Mr. Thomas Samosky to the position of Superintendent of Schools of the Fort Cherry School District for a term

of four (4) years, commencing November 8, 2021, and terminating June 30, 2025 (the “Term”).

**1.1 Renewal or Extension.** Any renewal or extension of the Superintendent’s Term beyond the term of this Agreement shall be made pursuant to the provisions contained in the Public School Code of 1949, as amended.

**1.2 Termination by Superintendent.** This Agreement may be terminated by the Superintendent prior to its effective termination date by the Superintendent submitting a written resignation to the School Board at least ninety (90) calendar days prior to the effective date of the resignation.

**1.3 Termination for Cause.** The School District shall have the right to terminate this Agreement and dismiss the Superintendent for any of the causes set forth in Section 1080 of the Public School Code of 1949, as amended (24 P.S. § 10-1080).

**1.4 Mutual Termination.** In the event the Superintendent’s contract is terminated by mutual consent prior to its effective termination date or pursuant to Section 1.2 herein, the School District shall have no further responsibility or liability of any nature whatsoever to the Superintendent, except as may be agreed upon by both parties, aside from any severance which may or may not be agreed to by the parties in accordance with the terms of this Agreement.

**1.5 Contract Year.** All references in this Agreement to “contract year” shall mean the period of time from July 1 to the following June 30, with the exception that the initial contract year shall be from November 8, 2021 to June 30, 2022.

## **ARTICLE II. DUTIES**

**2.0 Legal Qualifications.** The Superintendent covenants that he possesses all of the qualifications that are required by law to serve as a District Superintendent. The

Superintendent agrees to maintain throughout the term of this Agreement a valid and current commission or other legal credentials as may be required by law and to present the same to the Board of School Directors. He further agrees to subscribe to and take the proper oath of office before entering upon his duties.

**2.1 Chief School Administrator.** During the term of this Agreement, the Superintendent shall serve as the Chief Administrator of the School District, and to perform the duties of a District Superintendent in a competent and professional manner, devoting his time, skill, labor and attention to his employment duties during the term of this Agreement.

A. Within the School District's administrative organization, the Superintendent shall be the only administrator appointed or hired by the School District having a direct line of responsibility and authority, or chain of command, from and to the School Board. All other present or future administrative positions shall report directly to the Superintendent, or by utilizing the chain of command. Nothing contained herein, however, shall preclude any administrator from communicating or having contact with the School Board, nor preclude the School Board from appointing an acting or substitute Superintendent pursuant to §1079 of Public School Code of 1949, as amended.

B. The 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 Superintendent shall have the right to attend all School Board meetings. The Superintendent must attend all regular and special meetings of the School Board, and may attend all subcommittee meetings unless excused. The Superintendent shall not have the right to attend executive sessions wherein any matter concerning the Superintendent's employment is discussed; if any such right exists, the Superintendent hereby expressly and knowingly waives same.

C. If written materials are furnished to the School Board, the Superintendent shall likewise receive a copy of same.

**2.2 General.** The Superintendent shall, subject to the supervision and authority of the School Board and its successors, perform those duties as set forth in the Public School Code of 1949, as amended, the District's Board Policies as the same may be amended from time to time, and such other duties and responsibilities as may be assigned to the Superintendent from time to time by the Board of School Directors, all in accordance with the laws of the Commonwealth of Pennsylvania. The Parties hereby agree that the Superintendent's duties and privileges shall include those placed upon him by operation of law and by action of the Board of School Directors.

**2.3 Administration of Schools.** The administration of school policy, the operation and management of the schools, and the direction of employees shall be through the Superintendent, but under the direction of the Board of School Directors. The administration of instruction and business affairs will be lodged with the Superintendent and administered by him with the assistance of his staff. The Superintendent hereby acknowledges that any recommended reorganization of administrative and supervisory staff would be subject to the approval of the Board of School Directors.

**2.4 Organizational Responsibility.** The Parties agree that the Superintendent shall be responsible for the total day-to-day administration of the School District subject to officially adopted policies of the School Board.

**2.5 Specific Duties.** The Superintendent shall be responsible for the following:

A. Professional and Support Staff. Recommending the employment, assignment, transfer, promotion, organization, reorganization, reduction, demotion or termination of all employees and directing and assigning teachers and other employees of the schools;

B. Supervisory Staff. Recommending the employment, assignment, transfer, promotion, organization, reorganization, reduction, demotion or termination of the administrative and supervisory staff (including Central Administration and School Building Administration).

C. Recommending regulations, rules and procedures deemed necessary for the efficient and proper operation of the District;

D. Setting yearly objectives for the District consistent with the direction and priorities established by the Board;

E. Establishing and maintaining effective procedures and controls for expenditures of all school funds in accordance with the annual school budget, subject to the direction and approval of the Board;

F. Providing the Board with information pertinent to their legislative roles;

G. Preparing and submitting to the Board all matters requiring legal action;

H. Informing the Board as to the operation of the school system and making recommendations for more efficient operation thereof; and

I. Performing all duties incident to the office of the District Superintendent as set forth in the Public School Code and such other duties as may be legally prescribed by the Board of School Directors.

**2.6 Problem Solving.** Criticisms, complaints and suggestions called to the attention of the School Board will be referred to the Superintendent by the School Board for study, report and recommendation to the School Board. Problems that are referred to the Superintendent, which would routinely be solved by the Superintendent, shall be so resolved in accordance with School District policy.

**2.7 Reporting.** Should the Superintendent become aware that the School

District, a department or employee is being investigated, the Superintendent shall advise the School Board President within one (1) school day and other Board Members as soon as possible. So reporting to the Board shall not be required if the Superintendent is prohibited by law from revealing the existence of such investigation. School Directors shall likewise so advise the Superintendent of any such investigation unless prohibited by law from revealing the existence of such investigation.

**2.8. School Board Powers.** Nothing in this Article II shall preclude or be deemed to limit the right of School Board Directors to exercise their responsibilities in the areas of monitoring school district operations, conducting oversight activities, visiting schools, or any other activities as set forth in Board Policy or the Pennsylvania School Code of 1949, as amended. The School Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves to itself all power, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of Pennsylvania.

**2.9 Work Year.** The Superintendent shall be a twelve (12) month Administrator. The Superintendent will be granted the following paid holidays: Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas Day, day after Christmas, New Year's Eve, New Year's Day, Good Friday, Memorial Day, July 4th.

### **ARTICLE III. PERFORMANCE ASSESSMENTS**

**3.0 Evaluation.** The Board of Directors and the Superintendent shall attempt to meet on or before August 1 of each contract year (following the initial short year), but no later than the first day of classes, for purposes of establishing mutual goals and objectives. The parties have developed a written evaluation instrument or format, which is attached hereto as Attachment

“A,” to be used as a basis for evaluating the Superintendent. The evaluation instrument or format shall be based upon achievement of goals, job performance and other additional and measurable objectives. The evaluation instrument or format has been agreed upon by both parties and shall be utilized for future evaluations.

**3.1 Evaluation Conferences.** A regular and annual formal assessment of the Superintendent’s performance and future goals shall be the means by which the School District shall assess the performance of the Superintendent. The performance assessment shall be conducted in a private session limited to members of the Board of School Directors and the Superintendent and shall take place preferably by June 30, but no later than July 31, of each contract year following the initial short year. The evaluation instrument or format agreed upon by both parties shall be utilized. Both parties agree that performance assessments shall be privileged and that each party shall respect the confidentiality of the discussions. Nothing contained herein, however, shall prevent the School District from using any such evaluation in a dismissal hearing properly brought under Section 1080 of the Public School Code of 1949, as amended.

**3.2 Purpose of Performance Assessment.** The purposes of the performance assessment shall be as follows:

- A. To strengthen the working relationship between the School Board and the Superintendent;
- B. To enhance the Superintendent’s and School Board’s effectiveness;
- C. To clarify for the Superintendent the responsibilities the School Board relies upon him to fulfill;
- D. To discuss and establish the Superintendent’s goals for the ensuing year;
- E. To establish any additional compensation for the ensuing contract year.

**3.3 Complaints / Criticisms.** School Directors, individually and collectively, shall promptly inform the Superintendent of all criticisms, complaints and suggestions called to the attention of the Board as a whole or individually regarding his performance or regarding any other matter concerning the School District. The Superintendent shall promptly report back to the School Board as to resolution of any such concern.

#### **ARTICLE IV. COMPENSATION**

**4.0 Salary.** The Superintendent's salary shall be One Hundred Forty-Nine Thousand (\$149,000.00) Dollars per annum commencing November 8, 2021. The established annual salary shall be paid in equal installments in accordance with the policy governing payment of salary for other twelve (12) month administrative employees of the School District. This salary shall be prorated for the initial short year of the contract.

**4.1 Salary Adjustments.** Any adjustments in the Superintendent's salary during the term of this Agreement shall be deemed an amendment to this Agreement. Provided, however, that such adjustments shall not be construed as either creating a new contract between the School District and the Superintendent, or in any manner extending the anticipated termination date of this Agreement. Additional compensation or increases in the Superintendent's annual salary shall be determined pursuant to performance evaluations. In the event that this Agreement is renewed by operation of law pursuant to Section 10-1073 (24 P.S. § 10-1073), then the annual salary of the Superintendent for the renewal year shall be the last annual amount under this Agreement, which shall be increased on the anniversary date of July 1, 2025 by the stated annual increase contingent on the Superintendent receiving a satisfactory or above rating for the 2024-2025 school year, as set forth in Paragraph 4.2.



**4.2 Annual Salary Adjustments.** The Superintendent shall receive a \$3500 salary increase for each year of the contract effective July 1, 2022 and effective each July 1 hereafter provided that he earns a satisfactory evaluation for the prior contract year. If the Superintendent has received an overall rating of “Distinguished” for the prior contract year, Superintendent shall receive an additional stipend in the form of a bonus in the amount of \$1500 which shall be paid as a bonus and not added to his annual salary.

## **ARTICLE V. FRINGE BENEFITS**

**5.0 Vacation.** Superintendent shall receive twenty (20) days of vacation per contract year. These days shall be prorated for the initial year of contract and for the final partial school year of the term. In the event the Superintendent does not use all of his vacation by June 30, up to a maximum of five (5) unused vacation days shall carry over to the next year. The Superintendent’s vacation days, inclusive of vacation days carried over, shall never exceed twenty-five (25) in any year. The remainder of any unused vacation days shall be converted to sick leave.

A. In the event the Superintendent’s employment with the District should terminate prior to the end of any contract year, vacation day entitlement and payment for unused vacation days shall be prorated based upon the number of days worked compared to the number of work days in the contract year. The Superintendent shall be reimbursed on a per diem basis for the unused prorated vacation days. In the event the Superintendent shall already have exceeded the number of prorated days, a corresponding per diem sum shall be deducted from his final paycheck.

**5.1 Professional Association Memberships.** The School District shall pay the annual dues for the Superintendent’s membership in the American Association of School

Administrators (AASA); the School Superintendent Association, as well as any other association deemed appropriate by the Board.

**5.2 Disability Insurance.** The School District shall provide the Superintendent with a Disability Insurance Policy containing a benefit equal to fifty (50%) percent of the Superintendent's annual salary at the time of the disability for a period not to exceed two calendar years. The Disability Insurance Policy shall entitle the Superintendent to disability payments after thirty (30) days of disability.

**5.3 Sick Leave.** Superintendent shall be entitled to thirteen (13) days of sick leave for each contract year (hereinafter defined as "current sick days"), with a prorated portion allotted to him for the short first school year and the short final school year of the Term. Beginning July 1, 2022, the unused portion of current sick days shall accumulate from contract year to contract year. Should the Superintendent's employment with the School District terminate for any reason whatsoever prior to the end of any contract year, he shall only receive a prorated portion of current sick leave days for that contract year. Upon leaving the District, the Superintendent shall be compensated for any unused sick days at the rate of One Hundred (\$100.00) Dollars per day, up to a maximum of one hundred (100) days. The parties agree and acknowledge that the Superintendent shall be permitted to transfer sixty-four (64) sick days from his previous employer to his sick day balance with the District.

**5.4 Personal Leave.** The Superintendent shall be entitled to four (4) paid days of absence for personal reasons per contract year, which shall not accumulate from year-to-year and which shall be converted to sick leave if not used. Should the Superintendent's employment with the School District terminate for any reason whatsoever prior to the end of any contract year, he shall only receive a prorated portion of personal days for that contract year.

**5.5 Physical Examination.** During the term of this Agreement, the Superintendent shall have the right to a complete physical examination annually at the expense of the School District not to exceed the cost of Five Hundred (\$500.00) Dollars. Said expenses are limited to those not covered by the Superintendent's health insurance.

**5.6 Expenses.** All reasonable and necessary business and professional development expenses incurred in the performance of the contract shall be reimbursed upon proper documentation. The Superintendent shall comply with all School Board policies concerning such activities.

**5.7 Liability.** The District shall name the Superintendent in existing and future general liability and errors and omissions insurance policies.

**5.8 Paid Conferences.** The Board will encourage professional growth of the Superintendent. Therefore, the Superintendent may attend one (1) state, one (1) national and local professional meetings or seminars, up to a cost of Five Thousand (\$5,000.00) Dollars per contract year. The Superintendent may be permitted to attend additional conferences at the Board's discretion. Upon return from each conference, the Superintendent shall submit a written and/or verbal report to the Board.

**5.9 Continuing Education.** The Superintendent shall be reimbursed in full for the cost of any Act 45 continuing education credits completed during the term of the contract. The Superintendent shall also be reimbursed for tuition in the amount of one hundred (100%) percent of eighteen (18) credits per year for furthering his education in the field of educational administration or other related fields of education, provided such credits are pre-approved in advance by the Board. The eligible reimbursement will include fees, books and travel.

The District and the Superintendent agree that if the Superintendent leaves employment

with the District and has received tuition reimbursement, he shall be responsible to repay such reimbursement to the same extent and under the same terms as are set forth in the District's Act 93 Agreement in effect at the time of his separation from employment. As an exception to the foregoing, the Superintendent shall not be responsible to repay any tuition reimbursed to him if his separation from employment is because the District's Board declines to offer him an additional term of commission.

**5.10** The Superintendent shall be reimbursed for use of his private vehicle, while on school district business at the mileage rate from the time to time set by the Internal Revenue Services. There will be no reimbursement for travel to and from the workplace. All requests for reimbursement may be turned in monthly to the business office.

**5.11 Life Insurance.** The Board agrees to purchase on behalf of the Superintendent a term life insurance policy (five years) in the amount of Two Hundred Thousand (\$200,000.00) Dollars.

**5.12 Administrator Benefits.** The Superintendent shall be provided for family health insurance coverage of the same plan provided to the School District's administrative staff, with the same plan design and bearing the same responsibility for premium contributions. Further, in addition to the benefits and incentives specifically set forth in this Contract, the Superintendent shall be entitled to any and all benefits and incentives provided to other School District administrators, including but not limited to all leave and retirement benefits and incentives identified in the School District's administrative 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 increase or improvement in benefits and incentives extended to District administrators during the Term of this Contract will also be extended to the Superintendent and

become part of this Contract, with the exception of benefits specifically covered by and mentioned in this Contract, in which case the Contract will govern. Nothing contained herein shall preclude the District from providing additional benefits and incentives to the Superintendent as may be agreed to by the School Board and Superintendent.

**5.13 Bereavement.** The Superintendent shall be allotted three (3) bereavement days for an immediate family member and two (2) bereavement days for a near relative as provided in the Pennsylvania School Code. The Board may extend the period of absence with pay in its discretion as the exigencies of the case may warrant.

**5.14 Severance.** This Contract may be terminated by the mutual consent, in writing, of the Superintendent and the School District. If this Contract is terminated in this manner, the School District shall immediately pay and provide to the Superintendent all of the aggregate compensation, salary, and benefits, which may include but not limited to insurance premiums and coverages and payment for unused leave, which the 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 and any additional amount mutually agreed upon by the School District and Superintendent, if any, within the limitations and requirements of the Pennsylvania School Code.

**5.15 Publishing and Consulting.** The Superintendent agrees to devote his full-time attention, energies, skill and labor to his employment as Superintendent during the term of this Agreement or any renewal thereto, provided however, the Superintendent retains the right to author articles for publication, or engage in educational consulting or any other activities of an educational nature, such as writing, lecturing, speaking engagements, teaching or other professional duties, with or without compensation, so long as such activity does not interfere with

the duties of the Superintendent as established by this Agreement and provided that those activities are not performed during normal School District contractual work hours and are disclosed to and approved in advance by the Board.

**5.16 Technological Capability.** The School District shall supply and pay for a laptop, notebook, and/or tablet/iPad for the Superintendent's use during the duration of this Contract. The Superintendent agrees to return any equipment provided at the conclusion of his employment. Due to the nature of the Superintendent's work responsibilities and schedule with the School District, it will not be a violation of any School District Policy or this Contract for the Superintendent to use, for personal use, School District-issued equipment, technology, and electronic resources. The Superintendent shall receive a reimbursement of twenty dollars (\$20) per month for use of his personal cellular telephone for School District business.

## **ARTICLE VI. MISCELLANEOUS**

**6.0 Severability Clause.** Should any term, condition, clause or provision of this Agreement be declared illegal by a court of competent jurisdiction, or otherwise be determined or declared to be void or invalid as a matter of law, then only that term, condition, clause or provision shall be stricken from this Agreement and in all other respects this Agreement shall be valid and continue in full force, effect and operation. The remaining terms, conditions, clauses and provisions shall remain in full force and effect for the duration of the Agreement if not effected by the deleted term, condition, clause or provision.

**6.1 Statutory Reference.** All references to the Public School Code of 1949 contained herein shall also refer to any amendment or recodification of such Law.


**6.2 Choice of Law.** This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

**6.3 Inurement.** This Agreement shall be binding upon the parties hereto, their successors, assigns, administrators, executors and heirs.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:


FORT CHERRY SCHOOL DISTRICT

  
Board Secretary

By   
President of Board of School Directors

WITNESS:



  
Mr. Thomas Samosky