EMPLOYMENT CONTRACT
BY AND BETWEEN
DR. LINDA BROWN
AND
THE SCHOOL DISTRICT OF THE CITY OF YORK

THIS AGREEMENT is made and entered into this 25th day of January 2012, by and between the Board of School Directors of the School District of the City of York, with offices located at 31 N. Pershing Ave., York, Pennsylvania, hereinafter referred to as **"School District"**, and Dr. Linda Brown, an adult individual, hereinafter referred to as **"Assistant Superintendent"**.

WHEREAS, the Board of School Directors of the School District at a Regular Meeting of the said Board duly and properly called on the 25th day of January, 2012, by Resolution duly adopted, elected Linda Brown to the Office of Assistant Superintendent of Special Education Services with an effective start date of January 25, 2012 in accordance with the pertinent provisions of the Pennsylvania Public School Code of 1949 and the amendments thereto; and

WHEREAS, the parties hereto 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
ENGAGEMENT

The School District does hereby employ Dr. Linda Brown in the capacity of Assistant Superintendent for Special Education Services for a term beginning January 25, 2012 and ending on June 30, 2016.

ARTICLE II
MANAGEMENT SERVICES AND ASSESSMENT

During the term of this Agreement the Assistant Superintendent agrees to serve as an Administrator of the School District and to perform the duties of 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, which may from time to time be changed by the Superintendent of School with concurrence from the Board of School Directors, the policies of the School District, and the provisions of this Agreement.

It is agreed by the parties hereto that a regular, annual assessment of performance shall be the means by which the Superintendent shall assess the performance of the Assistant Superintendent. The assessment shall be supported by rational and objective evidence. Both parties shall respect the confidentiality of the discussions.

The purposes of the assessment process shall be as follows: To strengthen the working relationship between the School District, the Superintendent, and the Assistant Superintendent; to enhance the effectiveness of the Assistant Superintendent in fulfilling her job responsibilities; to clarify for the Assistant Superintendent the expectations for meeting her goals and objectives, which shall be established by the Superintendent in consultation with the Assistant Superintendent, for the ensuing year, and; to evaluate the work performance of the Assistant Superintendent for the previous school year.

ARTICLE III
LEGAL QUALIFICATIONS

The Assistant Superintendent covenants that she possesses all of the qualifications that are required by law to serve as Assistant Superintendent.

ARTICLE IV
SCHOOL DISTRICT

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

ARTICLE V
COMPENSATION AND BENEFITS

A. 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:

(1) The initial established annual base salary shall be $104,656.00, In addition, a stipend of $2,000.00 will be awarded yearly for administrators who attain a Superintendent's Letter of Eligibility, and $2,500.00 shall be paid annually to the Assistant Superintendent if she obtains or holds a Doctorate Degree while serving in this capacity. The annual salary period is from July 1st through June 30th.

(2) The established annual salary shall be paid in equal installments in accordance with the policy or agreement governing other twelve (12) month Administrative Employees in the School District unless otherwise agreed between the parties hereto.

(3) The annual salary of the Assistant Superintendent shall not decrease during the term of this Agreement, or through any amendment or extension of this Agreement, without the written agreement of the Assistant Superintendent.

(4) Except as otherwise set forth herein, the annual salary of the Assistant Superintendent shall be fixed by the Board on or before July 31st of each year during the term of this Agreement (which salary shall be retroactive to July 1st of each year), provided the salary is not less than the previous year's salary.

(5) Annual salary adjustments shall be given based on merit as a result of the Assistant Superintendent's Annual Performance Evaluation and the Superintendent's recommendations to the Board. Ranges for merit based on the Assistant Superintendent's Annual Performance Evaluation shall be as follows:

(a)	Greatly Exceeds Expectations:	Increment for base pay equal to average annual percentage increase for Administrative Personnel Association plus 3.0% of base pay.
(b)	Exceeds Expectations:	Increment for base pay equal to the average annual percentage increase for Administrative Personnel Association plus 1.5% of base pay.
(c)	Meets Expectations:	Increment for base pay equal to the average annual percentage increase for Administrative Personnel Association.
(d)	Below Expectations:	Does not receive increment to the base pay.

(e) The merit increment shall not become part of the base pay for future calculations, nor does base pay include any stipend amounts.

(f) 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.

B. VACATION AND HOLIDAYS

(1) 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. Vacation days may be used the year they are earned or in the succeeding twelve (12) months. No more than forty (40) vacation days may be accrued at one time. Unused vacation leave, not to exceed thirty (30) days, shall be paid at the per diem rate of the Assistant Superintendent then current annual salary upon death, retirement, resignation, termination, or non-renewal of the Assistant Superintendent contract. Prior to taking vacation in excess of three (3) days the Assistant Superintendent shall notify the Superintendent of the Schools, who shall not unreasonably withhold approval for said leave.

(2) Holidays applicable to other twelve (12) month employees shall be applicable to the Assistant Superintendent.

C. 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 three (3) personal days. Any unused days in excess of three (3) personal days as of June 30th shall be compensated at the per diem rate of the Assistant Superintendent's then current annual salary.

D. SICK LEAVE

The Assistant Superintendent shall be entitled to twelve (12) days of sick leave annually. Unused sick days shall be cumulative. Unused sick leave already accrued by the Assistant Superintendent under prior contractual agreement with the School District shall continue to be accepted by the School District of the City of York. Unused sick leave shall be paid according to one of the following options upon death, retirement, resignation, termination, or non-renewal of the Assistant Superintendent's contract:

Option 1

(1) $50.00 per day with one (1) to five (5) years of experience with the School District, to a maximum of one hundred fifty (150) days;
(2) $62.50 per day with six (6) to ten (10) years of experience with the School District, to a maximum of one hundred fifty (150) days;
(3) $75.00 per day with eleven (11) to fifteen (15) years of experience with the School District, to a maximum of one hundred fifty (150) days;
(4) $97.50 per day with sixteen (16) or more years of experience with the School District, to a maximum of one hundred fifty (150) days;

Option 2

In the year of her separation, or upon her demise, she shall be granted one day's pay at her daily rate of pay for each year of service rendered to the School District.

E. EMERGENCY LEAVE

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

F. 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, and consistent with that for Administrative Personnel staff and Act 93.

G. 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 not exceeding eighteen (18) credits per year. Payment shall be made at such time as a receipted tuition bill, grades, and reimbursement request form are submitted to the Human Resources Office of the School District.

If the Assistant Superintendent leaves the School District within one (1) academic year of having received tuition reimbursement monies, she shall repay 100% of those tuition dollars reimbursed within the prior twelve (12) months within a time period mutually agreed upon by the School District and the Assistant Superintendent. Failure or refusal to return the money to the School District within the mutually agreed upon payment schedule shall result in interest at the rate of 1 ½% per month, compounded, plus the payment of reasonable attorney fees and costs if litigation to recover the amounts due and owing is initiated.

If the Assistant Superintendent leaves the employ of the School District because of retirement, permanent disability, death, and or other compelling circumstances agreed to by the School Board, or termination, or non-renewal of this contract by the School Board, she is not required to reimburse tuition monies.

H. INSURANCE BENEFITS

(1) Life Insurance

The School District of the City of York shall provide Group Term Life Insurance in an amount equal to two and six-tenths (2.6) times the amount of the annual salary. In addition, the Assistant Superintendent has the option to purchase, at her own expense, an equivalent policy not to exceed $500,000.00. Upon retirement the Assistant Superintendent may secure an individual policy for herself through the School District's Life Insurance carrier at this cost less the amount the School District shall pay based on the Group Term Life Policy premium, not to exceed 2.6 times her annual salary upon retirement up to and including 70 years of age.

(2) Broad Area Medical Coverage – Major Medical and Hospitalization, Prescription Plan, Dental Plan

a. The School District shall provide major medical and hospitalization coverage through its core benefit plan at School District expense with adjustments commensurate with prevailing costs, as follows: For the Assistant Superintendent and her dependents less employee contributions, co-pays and deductibles as indicated in the Memorandum of Understanding of the York City Association of Administrative Personnel.
b. The School District shall provide major medical, hospitalization, prescription plan, and dental insurance to the Assistant Superintendent and her dependents, less employee contributions, co-pays, deductibles and conditions, while she is on leaves of absence approved by the Board of School Directors.
c. The School District will pay 100% of the premium cost for paid-up basic medical, prescription and dental for the Assistant Superintendent and eligible dependents less employee contributions, co-pays and deductibles as indicated in the Memorandum of Understanding of the York City Association of Administrative Personnel, upon retirement for a maximum of ten (10) years. To be eligible the retiree must fulfill the following requirements:

i. Become at least fifty-five (55) years of age prior to retirement.
ii. Serve in a management capacity with the School District of the City of York for a minimum of seven (7) years.
iii. Retire pursuant to the Public School Employees Retirement System.

Benefits shall terminate when the retiree becomes eligible for Medicare, or when the retiree is provided any other similar insurance program by another employer or agency. It is understood that this benefit if already earned shall remain intact even upon termination of this agreement.

d. The School District shall provide a prescription plan to the Assistant Superintendent and her dependents less employee contributions, co-pays and deductibles as indicated in the Memorandum of Understanding of the York City Association of Administrative Personnel.
e. The School District shall provide a dental plan for the Assistant Superintendent and her dependents less employee contributions, co-pays and deductibles as indicated in the Memorandum of Understanding of the York City Association of Administrative Personnel.
f. Not withstanding anything herein to the contrary, in the event that a statewide health care plan is adopted, the School District shall have the right to change said plan at its sole and exclusive discretion.
g. Not withstanding anything to the contrary, all benefits provided herein shall be subject to the terms, conditions, exclusions and limitations set forth in any applicable insurance policy, plan or trust.

(3) Extended Liability Coverage

a. The School District may apply up to $500.00 for the Assistant Superintendent to cover direct loss, damage, or destruction of clothing or personal property of the Assistant Superintendent while on duty in the insured school premises, on the school premises, or during school-sponsored activities.
b. This extension of coverage is subject to property exclusions as enumerated:
   i. Unexplained or mysterious disappearance of any property or caused by any willful or dishonest act or omission of the insured or Assistant Superintendent or agent of the insured.
   ii. Voluntary parting with the title or possession of any property by the insured or others to whom the property may be entrusted if induced to do so by fraudulent scheme, trick, devise of false pretense.
c. This extension of coverage does not apply if the loss is covered by any other insurance, whether collectible or not, or which would have been covered by such other insurance in the absence of coverage. At the option of the School District of the City of York, loss under this extension of coverage may be adjusted with any payable to the insured.

(4) Flexible Compensation Plan

The School District shall provide the Assistant Superintendent with a Flexible Compensation Plan ("Plan") which allows the Assistant Superintendent to continue her current level of benefits, as generally described in Paragraph (b), Broad Area Medical Coverage, and Major Medical, Hospitalization, Prescription Plan, Dental Plan or to select specific levels of coverage, as identified in the Flexible Compensation Plan, including the ability to opt out of any benefit coverage so provided for by the School District. This Flexible Compensation Plan shall meet the legal requirements of Section 125 of the United States Internal Revenue Code ("Code") relative to "cafeteria" plans.

The School District will be responsible to assure that the Plan meets the qualification requirements for tax purposes of Section 125 of the Code so that if the Assistant Superintendent opts for benefits instead of cash, she is not taxed on the benefits. The School District shall also be responsible to assure that under the Plan amounts deferred by the Assistant Superintendent into a flexible spending account are not excluded from the definition of compensation under the Public School Employees' Retirement Code.

The Assistant Superintendent shall be given an option on an annual basis or as proved by law to opt into or out of the Plan or to modify her participation in the Plan. This annual option shall be exercised effective January 1 of each year. The School District shall contact the Assistant Superintendent to describe the options available. The Assistant Superintendent, after such contact, shall notify the School District in writing of her election. If the Assistant Superintendent fails to notify the School District, coverage shall revert to the core coverage described in Section (2) above.

(5) Disability Insurance

The Assistant Superintendent shall be provided with disability insurance for the period of time she is employed by the School District in this job, as provided in the School District's Flexible Compensation Plan and presently provided through the CTGROUP Disability Insurance Policy. Such disability insurance, as provided in the Flexible Compensation Plan, may be changed at the discretion of the School District.

(6) 403 (b) Plan

For each year of this Agreement, the School District shall make an employer contribution equal to five percent (5%) of the employee's contribution into a school district approved 403 (b) Plan.

I. RETIREMENT POLICY

The Assistant Superintendent shall be required to notify the School Board at least two months prior to the date of her retirement. When the School District has placed on the Minutes acceptance of the Assistant Superintendent's intention to retire, the Retirement Board shall be notified and proper forms shall be processed through the Superintendent's Office on or after the last day of service in the School District.

In the year of her retirement or upon her demise, she shall be granted one day's pay at the Assistant Superintendent's then current daily rate for each year of service rendered to the School District. Said remuneration will be paid subsequent to the final salary check issued to the retiring employee, or, if deceased, to her personal representative.

J. 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 School Board approval with budget limitation. Expense reimbursement for such activities shall be provided in accordance with procedures described in School District policy.

K. PROFESSIONAL ASSOCIATION MEMBERSHIP

The School District shall provide the Assistant Superintendent annual membership in the professional associations of her choice pending review and approval by the Superintendent. The School District recognizes the obligation to professional growth and development provided by these affiliations and encourages and permits the Assistant Superintendent to participate actively in the leadership of these organizations by holding office and serving on committees.

ARTICLE VI
TERMINATION

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

The School District expressly reserves its right to terminate this employment contract for cause as set forth in the School Code, without penalty.

ARTICLE VII
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 sixty (60) days beyond all sick or other usable leave to which the Assistant Superintendent is entitled under this Agreement or otherwise, the School District may, at its discretion and cost, request a health examination. If the consulting physician determines that the disability will continue for more than six (6) months, the School District may, at its option, terminate this Agreement, where upon the respective duties, rights, and obligations contained herein shall terminate and no severance pay shall be made to the employee. However, the Board of School Directors may, at its discretion and in accordance with the provisions of the State School Code, grant a leave of absence for restoration of health, not to exceed one school year, and during which time insurance benefits under ARTICLE V shall continue. If, however, the disability is determined to be permanent, the School District may terminate this Agreement as described above and the Assistant Superintendent shall continue to receive insurance benefits under ARTICLE V to age sixty-five (65) or until such time as she becomes gainfully employed and becomes eligible for insurance benefits by virtue of that employment.

ARTICLE VIII
COMPREHENSIVE MEDICAL EXAMINATION

The Assistant Superintendent agrees to have a comprehensive medical and visual examination not less than every two (2) years nor no more than annually during the term covered by this Agreement and to authorize the consulting physician to file with the President of the Board of School Directors a statement certifying to her physical competency, which statement shall be held in confidence by the School Board. Cost of said medical and visual examination shall be borne by the School District.

ARTICLE IX
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. 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 X
STATUTE REFERENCE

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

ARTICLE XI
NON RENEWAL OF CONTRACT

The Board of School Directors shall notify the Assistant Superintendent, in writing, by certified mail, no later then January 31st of the final year of this Agreement, of the Board of School Directors' intent to consider other candidates for the position of the Assistant Superintendent. Should the Assistant Superintendent not be so notified, the said Assistant Superintendent shall be re-appointed for a term not less than the length of the expiring term and the terms and conditions of this Agreement shall be automatically incorporated in a successor agreement unless the Board of School Directors and the Assistant Superintendent mutually agree otherwise.

ARTICLE XII
OUTSIDE WORK

The Assistant Superintendent agrees to devote full-time attention, energies, skills and labor to employment as Assistant Superintendent during the term of this Agreement provided, however, that she may undertake consultative work, speaking engagements, writing, lecturing, adjunct teaching or other professional services provided the School Board is informed of such activities and they are not on School District time.

ARTICLE XIII
OBLIGATION

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

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

ATTEST: **SCHOOL DISTRICT OF THE CITY OF YORK**

_____ **BY:** _____

Secretary **Board President**

WITNESS:

_____ _____ **(SEAL)**

Dr. Linda Brown
Assistant Superintendent for Special Education Services