

STATEMENT OF WORK FOR
EXECUTIVE ADMINISTRATIVE SERVICES

This Statement of Work for Executive Administrative Services (this "**Statement of Work**") is entered into in connection with the Master Services Agreement (the "**Master Agreement**"), dated April 25, 2016, between Eastern Lancaster County School District ("ELANCO") and **Columbia Borough School District ("CBSD")**. This Statement of Work is hereby incorporated as part of the Master Agreement and the performance of Executive Administrative Services, as defined below, shall be subject to all of the terms of the Master Agreement.

1. Services. ELANCO will provide the following executive administrative services ("**Services**") between July 1, 2016 to June 30, 2017 unless this Statement of Work is terminated earlier as provided by the terms of said documents:

INTERIM SUPERINTENDENT OF RECORD (Commissioned Officer – Dr. Robert M. Hollister)

- Dr. Hollister shall simultaneously serve as the Interim Superintendent of Record for CBSD and Superintendent of Record for ELANCO. His terms and conditions of employment shall be governed exclusively by his current Superintendent's Contract with ELANCO, until modified or terminated per the terms of that Agreement. Dr. Hollister shall be entitled to no additional compensation or benefits (with the exception of reimbursement for expenses) from CBSD or from ELANCO in recognition of his services to CBSD.
- Dr. Hollister's services as Interim Superintendent of Record shall be as defined in the Summary of Responsibilities attached to this Statement of Work as Appendix A.
- Dr. Hollister shall be responsible for complying with all CBSD policies and ELANCO policies during the provision of services under this Agreement. In the event such policies conflict, Dr. Hollister shall report the issue to the President of the ELANCO and CBSD Boards for resolution.
- Dr. Hollister, in consultation with both parties, shall prepare project benchmarks for achievement which encompass his services under this Statement of Work. The parties, in consultation with Dr. Hollister, shall prepare an evaluation process to measure progress toward these benchmarks. The President of CBSD's Board, or his/her designee, shall report on Dr. Hollister's performance and progress toward these benchmarks to the President of ELANCO's Board on a quarterly basis or more often if necessary.
- Input from CBSD shall be considered in ELANCO's annual evaluation of Dr. Hollister's performance. That portion of Dr. Hollister's annual evaluation dealing with the duties covered by this Statement of Work and related goals shall be shared with CBSD's Board. CBSD's Board reserves the right to share any performance concerns with Dr. Hollister directly at any time.
- Dr. Hollister shall endeavor to be present at CBSD the equivalent of 4 full days per month to attend key meetings (including Board meetings) and when necessary to perform the services outlined in the Position Guide. These days (or increments thereof) shall be scheduled by Dr. Hollister at such times to maximize his effectiveness on behalf of

CBSD. At all other times, he shall endeavor to be reasonably available to the CBSD Board and staff via telephone or electronically.

- The parties acknowledge that Dr. Hollister shall delegate administrative functions listed in the Summary of Responsibilities to the Director of Operations as appropriate and that the Director of Operations shall limit the need for the continuous presence of a Superintendent at CBSD facilities.
- It is recognized that there may be occasions where, both ELANCO and CBSD may simultaneously require Dr. Hollister's presence for priority meetings or events. The parties shall work together proactively to minimize such contingencies. In the event a scheduling conflict is unavoidable, Dr. Hollister shall determine the best course for proceeding via delegation, proxy, rescheduling, participating electronically or such other means as deemed appropriate.
- In accordance with applicable law, Dr. Hollister shall have a seat on the CBSD Board and a right to speak on all matters before the Board, but not to vote. He shall also have the right to attend all meetings of the Board or Board Committees, except when the Board is discussing matters relating to his employment or the appointment of a successor.

DIRECTOR OF OPERATIONS (Under Direction of Superintendent)

- ELANCO shall provide CBSD with the services of a full-time on-site Director of Operations whose primary role shall be to perform executive administrative duties as assigned by Dr. Hollister with the goal of achieving the same level of on-site service that CBSD would experience with a full-time on-site superintendent.
 - The Director of Operations shall be employed by ELANCO and his/her terms and conditions of employment shall be governed exclusively by any offer letter, agreement or policies that ELANCO may provide.
 - The Director of Operations' primary duties shall be as listed in the Summary of Responsibilities attached to this Statement of Work as Appendix B.
 - The Director of Operations shall be responsible for complying with all CBSD policies and ELANCO policies during the provision of services under this Agreement. In the event such policies may conflict, the issue shall be reported to the President of the ELANCO and CBSD Boards for resolution.
 - The President of CBSD's Board, or his/her designee, shall report on the Director of Operations' performance of the above duties to the Interim Superintendent of Record on a quarterly basis or more often if necessary. This input shall be considered in ELANCO's annual evaluation of the Director of Operations' performance. CBSD's Board reserves the right to share any performance concerns with the Director of Operations directly at any time.
2. Location. Dr. Hollister's primary office shall be in the ELANCO Administrative Offices. The Director of Operations' primary office shall be in the CBSD Administrative Offices. Both districts shall maintain suitable offices to accommodate both individuals as necessary to enable efficient performance of services under this Statement of Work.
3. Term. The initial term of this Statement of Work (the "**Initial Term**") shall commence on July 19, 2016 and shall continue through June 30, 2017. If at any time during the

contract term, ELANCO or CBSD determines that it is impractical to continue the contracted service, ELANCO or CBSD may terminate this Statement of Work without cause by providing a 90-day notice of such termination. In addition, either party may terminate this Statement of Work in the event of a material breach by the other party after thirty days' notice of breach has been given if the breaching party fails to cure its breach during such time. CBSD may terminate the services of the Interim Superintendent or the Director of Operations at any time for valid and just cause for the reasons specified in Section 1080 of the Public School Code.

4. Payment. All services provided under this Agreement shall be due within 30 days of the invoice date, except in the event of a dispute regarding services or expenses. Upon termination of the Master Agreement, this Statement of Work shall terminate automatically. CBSD also agrees to pay all of reasonable travel, communications (including 1/2 of cell phone costs), administrative, and other out-of-pocket expenses incurred by ELANCO in connection with the provision of services provided under this Statement of Work; provided, such expenses shall be itemized on any invoice and subject to approval by the CBSD Board. ELANCO shall invoice CBSD on a monthly basis.
5. Post-termination Employment. Notwithstanding any other provision herein or in the Master Services Agreement (including but not limited to Section 12 of the Master Services Agreement), if the Director of Operations ceases to be an employee of ELANCO and CBSD hires or utilizes the Director of Operations as an employee of CBSD or via another third-party service provider at any time during the term of this Statement of Work or within eighteen (18) months thereafter, CBSD shall pay ELANCO a finder's fee equivalent to the greater of twenty-five percent (25%) of the Director of Operations' final salary or thirty thousand dollars (\$30,000); provided, no fee shall apply if ELANCO terminates the Director of Operations due to lack of work. The parties mutually agree that this Section is intended to modify Section 12 of the Master Services Agreement to the limited extent that it would apply to the contingency described in this Section.
6. Executive Administrative Service Fees. ELANCO's fee for the services described in the attached Appendices shall not exceed \$165,000 per year (payable in 12 equal monthly installments).
7. Incapacity. In the event either the Interim Superintendent or Director of Operations is unable or unwilling to continue providing services under this Agreement for a period of over thirty (30) days, ELANCO shall provide a qualified substitute for the remainder of the term.
8. Qualifications / Licensure. ELANCO shall ensure that all administrative professionals providing services under this Statement of Work maintain all necessary licensures and/or certifications and complete all required background checks in order to provide such services in accordance with law.

9. Allocation of Funding. In the event either party receives any public or private grants or other monies which are targeted at funding services or activities that are covered by this Statement of Work, the parties shall meet to discuss appropriate allocation of such funds to the extent permitted by the funding source. The parties may agree to a fee credit or rebate, as appropriate, to reflect such funding.
10. Insurance. Both parties shall notify their respective insurance carriers of the shared services to be provided under this Statement of Work and take necessary action to ensure that adequate coverage is in place at all times. Prior to the commencement of any services under this Statement of Work, and thereafter upon request by either party, each party shall share with the other party proof of the coverage that is in place to insure both parties and individuals providing such services.
11. Additional Services. The parties acknowledge that CBSD may have administrative needs which exceed the scope of this Statement of Work and/or the capacity of ELANCO's current staff. In such event, the parties shall attempt to negotiate on a project by project basis the scope and fee for any such extra services or CBSD may be directed to obtain the services from a third-party provider at CBSD's cost.
12. Nature of Relationship. ELANCO and its employees serve as independent contractor/consultants to CBSD in the provision of services under this Statement of Work. This relationship is being explored with the goals of attaining a) greater stability in the executive leadership of CBSD and the resulting benefits for the district, its students and constituents; b) greater efficiency in the utilization of public funds entrusted to both parties; c) a sharing of skills and resources among the districts to their mutual benefit; and d) professional development opportunities for the individuals involved. It is expressly agreed and understood that nothing in this Statement of Work is intended to effectuate or imply a merger, consolidation or reorganization of either district.

Eastern Lancaster County School District

Columbia Borough School District

By: _____

By: _____

Name: Glenn M. Yoder

Name: _____

Title: Board President

Title: _____

Date: 06/20/2016

Date: _____

APPENDIX A
SUPERINTENDENT OF RECORD
SUMMARY OF RESPONSIBILITIES

- Insure the District operates within the legal parameters of regulation and law.
- Maintain a presence at CBSD as specified in the Statement of Work.
- Delegate duties to the Director of Operations and other CBSD staff to ensure efficient operations.
- Facilitate the creation of the shared vision for both School Districts.
- Implement the necessary steps to see that the mission meets the overall vision.
- Investigate where additional partnership opportunities exist for the benefit of CBSD.
- Evaluate the Administrative Team of Columbia Borough.
- Report to the Columbia Borough Board of School Directors.
- Sit on the CBSD Board of School Directors in a non-voting capacity.

APPENDIX B
DIRECTOR OF OPERATIONS
SUMMARY OF RESPONSIBILITIES

- Serve as delegate to and primary source of communication to and from the Interim Superintendent when the Interim Superintendent is not on-site. As assigned by the Interim Superintendent, assume primary responsibility for each of the following tasks:
- Liaison to School Board, staff and broader Columbia community.
- Supervising Buildings and Grounds at Columbia Borough School District.
- Supervising Food Services at Columbia Borough School District.
- Representing Columbia Borough School District at most student events and district events.
- Supervise Community Service program, Graduation Project program and Career Development at Columbia Borough School District.
- Plan professional development for non-instructional services.
- Maintain positive community relationships and partnerships through memberships and attendance at local organization functions.
- Represent Superintendent at routine Board meetings and Board Committee meetings.
- Oversee hiring of non-instructional staff.
- Assist Superintendent in the completion of required reports and plans.
- Take an active role in acquiring grants.
- Take an active role in acquiring support of local businesses and charities.
- Be part of the chain of command for any requests or complaints that may arise from students, staff or community.
- Present (in person) on a quarterly basis a report to the ELANCO School Board