

WEST YORK AREA SCHOOL DISTRICT

ASSISTANT SUPERINTENDENT

CONTRACT

July 1, 2021 – June 30, 2024



**WEST YORK AREA SCHOOL DISTRICT
ASSISTANT SUPERINTENDENT CONTRACT**

THIS AGREEMENT is made and entered this 16th day of February, 2021, by and between the **Board of School Directors of the West York Area School District** with offices located in Pennsylvania (hereinafter referred to as “**School District**” or “**Board**” or “**Board of School Directors**”) and **Erin N. Holman** (hereinafter referred to as “**Assistant Superintendent**”).

WHEREAS, the Board of School Directors, at a Regular meeting of the said Board of School Directors duly and properly called on the 16th day of February 2021, by Resolution duly adopted, reelected Erin N. Holman to the Office of Assistant Superintendent in accordance with the pertinent provisions 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, in consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

ARTICLE I

The School District does hereby employ Erin N. Holman in the capacity of Assistant Superintendent of the School District for a term beginning on the 1st day of July, 2021 and ending on the 30th day of June, 2024. This Agreement shall terminate upon the expiration of the term, unless this Agreement is sooner renewed, extended, modified, or terminated in accordance with this Agreement.

ARTICLE II

MANAGEMENT SERVICES

During the term of this Agreement, Erin N. Holman agrees to serve as and perform the duties of the Assistant Superintendent in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the District job description for the position of Assistant Superintendent, the policies of the School District, and the provisions of this Agreement.

LEGAL QUALIFICATIONS

The Assistant Superintendent covenants that she possesses all of the qualifications that are required to serve as an Assistant Superintendent. The Assistant 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. She further agrees to subscribe to and take the proper oath of office before entering upon her duties.

ASSESSMENT OF PERFORMANCE

The Superintendent in conjunction with, and subject to the final review and approval by the Board, shall conduct a regular annual evaluation of the Assistant Superintendent's performance by no later than June 30th each year for the preceding school year. The evaluation shall be conducted in a private session. The Assistant Superintendent shall be evaluated based upon objective performance standards, and other additional criteria regarding School District operations that may jointly be agreed upon by the Assistant Superintendent, the Superintendent, and the Board. The Board, the Superintendent, and Assistant Superintendent shall agree in writing by no later than September 30th of each school year which objective performance standards will be used for her evaluation for the next school year.

The following provisions shall apply to the Assistant Superintendent's annual evaluation process:

- (a) The mutually agreed-upon objective performance standards for the assessment of the Assistant Superintendent's performance for each school year shall be publicly posted on the District's official website as required by law. After the completion of the Assistant Superintendent's evaluation for a particular school year, the date on which the evaluation was completed shall be posted on the District's official website and whether the Assistant Superintendent satisfied the agreed-upon objective performance standards as required by law;
- (b) The Superintendent and Board reserve the right to exercise maximum flexibility in determining the mechanics of the Assistant Superintendent evaluation, so long as the evaluation model satisfies the requirements of the law and the terms of this Agreement;

- (c) Evaluation procedures may be developed and contained in forms prepared in accordance with Board policies, District procedures, the Public School Code and State Board of Education regulations;
- (d) A copy of the written evaluation shall be delivered to the Assistant Superintendent;
- (e) The written evaluation and any response shall be held in strict confidence between the Board, the Superintendent and the Assistant Superintendent and in no manner shall be permitted to be disseminated to the general public by any member of the Board or by any District employee.

The purposes of the process shall be as follows:

- (a) To strengthen the working relationship between the School District and the Assistant Superintendent, enhance the Assistant Superintendent's effectiveness, and clarify for the Assistant Superintendent and individual Board Members the responsibilities the Board of School Directors relies on the Assistant Superintendent to fulfill.
- (b) To discuss and establish goals for the ensuing year.
- (c) To establish compensation and benefits for the ensuing year in accordance with the compensation and benefits provisions of this Agreement.

DUTIES RELATED TO THE ADMINISTRATION OF SCHOOLS

- (a) The Assistant Superintendent will render assistance to the Superintendent and the Board, as assigned, on matters related to student services, curriculum, personnel, the administration of educational programs, business management, and all other related affairs of the District. The Assistant Superintendent will perform her duties in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the policies of the District, the provisions of this Agreement, and the directives of the Board.
- (b) The Assistant Superintendent shall attend all regular and special meetings of the Board, and any committee meetings thereof unless excused therefrom by the Superintendent, and, when so designated by the Superintendent in the absence of the Superintendent, will serve as advisor to the Board and to said committees on all matters affecting the District.

- (c) The District Assistant Superintendent will devote her full time, skill, labor and attention to said employment during the term of this Agreement, provided, however, that she, with prior permission of the Board and as allowable under statute, may undertake consultative work, speaking engagements, writing, lecturing, adjunct teaching, or other professional duties and obligations.

ARTICLE III

SCHOOL DISTRICT

The School District on its own behalf and on the behalf of the electors of the District, and the Assistant Superintendent, hereby retains and reserves unto itself, all power, rights, authority, duties, and responsibilities conferred upon and vested in each of them, by the law and the "Constitution of the Commonwealth of Pennsylvania." The School District and the Assistant Superintendent shall be bound only by the specific and expressed terms of this Agreement.

ARTICLE IV

COMPENSATION AND BENEFITS COMPENSATION

The Board of School Directors and the Assistant Superintendent agree to the following conditions as they relate to this Agreement or any amendment or extension to this Agreement:

- (a) The established annual salary (July 1st to June 30th) for the 2021-2022 school year shall be the Assistant Superintendent's annual salary for the 2020-2021 school year plus any salary increase approved by the Board of School Directors.
- (b) The established annual salary shall be paid in equal installments in accordance with the policy or agreement governing other twelve (12) month Management Employees in the School District unless otherwise agreed between the parties hereto.
- (c) The annual salary of the Assistant Superintendent shall not be decreased during the term of this Agreement, or through any amendment or extension of this Agreement, without the written agreement of the Assistant Superintendent.

- (d) On July 1st of each subsequent school year of this Contract, the Assistant Superintendent shall receive a salary increase to be based upon the Assistant Superintendent's annual performance assessment for the preceding school year. Annual salary adjustments shall be given based on merit as a result of the Assistant Superintendent's Annual Performance Evaluation. Such adjustments will coincide with the Act 93 Agreement for both team and personal goals.
- (e) The School District in annually adjusting the salary shall not be considered to have entered into a new Agreement with the Assistant Superintendent or to have extended the termination date of this Agreement.
- (f) The Assistant Superintendent shall receive a one-time salary increase of \$2,500.00 when she obtains her Doctorate Degree, which will be added to her base salary.

VACATION AND HOLIDAYS

The Assistant Superintendent shall receive twenty (20) days of vacation annually, exclusive of legal holidays as set forth in School District policy in force on the first day of this Agreement. The Assistant Superintendent may carry over five (5) days of unused vacation from one year to the next; however, the Assistant Superintendent may not possess more than thirty (30) vacation days at any time. On June 30th of each year of this Agreement, if the Assistant Superintendent has unused vacation days beyond those that are carried over to the next school year, the Assistant Superintendent shall be paid the value of up to five (5) unused vacation days at her current per diem rate ("per diem rate" as the term is used herein shall equal the Assistant Superintendent's then-current gross salary divided by two hundred sixty (260)) as a cash payment; thereafter, any remaining balance of any unused vacation days shall be forfeited. The parties agree the payment contributions contemplated by this paragraph are in addition to the annual salary, and shall not be considered as compensation for Public Employee Retirement System (hereinafter referred to as "PSERS") retirement purposes. Holidays applicable to other twelve (12) month employees shall be applicable to the Assistant Superintendent. The Assistant Superintendent shall receive prorated payment for unused vacation leave upon her separation from employment with the District for any reason, including but not limited to retirement, resignation, termination, permanent disability, death, or non-renewal of this Agreement at which said payment

shall be based on the per diem rate of the Assistant Superintendent's then current annual salary as certified by the payroll accountant for each day of unused vacation leave.

PERSONAL DAYS

The Assistant Superintendent shall be entitled to two (2) personal days per year during the term of this Agreement which personal days can be accumulated up to a total of five (5) personal days. All unused personal leave allocated to the Assistant Superintendent at the end of the 2020-2021 school year under her prior employment agreement with the District shall be credited to the Assistant Superintendent upon execution of the Agreement. Any unused personal days in excess of five (5) personal days shall be converted to unused sick days.

SICK LEAVE

The Assistant Superintendent shall be entitled to twelve (12) sick leave days annually. Unused sick days shall be cumulative. All sick leave days allocated to the Assistant Superintendent at the end of the 2020-2021 school year under her prior employment agreement with the District shall be credited to the Assistant Superintendent upon execution of the Agreement.

The Assistant Superintendent shall receive payment upon her separation of employment with the District for any reason, including but not limited to retirement, resignation, termination, permanent disability, death or non-renewal of this Agreement at which time said payment shall be paid at the rate of Seventy-Five Dollars (\$75) per day for each day of unused sick leave up to a maximum payment for 125 days.

SABBATICAL LEAVE

The Assistant Superintendent shall be entitled to take Sabbatical Leave of Absence as provided under the Public School Code, and in accordance with the same policies, regulations, and procedures applicable to professional employees.

OTHER LEAVES

The Assistant Superintendent shall be entitled to such other leaves of absence as are provided for professional employees in the Public School Code and the policies and regulations of the School District.

EMERGENCY LEAVE

The Assistant Superintendent shall be entitled to emergency leave as may be approved by the Superintendent.

COURSE REIMBURSEMENTS

The Assistant Superintendent may continue her professional development through attendance at recognized colleges or universities of her choice approved by the Board of School Directors and shall be reimbursed for tuition. Payment shall be made at such time as a receipted tuition bill is submitted to the business manager of the School District.

INSURANCE BENEFITS

(a) Group Term Life Insurance in an amount equal to two (2) times the amount of the annual salary.

(b) Comprehensive Catastrophic Liability Insurance and Errors and Omissions Liability insurance in an amount no less than the coverage in existence at the time of approval of this Agreement.

(c) Group Health, Dental, and other health related insurance in accordance with terms, specifications, and conditions as accorded to other Act 93 Administrative Employees of the District under the District's Leadership Performance and Compensation Plan adopted pursuant to Section 1164 of the Public School Code during the terms of this Agreement. The Assistant Superintendent shall contribute toward health care coverage costs in an amount equal to what is specified in the Act 93 Agreement; however, the Assistant Superintendent's annual merit increase shall be in addition to the yearly incremental increase in health insurance contributions.

TWELVE MONTH MANAGEMENT EMPLOYEE BENEFITS

In addition to all other benefits contained in this Agreement, the Assistant Superintendent shall also be entitled to all additional/increased benefits received by other twelve (12) month Management Employees during the term of this Agreement.

COMPREHENSIVE MEDICAL EXAMINATION

The Assistant Superintendent agrees to have a comprehensive medical and visual examination not less than every two (2) years and no more than annually during the term covered by this Agreement and to authorize the consulting physician to file with the Human Resources Director's Office a statement certifying to her

physical competency, which statement shall be held in confidence. Cost of said medical and visual examination shall be borne by the School District.

MEETINGS, CONVENTIONS, AND SEMINARS

The duties of the Assistant Superintendent require her presence at numerous meetings, conventions, and conferences in order that she can maintain awareness of current programs, problems, and information. Her attendance at seminars, workshops, in-service programs, school activities, and graduate education programs is necessary to maintain the knowledge and skill required of her position. The School District considers the expense involved in such activities to be directly related to her duties and appropriate for reimbursement. Attendance at such events shall be subject to Board of School Directors approval with budget limitation. Expense reimbursement for such activities shall be provided in accordance with procedures described in School District Policy.

TRANSPORTATION

The School District shall provide the Assistant Superintendent, in performance of her duties during the term of this Agreement, with mileage expense reimbursement in accordance with conditions and procedures provided for Professional Employees. Nothing contained herein shall preclude the School District from increasing the travel reimbursement rate of said policy as may be agreed between the parties.

PROFESSIONAL ASSOCIATION MEMBERSHIP

The School District shall pay the membership fees for the Assistant Superintendent in at least four (4) professional organizations of the Assistant Superintendent's choosing, the extent and nature of which shall be subject to prior Board approval.

PROFESSIONAL LIABILITY INDEMNIFICATION

The School District agrees that it will defend, hold harmless, and indemnify the Assistant Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Assistant Superintendent in her individual capacity or in her official capacity as agent and employee of the School District, provided the incident arose while the Assistant Superintendent was acting, or reasonably believed she was acting, within the scope of her employment and the Assistant Superintendent's conduct does

not constitute a crime, actual fraud, malice, or willful misconduct. This obligation shall survive the termination of this Agreement.

ARTICLE V

TERMINATION

The School District and Assistant Superintendent hereby agree that the following provisions shall be applicable for the term of this Agreement.

(a) The Assistant Superintendent shall, throughout the term of this Agreement, be subject to termination of contract for valid and just cause and for the reasons specified under Section 1080 of the Public School Code. Before any call for dismissal is made, the Assistant Superintendent shall be provided first with written charges, adequate notice of a hearing, a fair and impartial hearing, and all elements of due process and the right to appeal to a court of competent jurisdiction. The Assistant Superintendent shall have the right to be represented by counsel at her sole cost and expense provided.

(b) The Assistant Superintendent may resign at any time provided she gives ninety (90) days written notice to the Board of School Directors prior to the effective date of her resignation.

(c) In the event that the Board of School Directors determines by majority vote that it would like to terminate this Agreement prior to the expiration of the Agreement term, the Board of School Directors shall provide ninety (90) days written notice to the Assistant Superintendent and, on condition that a mutual written Agreement is reached, and confirmation is given by the Assistant Superintendent accepting the early termination, the School District will pay the Assistant Superintendent's salary and provide normal benefits through the effective date of termination, and the parties may further agree in writing to provide the Assistant Superintendent with payment for accrued vacation, sick, and personal leave days which were unused as of the termination date and any amount the parties may mutually agree to pursuant to Section 1073 (e)(3) of the Public School code. Under any mutual agreement under this subparagraph, the District will have no further obligation for salary, benefits, or any other item under this agreement after the effective date.

(d) This Agreement shall be terminated upon the death of the Assistant Superintendent, at which time the District shall pay to the Assistant Superintendent's estate and/or heirs all of the aggregate compensation,

salary and benefits the Assistant Superintendent earned, accrued and/or is entitled to under this Contract through the date of the Assistant Superintendent's death.

ARTICLE VI

PERMANENT DISABILITY

Should the Assistant Superintendent be unable to perform her duties by reason of illness, accident, or other cause beyond her control, and said disability continues for a period of more than three (3) calendar months beyond all sick or other usable leave to which the Assistant Superintendent is entitled under this Agreement or otherwise including sabbatical leave of absence, the School District may, at its discretion, request a health examination in accordance with ARTICLE IV of this Agreement. If the consulting physician or the school physician determines that the disability is permanent, the School District may, at its option, terminate this Agreement, whereupon the respective duties, rights and obligations contained herein shall terminate.

Notwithstanding any other provision of this article, the School District and Assistant Superintendent agree that it is the express intention of the parties that the Assistant Superintendent has not waived or in any way impaired her rights, nor will the School District unlawfully discriminate against Assistant Superintendent or violate her rights, under the Americans with Disabilities Act, the Family Medical Leave Act, the Pennsylvania Human Relations Act, or any other state or federal law.

ARTICLE VII

UNLAWFUL PROVISION

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the laws. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement and are not affected by the deleted article, section or clause. If at any time thereafter such article, section, or clause 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.

ARTICLE VIII

STATUTE REFERENCES

All references to the Pennsylvania Public School Code contained herein shall also refer to any amendment, addition or recodification of such code.

ARTICLE IX

RENEWAL OF CONTRACT

The Assistant Superintendent will advise the Board in writing at least twelve (12) months prior to the end of this Agreement as to her wish concerning an extension and continued employment after the term of this Agreement. Unless the Assistant Superintendent has advised the Board in writing of her wish not to be considered for renewal, at a regular meeting of the Board occurring at least 90 days prior to the end of the term of this Agreement, the agenda shall include an item requiring affirmative action of five (5) or more members of the Board to notify the Assistant Superintendent that the Board intends to renew the agreement for a further term of from three (3) to five (5) years or that the Agreement will terminate and other candidates will be considered. If the Board fails to take such action at a regular meeting occurring at least 90 days prior to the end of the term of this Agreement, the term of this Agreement shall be extended one time for one (1) year period, upon the conclusion of which this Agreement shall terminate unless the Board has taken action prior to the end of the one (1) year extension to retain the Assistant Superintendent for a further term.

ARTICLE X

OBLIGATION

This Agreement shall be binding upon the parties hereto, their successors, and assigns.

ARTICLE XI

MUTUAL AND COMPLETE AGREEMENT/MODIFICATION IN WRITING

This Agreement contains the mutual and complete agreement between the parties and may not be changed, modified, or altered except in a writing signed by the Assistant Superintendent and approved of by the Board of School Directors and executed by an authorized officer of said Board of School Directors.


APPLICABLE LAW

This Agreement shall be governed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

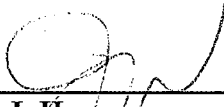
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

ATTEST:

WEST YORK AREA SCHOOL DISTRICT:




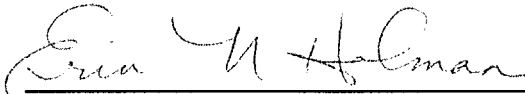
Sheri L. Schlemmer
Board Secretary



Jeanne J. Herman
School Board President

WITNESS:





Erin N. Holman
Assistant Superintendent

