

WEST YORK AREA SCHOOL DISTRICT

SUPERINTENDENT'S CONTRACT

TODD M. DAVIES, Ed.D.



DECEMBER 1, 2017 – NOVEMBER 30, 2022

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made the 25th day of September 2017, by and between the Board of School Directors (hereinafter referred to as "Board") of the West York Area School District (hereinafter referred to as "District"), with its principal office located at 2605 West Market Street, York, PA 17404, and Dr. Todd Davies (hereinafter referred to as "Superintendent").

WHEREAS, the Board at a specially scheduled meeting duly and properly called on the 25th day of September 2017, did elect Dr. Todd Davies, to the office of Superintendent for the District in accordance with the provisions of Sections 508, 1071, 1073, 1073.1, 1075, 1080 and 1081 of the 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 and conditions hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Employment and Contract Term. District does hereby employ Superintendent in the capacity of Superintendent, to serve a term of five (5) years, commencing on December 1, 2017, and ending on November 30, 2022, and Superintendent agrees to accept this position for the specified term. The Agreement shall terminate upon the expiration of the term, unless this Agreement is sooner renewed, modified or terminated or allowed to renew automatically in accordance with Section 1073(b) of the Public School Code or this Agreement.

2. Authority of Board/District and District Superintendent. The Board, on its own behalf and on behalf of the electors of the District, and Superintendent hereby retain and reserve all power, rights, authority, duties and responsibilities conferred upon and invested in it and in him respectively by the laws and the Constitution of the Commonwealth of Pennsylvania save for any power or rights limited by the express terms of this Agreement.

3. Legal Qualifications. Superintendent covenants that he possesses all of the qualifications that are required by law to serve as District Superintendent. 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. He further agrees to subscribe to and take the proper oath of office.

The Superintendent expressly warrants and represents that he does not and will not have, during the term of this Agreement, any financial interest, direct or indirect, in the sale or adoption of any book or books, or the sale to or lease by the District of any supplies, services or equipment. He further warrants that he has not violated the provisions of the Public School Code as they apply to the qualifications for or election of a Superintendent.

4. Duties.

a. Superintendent will serve as the Chief Administrator of the District and perform the duties of Superintendent 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. Superintendent will devote his full time, skill, labor and attention to said employment during the term of this Agreement; provided, however, that he, by permission of Board and as allowable under statute, may undertake consultative work, speaking engagements, writing, lecturing, adjunct teaching or other professional duties and obligations. If the Board reasonably determines that any outside work of the Superintendent is substantially interfering with the Superintendent's performance of his duties as District Superintendent pursuant to this Agreement, the Board shall so notify him and the Superintendent will stop the outside work as soon as he practically and reasonably is able to discontinue such outside work, and in no event later than ninety (90) days from notification.

c. Superintendent will have a seat at the Board table and the right to speak on all issues before the Board in accordance with applicable law; he will attend all regular and special meetings of the Board, unless excused therefrom by the Board, as well as all committee meetings thereof, and will serve as advisor to said committees on all matters affecting the District.

d. Superintendent will furnish recommendations to the Board on all matters having to do with selection, appointment, promotion, reduction, or termination of personnel employed or to be employed by the District, all subject to final approval by the Board.

e. The administration of the affairs of the District, including but not limited to the programs, personnel and business management, will be lodged with Superintendent, and the duties and responsibilities with regard thereto will be performed and discharged by him or by his staff under his direction.

f. Criticisms, complaints, and suggestions called to the attention of the Board or its members will be referred to the Superintendent for study, disposition or recommendation, as appropriate.

5. Salary. District agrees to pay to Superintendent an annual salary of one hundred and sixty-seven thousand dollars (\$167,000) during first school year of this Agreement (July 1st to June 30th), and thereafter his annual salary for the subsequent school year shall be an amount equal to his previous annual salary plus any salary increment increase approved by the Board in compliance with the subparagraphs herein. The annual salary amount for the 2017-2018 school year shall be pro-rated to reflect the actual number of work days the Superintendent works during said school year. The annual salary shall be paid in equal installments in accordance with the policy of the District governing salary payments to the majority of regularly employed professional employees of the District, or as otherwise agreed between the parties hereto; subject, however, to the following:

a. The Board shall evaluate the performance of Superintendent no less than annually, and shall share and discuss with Superintendent each evaluation. (See paragraph 6, hereof, the terms of which are incorporated herein.)

b. Increases to the annual salary of Superintendent shall be based primarily upon the satisfactory progress which Superintendent has made toward the attainment of the goals and objectives furnished to Superintendent as set forth in Paragraph 6.

c. Increases to the annual salary of the Superintendent for each school year under this Agreement shall be two and one-half percent (2.5%), if the Superintendent's performance review for the preceding school year is deemed satisfactory for purposes of Section 1073.1 of the Public School Code. If the Board deems the Superintendent's performance review as exemplary, the Board shall have the discretion to award the Superintendent a salary increase greater than two and one-half percent (2.5%) for the preceding school year.

d. The Board, in its sole discretion, shall be authorized to pay the Superintendent an annual bonus during the course of this Agreement based upon the Superintendent's progress towards the attainment of goals and objectives furnished to the Superintendent as set forth in Paragraph 6. Any such bonus shall be approved by the Board at a public meeting in compliance with the Sunshine Act, as amended.

e. No salary increase during the term of this Agreement shall be considered to be a new agreement between the parties, nor shall it be deemed to constitute an extension of the termination date of this Agreement.

6. Performance Evaluation. The Board shall conduct a regular annual evaluation of Superintendent's performance by no later than June 30th each year for the preceding school year. The evaluation shall be conducted in private session limited to the Board and Superintendent. The Superintendent shall be evaluated based upon objective performance standards, which may include the following: student achievement on Pennsylvania System of School Assessment (hereinafter referred to as "PSSA") tests and Keystone Exams; student growth as measured by Pennsylvania Value-Added Assessment System; student attrition and graduation rates; financial management of the District; overall job performance; successful completion or implementation of the Superintendent's professional goals jointly established by the Board and the Superintendent; and other additional criteria regarding District operations that may jointly be agreed upon by the Superintendent and the Board. Provided, however, that any evaluation instrument and method selected shall require the Board of School Directors to speak in one voice by voting as an entire Board. The Board and Superintendent shall agree in writing by no later than June 30th of each school year which objective performance standards will be used for his evaluation for the next school year. For the time period within the 2017-2018 school year, the Board and Superintendent shall agree upon objective performance standards within thirty (30) days of the commencement of this Agreement.

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

- a. The mutually agreed-upon objective performance standards for the assessment of the Superintendent's performance for each school year shall be publicly posted on the District's official website as required by law.
- b. An evaluation instrument mutually agreed upon in writing by the Board and the District Superintendent shall be utilized for the annual performance assessment, 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 by the Board 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 Superintendent by the President of the Board.
- e. The Superintendent shall have the right to respond in writing to the evaluation and request an opportunity to appear before the Board in a closed executive session.
- f. The written evaluation and any response shall be held in strict confidence between the Board and the 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, unless the District is required to disclose the same by law.
- g. After the completion of the Superintendent's evaluation for a particular school year, the Board shall post on the District's official website the date on which the evaluation was completed and whether the Superintendent satisfied the agreed-upon objective performance standards as required by law.

7. Vacation Days. Superintendent shall be entitled to twenty-two (22) days of vacation annually, exclusive of legal holidays as set forth in the District's policy or calendar, during the term of this Agreement. The Superintendent's annual allotment of vacation days shall be pro-rated during the 2017-2018 school year to reflect his starting date of employment. At least five (5) of twenty-two (22) vacation days must be used consecutively during each year of the Agreement.

The Superintendent may carry over three (3) days of unused vacation leave from one school year to the next; however, the Superintendent may not possess more than thirty-seven (37) vacation days at any time. On June 30th of each year of this Agreement, if the Superintendent has unused vacation days beyond those that are carried over to the next school year, the Superintendent shall be paid the value of up to ten (10) unused vacation days at his current per diem rate ("per diem rate" as the term is used herein shall equal the 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.

8. Sick Days. Superintendent shall be entitled to twelve (12) days sick leave annually. The Superintendent may use up to ten (10) days of sick leave each year for family illness. The Superintendent's annual allotment of sick days shall be pro-rated during the 2017-2018 school year to reflect his starting date of employment. Unused sick leave days shall accumulate from year to year without limitation, and sixty-six (66) days of unused sick leave heretofore accumulated by Superintendent during his prior employment are hereby recognized and accepted as accumulated and unused sick leave days to which Superintendent is entitled hereunder pursuant to Section 1073(e)(2)(x) of the School Code. Provided, however, the Superintendent shall not receive any financial payment for any of the sixty-six (66) sick leave days which were transferred from his prior employment in accordance with Paragraph 24 of this Agreement.

9. Personal Leave. Superintendent shall be entitled to three (3) personal days annually during the term of this Agreement. Unused personal days may be accumulated and carried over to the next school year, so long as the Superintendent may not have more than four (4) personal days at any time.

10. Emergency Leave. Superintendent shall be entitled to emergency leave as may be approved by the Board.

11. Bereavement Leave. Superintendent shall be entitled to take bereavement leave for the death of a member of the immediate family in the same manner as administrators under the District's administrator compensation plan adopted pursuant to Section 1164 of the Public School Code.

12. Health Care Benefits. The District shall make available health care benefits (hospitalization, major medical, prescription drugs, dental and vision) for the Superintendent, his spouse and dependents. The benefits which are provided shall be in accordance with the benefits which are from time to time provided through its current group health care plans, its successor or such other plan as provided to the professional staff of the District. The District shall pay the cost of such benefits, less the premium contribution, for the Superintendent, the Superintendent's spouse and/or dependents. The Superintendent will be responsible for all deductibles for himself, his spouse and dependents. If the Superintendent accepts health coverage pursuant to this Agreement, he will pay, through payroll deductions, the premium contribution. This premium contribution shall be calculated as a percentage of the total cost of his health insurance coverage, including spouse and/or family members and shall be equal to the premium contributions paid by administrators under the then current District's administrator compensation plan adopted pursuant to Section 1164 of the Public School Code.

13. Waiver of Health Care Benefits. If the Superintendent voluntarily elects to waive health care benefits for his spouse and eligible dependents, who are otherwise eligible to receive health care benefits under Paragraph 12 above, he shall receive six hundred and forty dollars (\$640) each month that such waiver is in place and effective. The Superintendent shall make any election to waive such coverage in writing within ten (10) days of the commencement of this Agreement and, thereafter, during the open enrollment period when eligible District employees

elect health care benefit each year. Any election to waive health care benefits shall remain effective until the District's next open enrollment period, unless the Superintendent's spouse and/or eligible dependents experience a qualifying event that would trigger a special right to enroll in said health care benefits under 29 C.F.R. § 2590.701-6. The parties agree the monthly waiver payments contemplated by this paragraph are in addition to the annual salary, and shall not be considered as compensation for PSERS retirement purposes, and are further subject to the restrictions set forth below:

a. If the Superintendent receives a payment for waiving health care benefits, and later becomes eligible for a tax credit and/or subsidy to purchase health care coverage under the Patient Protection Affordable Care Act, as amended, said right to continue receive payments for waiving health care benefits shall be discontinued immediately and forever forfeited. The payment amount shall be prorated for the period of time that coverage was waived before the effective date of the Superintendent's tax credit and/or subsidy, and the Superintendent, his spouse and eligible dependents will be offered the opportunity to enroll in the District's health care benefit plans as provided in this Agreement.

b. If the District is subject to a penalty under Section 4980H(a) or (b) of the Internal Revenue Code, as added by Section 1513 of the Patient Protection Affordable Care Act, as a result of offering the benefit waiver payment herein, this provision shall become null and void and the Superintendent, his spouse and eligible dependents shall be offered the opportunity to enroll in the District's health care coverage as provided in this Agreement.

14. Retiree Health Care Coverage. If the Superintendent retires from his employment as the District's Superintendent to receive a PSERS retirement benefit, and is at least sixty-two (62) years of age, the District shall pay the entire cost of the health care coverage for the Superintendent only until he attains age sixty-five (65) years of age if allowed by the health insurance company then providing group health insurance to the District, or if the District is self-insured if allowed under the self-insurance plan. If coverage of Superintendent is not allowed by the health insurance company or the self-insurance plan, the District will at the option of Superintendent, make an annual payment to Superintendent until age sixty-five (65) years of age in the amount of the premium Superintendent pays for insurance that is comparable to the District's plan. If eligible, Superintendent will apply for PSERS premium assistance, and any such assistance received shall be applied to offset the District cost for health care coverage. The District obligation to provide coverage shall be suspended during any period of time Superintendent is eligible to receive health care coverage from another employer-provided plan.

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

16. Meetings, Conventions and Conferences. The Superintendent shall have the right to attend regional, state and national meetings, conventions and conferences provided such attendance is approved in advance by the Board. The District shall pay or reimburse the Superintendent for all costs associated such meetings, conventions and conferences including registration, travel, food and lodging. However, the Superintendent will not attend more than

one national meeting, convention or conference per year without prior approval from the Board. Expense reimbursement for such activities shall be provided to the Superintendent in accordance with District policies and procedures.

17. Medical Examination. The Superintendent will have a comprehensive medical examination not less than every two (2) years, and the District encourages the Superintendent to have an annual comprehensive medical examination, to certify his physical competency to serve as Superintendent. The cost of annual physical examinations will be borne by the District, to the extent not covered by District health insurance, up to a maximum of five hundred dollars (\$500) per year. Any report of the medical examination shall be given directly and exclusively by the examining physician to the Superintendent. The District shall be advised in writing by the physician of the continued physical fitness of the Superintendent to perform his duties and such report shall be confidential.

18. Life Insurance. The Superintendent shall receive a District-funded term life insurance policy equal to two times his annual salary. This insurance policy shall be designed to pay death benefits to the Superintendent's selected beneficiary.

19. Mileage and/or Moving Expense Reimbursement. The Superintendent shall be eligible to receive twelve thousand eight-hundred dollars (\$12,800) for both mileage expenses and/or moving expenses as follows:

a. The Superintendent shall receive a monthly reimbursement of five hundred dollars (\$500) to reimburse him for mileage expenses incurred while traveling between his current residence and the District until June 30, 2019 or until the Superintendent purchases a residence within fifteen (15) miles of the District's boundaries, whichever occurs first.

b. For agreeing to move his home residence within fifteen (15) miles of the District's boundaries, the Superintendent shall receive no later than June 30, 2019 a one-time payment in an amount equal to the amount remaining after the monthly payments of mileage expenses referred to in subparagraph (a) have been completed for expenses incurred to move the Superintendent from his current residence to his new home residence within fifteen (15) miles of the District's boundaries. If for any reason the Superintendent is unable to find a suitable residence within fifteen (15) miles of the District's boundaries, the Board, in its sole discretion, may elect to waive the aforementioned fifteen (15) mile restriction in order for the Superintendent to qualify to receive the moving expense payment contemplated under this subparagraph.

c. In exchange for the reimbursements contemplated by subparagraphs (a) and (b) herein, the Superintendent waives his right to take a sabbatical leave of absence, with the exception of an application for a sabbatical for restoration of health with the Board's approval and compliance with all eligibility conditions for the same, pursuant to Public School Code §§ 1166 and 1161.1.

20. Other Fringe Benefits. The Superintendent shall receive all benefits provided to other administrative or professional personnel of the District, not otherwise enumerated in this Agreement.

21. Disability of the Superintendent. Should Superintendent be unable to perform his duties by reason of illness, accident or other cause beyond his control, such that a "disability" as defined in the disability insurance contract maintained by the District shall be effective, and the disability continues for a period of sixty (60) days, then, the following provisions shall be applicable to this Agreement:

a. He shall be paid his full salary for the period of ninety (90) days, immediately subsequent to his disability (or such longer period required to qualify for benefits under the District's long term disability policy); provided, however, that any accumulated sick leave shall be applied against this period.

b. Upon the termination of this ninety (90) day (or longer if applicable) period provided for in subparagraph (a) above, and provided he satisfies the requirements for payment under the District's then-existing, District-paid disability income insurance policy, he shall be entitled to received such disability payments as shall be provided for under such policy for such period of time as is provided for in the policy.

c. If after a six (6) month period the disability is determined by the Board, based upon competent evidence, to be permanent or irreparable, District may, at its option, terminate this Agreement, whereupon the respective duties, rights and obligations contained herein shall terminate except for such rights as Superintendent shall have under the disability policy referenced in subparagraph (d) herein.

d. District shall secure and maintain a disability income insurance policy for Superintendent in an amount equal to sixty percent (60%) of his base annual salary, herein established or subsequently negotiated, per month subject to a ninety (90) day waiting period, with monthly benefits payable to no less than the age as prescribed in such policy.

22. Tax Deferred Annuity. At the request of Superintendent and in accordance with applicable federal and state statutes and regulations, the District shall withhold and transfer an amount of salary monthly, said amount to be determined by Superintendent, permitting him to participate in a tax-deferred annuity program of his choosing or in such program, if any, as has previously been approved by the District for participation by other professional staff in the District.

23. Cellular Phone and Data Plan. The District shall provide and pay for a cellular phone and data plan for the Superintendent through the District's phone and data plan for the duration of this Agreement. It is understood and agreed that Superintendent may use this cellular phone from time to time for his personal use and such use shall not be considered a violation of his obligations under this Agreement.

24. Early Termination of Contract. This Agreement and the Superintendent's employment may be terminated early prior to the end of the term of the agreement upon any of the following events:

a. Superintendent retires before the expiration of the Agreement. If the Superintendent voluntarily retires before the expiration of the Agreement, and begins to receive retirement benefits pursuant to the PSERS, the District will pay the Superintendent's salary and provide normal benefits through his date of retirement and the Superintendent shall be eligible to receive the benefits afforded by Paragraph 14 (retiree health care coverage) and Paragraph 20 (other fringe benefits) subject to his satisfying the applicable eligibility criteria set forth in those paragraphs.

b. Mutual written agreement of the Superintendent and the District. The Agreement may be terminated by mutual agreement of Superintendent and the Board. In the event of such termination, the District will pay the Superintendent's salary and provide normal benefits through the effective date of termination, and the parties may further agree in writing to provide the Superintendent with a 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 written 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 of termination.

c. Termination by the District for Cause. The Board may remove Superintendent and terminate this Agreement pursuant to the procedures set forth in the Public School Code § 1080 for cause. For purposes of this contract, "cause" shall mean the reasons set forth in Public School Code § 1080, the reasons set forth in other applicable law that requires termination of employment, or misstatement of a material fact concerning Superintendent's qualifications in connection with District's employment of Superintendent. If the Superintendent has been given notice of charges and of a hearing, the Board may suspend the Superintendent, with or without pay, at the discretion of the Board, pending a hearing and final decision. At any such hearing before the Board, the 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 Superintendent. The Superintendent shall have the right to be represented by counsel at his sole cost and expense. If District terminates this contract for cause and the charges against Superintendent are sustained after hearing, School District will have no further obligation for salary, benefits, or any other item under this contract after the effective date of termination or any earlier suspension without pay.

d. Termination by Resignation of the Superintendent (non-retirement). This Agreement may be unilaterally terminated by the resignation of the Superintendent at any time; provided the Superintendent gives the Board at least ninety (90) days' notice prior to the effective date of the resignation. In the event of such termination, the District will pay the Superintendent's salary and provide normal benefits through the effective date of termination.

25. Indemnification. The District agrees, as a further condition of this Agreement,

that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against him in his official capacity as agent and employee of the District, provided the incident arose while he was acting within the scope of his employment. However, this paragraph shall not apply to any acts by the Superintendent that constitute a crime, actual fraud or willful misconduct. The obligation of the District to defend, hold harmless, and indemnify the Superintendent as set forth above shall apply even if the lawsuit in question occurs after the Superintendent retires or otherwise leaves the position of Superintendent, provided the events which gave rise to the lawsuit arose while the Superintendent was acting, or reasonably believed he was acting, within the scope of his employment as Superintendent and the indemnification costs are authorized under the Political Subdivision and Tort Claims Act. This obligation shall survive the termination of this Agreement.

26. Renewal. Superintendent will advise the Board in writing at least twelve (12) months prior to the end of this Agreement as to Superintendent's wish concerning an extension and continued employment after the term of this Agreement. Unless Superintendent has advised the Board in writing of Superintendent's wish not to be considered for renewal, at a regular meeting of the Board occurring at least 150 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 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 as Superintendent. If the Board fails to take such action at a regular meeting occurring at least 150 days prior to the end of the term of this Agreement, Superintendent will continue in office for a further term of the same length as the term of this Agreement.

27. Miscellaneous:

a. Any notice required by this Agreement shall be effective if mailed to the other party at the address shown herein, or such other address as either party shall supply in writing to the other.

b. This Agreement shall be binding upon the parties, their heirs, personal representatives, successors and assigns.

c. All references to the Public School Code contained herein shall also refer to and incorporate any amendment or recodification of the Public School Code.

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


28. Entire Agreement. The terms and conditions set forth in this Agreement have been negotiated between the parties hereto; all terms pertinent to the employment relationship between the Board and Superintendent are contained herein; and, the terms hereof shall not in any fashion be altered, amended, interpreted or modified by any prior verbal or written exchange between the parties, but shall only be amended or modified by a subsequent written agreement between the parties hereto.

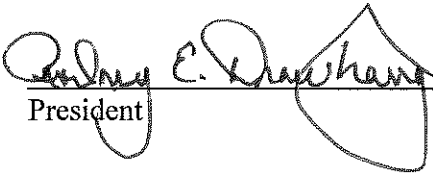
29. Savings. Should any provision of this Agreement be declared illegal or unenforceable by a court of competent jurisdiction, said provision shall be deleted from this Agreement to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Agreement 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.

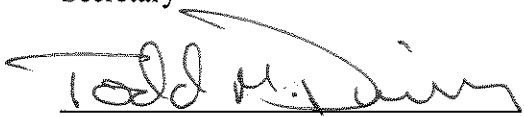
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

ATTEST:

WEST YORK AREA SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS


Secretary

By: 
President


Dr. Todd Davies