

CENTRAL YORK SCHOOL DISTRICT  
ASSISTANT SUPERINTENDENT'S EMPLOYMENT AGREEMENT

ARTICLE I  
AGREEMENT

- 1.0 This AGREEMENT is made and entered into this 24<sup>th</sup> day of January, 2022, by and between the BOARD OF SCHOOL DIRECTORS OF CENTRAL YORK SCHOOL DISTRICT with offices located at 775 Marion Road, York, Pennsylvania 17406, hereinafter referred to as the "District," and KEVIN YOCHEFF, hereinafter referred to as the "Assistant Superintendent."

ARTICLE II  
PREAMBLE

- 2.0 WHEREAS, the Board of School Directors of the District, at a meeting of said Board duly and properly called on the 24<sup>th</sup> day of January, 2022, did elect Kevin Youcheff to the office of Assistant Superintendent for a term of five (5) years, in accordance with the provisions of Sections 508, 1071, and 1073 of the Public School Code of 1949; 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, the parties, intending to be legally bound and in consideration of mutual covenants herein contained, do hereby agree as follows:

ARTICLE III  
DURATION AND ACCEPTANCE OF AGREEMENT

- 3.0 The District does hereby employ Kevin Youcheff in the capacity of Assistant Superintendent of the District for a term of five (5) years, commencing on February 1, 2022 and ending on January 31, 2027. This AGREEMENT shall terminate immediately upon the expiration of the aforesaid term unless: (a) by mutual agreement of the parties, it is sooner modified or terminated; or (b) it is allowed to renew automatically in accordance with Section 1076 of the Public School Code of 1949 and Section 7(b) herein.

ARTICLE IV  
NATURE AND TERMS  
MANAGEMENT SERVICES

- 4.0 During the term of this AGREEMENT, the Assistant Superintendent agrees to serve in that capacity and to perform those duties in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the policies of the District, the Job Description (attached hereto as Appendix A and made a part hereof), and the provisions of this AGREEMENT.

## LEGAL QUALIFICATIONS

- 4.1 The Assistant Superintendent covenants that he possesses all of the qualifications that are required by law 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 credential as may be required by law and to present the same to the Board of School Directors. He further agrees to subscribe to and take proper oath of office before entering upon his duties.
- 4.2 It is agreed by the parties hereto that a regular, written annual formal performance assessment shall be the means by which the District shall assess the performance of their Assistant Superintendent. The performance assessment shall be conducted by the Superintendent, subject to review and approval by the Board of School Directors. The next performance assessment shall be conducted no later than June 30, 2022, and on or before June 30 of each year thereafter in an Executive Session limited to members of the elected Board of School Directors, the Superintendent and the Assistant Superintendent. A format agreed upon by the Board of School Directors, the Superintendent, and the Assistant Superintendent shall be utilized. Each area rated unsatisfactory or needs improvement shall be supported by rational and objective evidence. The Assistant Superintendent shall have the right to make a written response to the evaluation. All parties shall respect the confidentiality of the discussions. Upon completion of the annual performance assessment, the Board shall post on the District website the date of the assessment and whether or not the Assistant Superintendent met the agreed-to objective performance standards.

The purpose of the performance assessment shall be as follows:

- (a) To strengthen the working relationship between the District, the Superintendent and the Assistant Superintendent, enhance the Assistant Superintendent's effectiveness, and clarify for the Assistant Superintendent and individual Board Members the responsibilities the Board and Superintendent rely 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.

The performance of the Assistant Superintendent shall be assessed against the objective performance standards set forth in the attached Appendix B.

## ARTICLE V AUTHORITY OF DISTRICT AND ASSISTANT SUPERINTENDENT

- 5.0 The parties hereby retain and reserve all power, rights, authority, duties, and responsibilities conferred upon the District, the Board of School Directors and the Assistant Superintendent by the law and the Constitution of the Commonwealth of Pennsylvania, except as may be modified by the explicit terms of this AGREEMENT.

ARTICLE VI  
COMPENSATION

- 6.0 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 of this AGREEMENT.
- (a) 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 District, unless otherwise agreed between the parties hereto.
  - (b) The Compensation 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 approval of the Assistant Superintendent.
  - (c) Effective February 1, 2022 through June 30, 2022, the salary of the Assistant Superintendent shall be \$150,000.00.
  - (d) The District shall periodically review and adjust the Assistant Superintendent's total compensation, taking into account changes or increases given to other Management Employees and merit based on the results of the Annual Performance Assessment. Such initial review shall be completed on or before June 30, 2022 and on or before June 30 of each year thereafter. Effective July 1, 2022, and every July 1<sup>st</sup> thereafter, the Assistant Superintendent shall receive a minimum guaranteed increase in compensation added to his base salary in an amount equal to three percent (3.0%) of his then-current base salary, unless the Assistant Superintendent's performance is rated as "unsatisfactory" on his annual performance assessment for the prior school year, in which case the Assistant Superintendent shall receive no salary increase.
  - (e) Increases in Compensation provided in Section (d) of this Article shall be documented by attachment to this Agreement of the relevant portion of the Minutes of the Board Meeting at which such increase to compensation is approved.
  - (f) The District in so annually adjusting Compensation 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.
  - (g) On or before June 30<sup>th</sup> of each year of this Contract, in addition to the District Assistant Superintendent's salary, throughout the Term of this Contract the District shall make an annual mandatory employer contribution to the Assistant Superintendent's 403(b) account in the amount equal to match the District Assistant Superintendent's own annual contribution to his 403(b) account dollar-for-dollar, not to exceed five percent (5%) of the District Assistant Superintendent's then-current annual salary. There is no cash option for such payments. The Parties agree that such contributions are not compensation for purposes of the Pennsylvania Public School Employees' Retirement System ("PSERS") retirement and, therefore, neither an employee nor an employer contribution is due on the payments nor are the payments includable in calculating PSERS benefits.

## VACATION, PERSONAL LEAVE, AND HOLIDAYS

- 6.1 The Assistant Superintendent shall receive twenty (20) days of vacation annually and Personal/Emergency Leave as may be provided to administrators, from time to time, under the District's Administrative Compensation Plan. The Assistant Superintendent shall also carry forward any accrued but unused vacation as of February 1, 2022. On January 31 of each year of this Agreement, Assistant Superintendent shall have the option to cash out up to ten (10) days of vacation time per year at his per diem rate (gross salary divided by 260). If work conditions prevent the taking of all vacation days, the Assistant Superintendent shall have the option of either deferring the vacation days to the next school fiscal year or to convert unused days to sick leave. Holidays applicable to other twelve (12) month employees shall be applicable to the Assistant Superintendent. The Assistant Superintendent shall be compensated for unused cumulative vacation days upon retirement or other termination of employment, at which time said payment shall be based on the per diem rate as certified by the Business Manager. All provisions for accumulation of and/or payment for unused vacation shall be limited to a maximum of forty (40) days. Vacation entitlement in the last year of employment shall be pro-rated in the event the Assistant Superintendent is not employed for the full (February 1 through January 31) year.

## SICK LEAVE

- 6.2 The Assistant Superintendent shall be entitled to twelve (12) days of sick leave annually. Unused sick leave days shall be cumulative, and may be supplemented at the discretion of the Board of School Directors. The Assistant Superintendent shall also carry forward any and all accrued sick leave as of February 1, 2022, which amount is 196.5. Upon retirement, the Assistant Superintendent shall be eligible for the same Retirement Benefits based upon accrued but unused sick leave may be provided, from time to time for Administrators under the District's Administrative Compensation Plan. Payment for such Retirement Benefits shall be made during the school year following the effective date of retirement. Other than the aforesaid payment for unused vacation pay and sick leave, this AGREEMENT does not provide for any post-retirement benefits.

## OTHER LEAVES

- 6.3 The Assistant Superintendent shall be entitled to such other leaves of absence as may be provided, from time to time, for Administrators under the District's Administrative Compensation Plan.

## COURSE REIMBURSEMENT

- 6.4 The Assistant Superintendent may continue his professional development through attendance at recognized colleges or universities of his choice and shall be reimbursed for tuition in the same manner as may be provided, from time to time, for Administrators under the District's Administrative Compensation Plan.

## FRINGE BENEFITS

- 6.5 The Assistant Superintendent shall receive the following fringe benefits, consistent with those provided to Administrators, from time to time, under the District's Administrative

Compensation Plan: Health Care Benefits, Dental Benefits, Cost Sharing for Health and Dental Benefits, Graduate Credit Reimbursement, Professional Dues Payment, Income disability Insurance, Payment for Medically Related Expenses, summer Flex Time. In the event of changes to these provisions of the Administrative Compensation Plan during the term of this Agreement, such changes shall become effective as to the Assistant Superintendent as of the same date as such changes are effective for Administrators.

- 6.6 Liability Insurance. The District shall provide comprehensive catastrophic liability and errors and omissions insurance coverage on behalf of the Assistant Superintendent in an amount no less than the coverage in existence at the time of approval of this AGREEMENT.
- 6.7 Life Insurance. The District shall obtain and pay the full cost of the premiums for a term life insurance in an amount no less than \$1,000,000 on behalf of the Assistant Superintendent. The Assistant Superintendent shall have the sole right to determine the beneficiary of such policy.

#### COMPREHENSIVE MEDICAL EXAMINATION

- 6.8 The Assistant Superintendent agrees to have a comprehensive medical and visual examination not less than once every two (2) years nor 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 his physical competency, which statement shall be held in confidence by the Board. The cost of said medical and visual examination shall be borne by the District.

#### MEETINGS, CONVENTIONS AND SEMINARS

- 6.9 The duties of the Assistant Superintendent require his presence at numerous meetings, conventions, and conferences in order that he can maintain awareness of current programs, problems, and information. His attendance at seminars, workshops, in-service programs, school activities, and graduate education programs is necessary to maintain the knowledge and skills required of his position. The District considers the expenses involved in such activities to be directly related to his duties and appropriate for reimbursement. Attendance at such events shall be subject to Board approval within budget limitations. Expense reimbursement for such activities shall be provided in accordance with procedures described in District policy.

#### TRANSPORTATION

- 6.10 Upon receipt of appropriate documentation, the District shall provide the Assistant Superintendent reimbursement for the use of his personal vehicle for all travel related to District business at the rate established, from time to time, by the Internal Revenue Service.

PROFESSIONAL ASSOCIATION MEMBERSHIP OR  
COMMUNITY ORGANIZATION MEMBERSHIP

- 6.11 The District shall provide for the Assistant Superintendent's annual membership in at least three (3) professional associations, the cost of said membership dues to be paid by the District. The District recognizes the obligation to professional growth and development provided by these affiliations and encourages and permits the Superintendent to participate actively in the leadership of these organizations by holding office and serving on committees.

ARTICLE VII  
REAPPOINTMENT AND TERMINATION

- 7.0 The District and Assistant Superintendent hereby agree that the following provisions shall be applicable for the term of this AGREEMENT, or any extension or renewal of this AGREEMENT:
- (a) The Assistant Superintendent shall, throughout the term of this AGREEMENT, be subject to termination of this contract for valid and just cause and for reasons specified under Section 1080 of the Public School Code. However, the District shall not arbitrarily and capriciously call for his dismissal without first providing the Assistant Superintendent with written charges, adequate notice of a fair and impartial hearing, all elements of due process, and the right to appeal to a court of competent jurisdiction.
  - (b) The District shall notify the Assistant Superintendent in writing no later than October 30, 2026, of the District's intent to renew his appointment or to consider other candidates for the office of Assistant Superintendent. Should the Assistant Superintendent not be so notified, he shall be reappointed for a term of one (1) year and the terms and conditions of this AGREEMENT shall be incorporated in a successor AGREEMENT, unless mutually agreed otherwise by the Board and the Assistant Superintendent. Prior to the end of the one-year renewal term as provided above, the Board shall take action necessary to either retain the Assistant Superintendent or notify him that other candidates will be considered for the office. If no action is taken prior to the conclusion of the one-year extension, the term of office for the Assistant Superintendent shall terminate.
  - (c) In the event that the Assistant Superintendent wishes to voluntarily resign from his employment as Assistant Superintendent, he shall provide written notice to the President of Board of School Directors at least ninety (90) days in advance of the effective date of such resignation.
  - (d) In the event the District and the Assistant Superintendent mutually agree to a termination of this Agreement sooner than its stated term, the Assistant Superintendent shall receive the maximum postemployment compensation and benefits permitted under Act 82, 24 P.S. §10-1073(e)(3). Such postemployment compensation shall only be payable in the event of a mutually agreed early termination and cannot be combined with the Retirement Benefits referenced in Section 6.02 of this Agreement.

ARTICLE VIII  
DISABILITY

- 8.0 Should the Assistant Superintendent be unable to perform his duties by reason of illness, accident or other cause beyond his 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 leaves of absence, the District may, at its discretion, request a health examination in accordance with Article VI of this contract. If the consulting physician or the school physician determines that the disability renders the Assistant Superintendent unable to perform the essential functions of the position, with or without reasonable accommodation, the District may, at its option, terminate this AGREEMENT, whereupon the respective duties, rights, and obligations contained herein shall terminate. This provision shall not be deemed to affect or interfere with any rights the Assistant Superintendent may have under the Americans with Disabilities Act ("ADA").

ARTICLE IX  
OBLIGATIONS

- 9.0 This AGREEMENT shall be binding upon the parties, their successors or assigns.

ARTICLE X  
GENERAL PROVISIONS

- 10.0 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 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.
- 10.1 This Contract contains the mutual and entire agreement of the parties and shall not be modified or rescinded except by an instrument in writing approved and executed the parties hereto.
- 10.2 This AGREEMENT shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. All references to the Public School Code shall include any amendment or recodification of such Code.

ARTICLE XI  
DEFINITIONS

- 11.00 Terms appearing in this AGREEMENT shall have meaning as defined below. The definitions appear in alphabetical order for the purpose of easy reference.
- (a) "Compensation" shall mean the total salary and benefits provided to the Assistant Superintendent by the District for services rendered by him. The total amount of

compensation shall be established in accordance with the provisions of Article VI of this AGREEMENT.

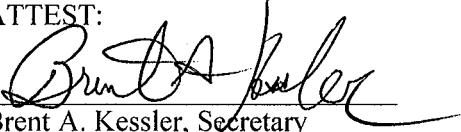
- (b) "Assistant Superintendent" shall be defined as the Chief Administrator employed under the provision of Section 1001 of the Public School Code for the superintendence and supervision of the public schools of the "School District." The Superintendent shall serve as the Executive Officer for the School District and shall have a seat on the Board of School Directors of the District, and the right to speak on all matters before the Board as provided under Section 1081 of the Public School Code.
- (c) "Management Employee" shall mean an employee of the District under contract to perform responsibilities as a principal, district level professional supervisor, business manager, or assistant superintendent.
- (d) "Professional Employee" shall mean an employee of the District under contract to perform responsibilities as a teacher, librarian, nurse, or counselor.
- (e) "Salary" shall mean the portion of "Compensation" provided annually in installments through payroll to the Assistant Superintendent for services provided to the District.
- (f) "District" shall mean the Board of School Directors of the Central York School District who are elected or appointed under the provisions of Section 301 of the Public School Code. The District shall function in accordance with the provisions of the Public School Code and the rules and regulations established by the District under provision of Section 407 of the Public School Code.
- (g) "School Fiscal Year" shall mean July 1 through June 30 of each year of this AGREEMENT.



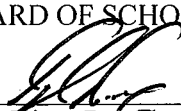
IN WITNESS WHEREOF, and intending to be legally bound thereby, the parties have caused this AGREEMENT to be duly executed the day and year first above written.

Dated this 24<sup>th</sup> day of January, 2022.

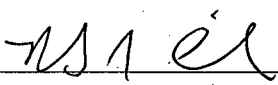
ATTEST:

  
Brent A. Kessler, Secretary  
Board of School Directors


BOARD OF SCHOOL DIRECTORS

  
\_\_\_\_\_  
Kyle King, President

WITNESS:

  
\_\_\_\_\_

ASSISTANT SUPERINTENDENT

  
\_\_\_\_\_  
Kevin Youcheff

**EXHIBIT A**

TITLE: ASSISTANT SUPERINTENDENT

REPORTS TO: SUPERINTENDENT

APPROVED BY: SUPERINTENDENT

DATE: May 2015

JOB SUMMARY: Assist the superintendent with the overall operation of the district. Provide leadership in the development, implementation, coordination and assessment of the district's K-12 curriculum. Supervise the instructional staff, instructional administrative staff, director of special education and the overall educational program. Serve as the chief school officer in the absence of the superintendent.

PRIMARY DUTIES AND RESPONSIBILITIES:

1. Assist the superintendent in directing the administration and coordination of the school district's educational program.
2. Act as the chief school officer when necessary as designated by the superintendent.
3. Direct curriculum, instruction and assessment activities of the school district and reports of student progress.
4. Provide staff leadership to ensure understanding of the educational objectives and plans; and administer professional development, staff training, in-service programs, and student teaching assignments.
5. Work with principals and supervisors in the improvement of individual staff competencies.
6. Observe teachers in their classrooms and offer insights for enhancement of the teaching/learning situation.
7. Assist in strategic planning activities including needs assessment, action planning and implementation.
8. Participate in recruitment and hiring of professional staff.
9. Collect, assess and report to the school board and superintendent all data relative to the instructional program.
10. Implement the school district assessment plan and PSSA/Keystone testing.
11. Supervise the director of special education and oversee the special education and ESL programs.
12. Manage multiple budgets in areas of instruction, curriculum, staff development and special programs.
13. Attend public events and meetings as a representative of the school district.
14. Perform other duties as assigned by the Superintendent.

QUALIFICATIONS: Eight (8) to ten (10) years experience in multiple areas of public education necessary, including elementary or secondary school instruction and administration/supervision  
Letter of eligibility required  
Advanced degree in curriculum/instruction/supervision preferred  
Knowledge of K-12 curriculum, instruction, PA assessment, school district policy and PA school law

PHYSICAL DEMANDS: Ability to reach above and below the waist  
 Ability to use fingers to pick, feel and grasp objects  
 Ability to lift and/or carry supplies and/or papers weighing no more than 10 lbs.  
 Ability to mostly sit, with some walking, standing or moving throughout the district

SENSORY ABILITIES: Visual acuity Auditory acuity

WORK ENVIRONMENT: Typical office environment  
 Subject to inside and outside environmental conditions Must possess

TEMPERAMENT: excellent interpersonal skills  
 Must be able to work in an environment with frequent interruptions Able to make judgments and work under high level of stress

COGNITIVE ABILITY: Ability to communicate effectively Ability to organize tasks Ability to handle multiple tasks Ability to exercise good judgment

SPECIFIC SKILLS: Must possess leadership skills  
 Must possess supervisory skills  
 (Approximate employees- 15 directly/325 indirectly)  
 Must possess computer skills  
 Ability to operate various office equipment

*(Reasonable accommodations may be made to enable a qualified individual with a disability or disabilities to perform the primary duties and responsibilities of the job)*

## **EXHIBIT B**

### ASSISTANT SUPERINTENDENT

#### **Objective Performance Standards**

##### Planning and Assessment

- Assistant Superintendent is able to demonstrate a comprehensive knowledge and understanding of a variety of evaluation instruments for the purpose of determining student achievement, program effectiveness, and district attainment of annual and long-term goals.

##### Instructional Leadership

- Assistant Superintendent demonstrates leadership in working collaboratively with the Board to develop a vision for the District; displays an ability to identify and rectify problems affecting the District; works collaboratively with District administration to ensure best practice for instruction and management are being utilized; and works to influence the climate and culture of the District.

##### Organizational Management

- Assistant Superintendent is able to manage effectively utilizing a thorough understanding of budget and finance, allocation of District resources, human resource management, and systems management.

##### Communications. Board Relations and Community Relations

- Assistant Superintendent is able to communicate effectively both internally with staff and the Board as well as with the community in order to articulate District goals and priorities, address local and broader issues affecting the District, and build support for District initiatives, programs and short and long-range plans.

##### Professionalism

- Assistant Superintendent models professional decision-making processes and ethical standards that are consistent with the values of Pennsylvania's public education system as well as that of the local community. Assistant Superintendent additionally works to individually reflect upon her/his effectiveness within the role, and works to improve effectiveness through the use of professional development literature and activities.