

EMPLOYMENT AGREEMENT

LEHIGH CAREER & TECHNICAL INSTITUTE

AND

Clyde K. Hornberger, Ed.D.



EMPLOYMENT AGREEMENT

Between:

Lehigh Career & Technical Institute (LCTI), a career and technical education school with its principal place of business at 4500 Education Park Drive, Schnecksville, Pennsylvania 18078, hereinafter referred to as "LCTI," organized via Articles of Agreement entered into July 1, 1966

and

Dr. Clyde K. Hornberger, an individual residing at 872 Fountain Street, Ashland, PA 17921-9730, and an employee of LCTI hereinafter referred to as "Dr. Hornberger" or "Employee,"

WHEREAS, the Joint Operating Committee, duly and properly appointed Dr. Hornberger as Executive Director of LCTI effective August 1, 1996 with continued employment based on satisfactory performance as evaluated by the Joint Operating Committee approved evaluation instrument

and

WHEREAS, Dr. Hornberger's performance has been satisfactory and he has acquired the status of professional employee under the School Code

and

WHEREAS, the parties hereto have agreed upon certain terms and conditions of employment and intend to reduce them to writing.

1. LEGAL QUALIFICATIONS.

Dr. Hornberger certifies that he possesses a valid certificate as required by the Commonwealth of Pennsylvania for an individual serving as Executive Director of a Career and Technical Education School and agrees to maintain the necessary credentials throughout his employment.

2. DUTIES.

A. Dr. Hornberger agrees to faithfully, competently and professionally perform all of the duties required of an Executive Director including those set forth in the attached job description.

B. Dr. Hornberger may without prior Joint Operating Committee approval, take part in related professional activities outside normal working hours for which he may receive remuneration, such as consulting, testing, speaking, writing and publishing, or teaching so long as those activities do not conflict or interfere with the performance of his duties under this Agreement, with the laws of the Commonwealth of Pennsylvania, or with written policies of the Board. Any compensation for such undertakings shall belong to the employee.

C. The parties agree that Dr. Hornberger's performance of his duties may include, and be enhanced by membership in and participation in certain professional organizations, attendance at seminars and courses offered by public or private educational institutions, and visits to other training institutions. In its encouragement, LCTI shall permit a reasonable amount of release time for Dr. Hornberger as deemed appropriate to attend to such matters, and that such expenses incurred by the employee shall be paid for according to policies in affect.

3. MANAGEMENT RIGHTS.

Recognizing the responsibilities placed upon the Executive Director, the LCTI will make no agreement with any employee group which would interfere with the ability of the Executive

Director to carry out his managerial, administrative and supervisory duties.

4. PERFORMANCE REVIEW.

- A. An annual Performance Review will be conducted in accordance with JOC policy and past practice.
- B. The parties agree that the Performance Review, both process and report, shall be privileged and confidential.

5. AMENDMENTS.

This Agreement may be amended only by a writing signed by both parties, which writing must specifically refer to this Agreement.

6. SURVIVAL.

This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. Rights and obligations arising out of, and intended to survive the specific term of, this Agreement, shall so survive the term of this Agreement.

7. SALARY.

- A. As of July 1, 2007 Dr. Hornberger's salary is \$142,676. The JOC hereby retains the right to adjust the annual salary, or agree to a multi-year salary package for the Executive Director in accordance with the laws of the Commonwealth of Pennsylvania during the term of his contract. Annual salary increase shall be no less than the average percentage increase of the Act 93 administrators. Position adjustments will not be included in yearly percentage increase calculations. If the employee is rated unsatisfactory, no increase will be given.
- B. The annual salary shall be based on a 240 day work year.

- C. An annual employer contribution equal to the value of 20 unused vacation days or personal days which are valued at the per diem rate during the year of payment shall be made to a 403 (b) or 457 (b) account on behalf of the employee. Each year the employee's balance of vacation days and/or personal days shall be reduced by the amount of days designated by the employee, but not to exceed 20 days for the contribution made to the 403 (b) or the 457 plan. If the balance of days is not sufficient, then this benefit will be reduced accordingly. The school contribution may be made directly into a qualified 403 (b) plan or into a 457 (b) non-qualified deferred compensation program at the discretion of the employee. This condition shall be implemented July 1, 2004.

8. OTHER BENEFITS AND COMPENSATION.

Any improvements in fringe benefits as may be developed through bargaining or provided on any other basis to teachers or administrators will automatically apply to the Executive Director and will include, as a minimum, the following:

- A. Upon proof of satisfactory completion of pre-approved course, the employee will be reimbursed for the cost of all credit courses.
- B. Four (4) personal days per year. Employee may accumulate personal days; there will be no conversion to sick days.
- C. Lehigh County School Districts Consortium's basic hospitalization plan, major medical (with a lifetime limit of \$1,000,000, a \$250 single/\$500 family deductible with an additional \$350 out of pocket limit), medical surgical plan, prescription drug plan (with a \$10 name brand/\$5 generic deductible) and dental plan for administrator and family. Includes dependent children over the age of nineteen but no older than 25, who are enrolled full-time in Post Secondary Education Programs. The JOC will continue to provide this benefit at no cost to the administrator whenever he/she has an absence due to a verified illness or disability, which exceeds his/her, accumulated sick days and is on an approval leave of absence as outlined by

the JOC Leave of Absence Policy.

- D. The cost to provide health coverage under Article 8. C. shall be paid by the employer with a co-payment for such benefits paid by the employee at a rate of \$38/month through a payroll deduction amount of \$19/per pay for the first and second payroll of each month.
- E. Vision – yearly coverage of \$110 for examination or corrective lenses, for employee or one dependent.
- F. Upon the retirement of employee, the Joint Operating Committee will continue to pay the group life insurance premium on a personal policy which will be issued with or without an examination, equal to two (2) times the employee’s yearly salary at retirement and until such time the employee reaches age 65.
- G. LCTI shall provide employee with an automobile for his use for LCTI business. Business use of said automobile shall include but not be limited to commuting to and from employee’s employment with LCTI. In addition, said automobile shall be provided to employee for his reasonable personal use (within a 250- mile radius of LCTI.) The automobile shall be fully maintained by LCTI and LCTI shall pay for all expenses incidental to said use. LCTI shall pay the cost of insuring the automobile for both liability and collision coverages.
- H. The employee will receive twenty-two (22) vacation days per year. The ability to accumulate vacation days shall be limited to a maximum of 100 days at the time of retirement.
- I. Retirement/Severance Plan
 - (1) The Executive Director shall receive a severance package equal to an amount of 50% of the employee’s final salary, minus any position adjustment increases.

- (2) All retirement benefits payable hereunder shall be paid as non-elective employer contributions into a 403(b) account established by the employee. Such contributions shall be made in accordance with the terms of this agreement, except that no employer contributions, when combined with the employee's own 403 (b) deferrals, if any, shall exceed the contribution limits of Section 415 (c) of the Internal Revenue Code. If the amount due under this agreement exceeds the applicable contribution limit of any year, the unpaid amount shall be contributed into the employee's 403 (b) account in the next calendar year to the extent permitted under the applicable limitations, and shall continue in each succeeding calendar year until the entire amount due hereunder has been contributed into employee's 403 (b) account. Any amount not contributed into employee's 403 (b) account at the end of the fifth year following the year in which the employee retired shall be paid in cash to the employee, or to his heirs if his death occurs before then. The employee shall have no option to receive any supplemental retirement benefits as a cash benefit, except to the extent benefits are still unpaid at the end of the fifth year following the year of the employee's retirement, or in the event of his death.

The employee shall also qualify for the retirement/severance plan benefits if the employee chooses to exercise the PSERS vesting option at the time of termination of service.

- J. Disability Insurance – at 2/3 salary as defined in the controlling long-term disability contract.
- K. Worker's Compensation as stated in the State's regulation.
- L. Health Care – employee will be reimbursed up to a maximum of \$400 for his/her (a) physical examination(s); vision, and other wellness visits in any given year. The reimbursable amount will be actual out-of-pocket expense to the employee above the Blue Cross covers.

The above benefits subject to the conditions stated will remain in force during the term of this plan.

9. MEDICAL BENEFITS PROVIDED AT RETIREMENT.

The employee will receive the current benefits as defined in 8.C. or equivalent coverage subject to approval by both parties. Such coverage will continue until the employee reaches Medicare age. This benefit will be extended to the retiree's spouse. Spouse will continue to receive benefits upon death of retiree. Spouse will continue to receive benefits if retiree reaches Medicare age and spouse is less than Medicare age. In no case will spouse's benefits extend beyond Medicare age.

10. LEAVES.

The Employee is entitled to such leaves of absence as are provided for professional employees in the Public School Code and the policies and regulations of the LCTI.

11. INDEMNIFICATION AND DEFENSE.

The LCTI shall save and hold harmless, indemnify, and defend the employee from and against any and all demands, complaints, claims, suits, actions, and proceedings, in law or in equity, brought against the employee for actions taken or not taken while in the employment of the LCTI or while acting as its agent.

12. EFFECTIVE DATE AND TERM

The Agreement shall become effective June 1, 2008, when signed by Dr. Hornberger and the Chairman of the LCTI Joint Operating Committee, and it shall be effective for four (4) years commencing on June 1, 2008.

13. RENEWAL

At its expiration date, this Agreement shall be deemed automatically renewed for another equal period by the Joint Operating Committee, unless, at least one hundred twenty (120) days prior to the expiration of the Agreement, the Joint Operating Committee shall inform the employee, in writing, of its intention not to renew this agreement.

This Agreement was formally approved and recorded in the Minutes of the Meeting of the LCTI Joint Operating Committee of _____ has and does hereby employ the said Dr. Hornberger as Executive Director for a four (4) year period commencing June 1, 2008.

LEHIGH CAREER & TECHNICAL INSTITUTE

Dated: _____

By _____

Francee Fuller, Chairman
Joint Operating Committee

Dated: _____

Clyde K. Hornberger, Ed.D.
Executive Director

IN WITNESS WHEREOF, the parties intending to be legally bound, have hereunto set their hands and seals on the dates indicated.

jv

director/employment agreement proposed

4/28/08