

CONTRACT FOR EMPLOYMENT OF
ASSISTANT SUPERINTENDENT
DATED JUNE 8, 2020

THIS AGREEMENT made this 8th day of June, 2020, by and between **BOARD OF SCHOOL DIRECTORS OF THE GREAT VALLEY SCHOOL DISTRICT**, a Pennsylvania second class school district, with its principal offices located at 47 Church Road, Malvern, Pennsylvania 19355-1539 (hereinafter referred to as “District” or “Board”) and **DR. JOANNA WEXLER** (hereinafter referred to as “Wexler” or “Assistant Superintendent”).

WITNESSETH:

WHEREAS, upon nomination of the Superintendent, the Board of School Directors has voted to elect Wexler as Assistant Superintendent;

WHEREAS, the purpose of this Agreement is to set forth the understandings of the terms, conditions, compensation, fringe benefits, and requirements of such agreements as required by laws and regulations of the Commonwealth of Pennsylvania;

NOW, THEREFORE, the parties intending to be legally bound, based upon the mutual considerations and covenants herein, agree as follows:

1. **Term of Service as Assistant Superintendent.** Wexler is to serve in the capacity of Assistant Superintendent for the term commencing July 12, 2020, and ending June 30, 2025. This Agreement shall terminate immediately except as otherwise provided under the law, upon expiration of the term (June 30, 2025) unless the Agreement is allowed to renew automatically as provided by law.
2. **Compensation.** Wexler’s annual base salary during the period from July 12, 2020, to June 30, 2021, shall be \$172,000.00, prorated to reflect less than a full year of service, payable in accordance with the policies and procedures of the District Business Department, less

the contributions required by law to be paid to the Public School Employees' Retirement Fund, less proper deductions for loss of time, and less necessary withholdings and deductions required by law.

3. **Compensation Adjustments.** Effective July 1, 2021, for the 2021-2022 school year; July 1, 2022, for the 2022-2023 school year; July 1, 2023, for the 2023-2024 school year; and July 1, 2024, for the 2024-2025 school year, Wexler's base salary shall increase by the base Act 1 index applicable for the school year in question, less legally required withholdings, conditioned upon Wexler receiving at least an overall "Proficient" rating on the annual evaluation. The Board may provide additional increases to Wexler's salary, including but not limited to one (1) time bonuses, within its discretion throughout the life of the Agreement.

4. **Benefits.**

a. Wexler shall be entitled to the fringe benefit program provided to Administrators of the District in accordance with Section 11-1164 of the Public School Code of 1949, as it may be amended from time to time.

b. Notwithstanding the foregoing, Wexler will be entitled to receive thirty (30) days of vacation leave with full pay each year of this Agreement, which shall be credited in full on July 1, 2021, July 1, 2022, July 1, 2023, and July 1, 2024. The unused portion of such allowance of vacation leave for any year may be accumulated and carried forward, up to a maximum of sixty (60) days. In addition, Wexler shall carry forward in this Agreement and be credited as of July 12, 2020, all of her unused vacation leave accrued during Wexler's employment with the District; provided, however, that at no time shall the aggregate of current and accumulated or carried forward vacation leave exceed sixty (60) days. Commencing in the 2020-2021 school year, Wexler may opt to be paid for a maximum of ten (10) accumulated

vacation days per school year at Wexler's then current per diem rate of pay, provided that an irrevocable election is made by Wexler in writing, prior to the beginning of the applicable school year, specifying the number of days for which payment is to be made. "Per Diem Rate of Pay" as the term is used throughout this Agreement shall equal Wexler's then current gross annual salary divided by 260. Such days will be paid through normal payroll procedures and will not be eligible for PSERS credit. Any days for which payment is made will be deducted from the accumulated vacation.

c. **Contribution to 457(b) Account.** The Board shall make an annual contribution of 5% of Wexler's salary to a 457(b) account on behalf of Wexler. In the event that Wexler has twenty (20) or more years of service with the Great Valley School District, the annual contribution shall increase to 6% of Wexler's salary to a 457(b) account on behalf of Wexler. This contribution shall be a deferral from the Administrator's salary and shall not be in addition to such salary. This reflects the intention of the District to include such deferrals as "retirement covered compensation" for PSERS purposes. The contributions will be in lieu of the contribution to a 457(b) account set forth in the ACP.

5. **Evaluation Instrument.** The evaluation instrument to be utilized for the purposes of evaluating the Assistant Superintendent shall be the Administrative Performance Appraisal developed and approved the Superintendent.

6. **Performance Assessment.** The Superintendent shall evaluate the Assistant Superintendent in writing no later than June 30th of each year, unless the parties mutually agree in writing on another date for the annual evaluation. Consistent with the provisions of the School Code, the Board shall post the mutually agreed performance standards contained in this Agreement on the District website. 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 objective performance standards.

7. **Performance Assessment Methodology.** The Assistant Superintendent will be evaluated on a distinguished, proficient, needs improvement, or failing methodology as follows:

a. **Distinguished.** Distinguished means that the performance is clearly outstanding; the performance is superior, far exceeding expectations; or that performance is exceptional on a regular or continuing basis. **[THE REFERENCE TO MINIMUM EXPECTATIONS IS MISPLACED.]**

b. **Proficient.** Proficient means that the Assistant Superintendent is adequately performing all functions within the role, meeting or occasionally exceeding expectations; performance is adequate, meeting or occasionally exceeding standards or expectations generally associated with performance.

c. **Needs Improvement.** Needs Improvement means that the Assistant Superintendent periodically fails to meet expectations associated with assigned tasks, targeted goals, or professional competencies; performance is less than adequate on a periodic basis or frequent basis – the Assistant Superintendent may be developing within the position, but needs to improve to be considered proficient.

d. **Failing.** Failing means the performance is below acceptable levels; that it fails to meet most expectations associated with the role of Assistant Superintendent – substantial professional improvement is needed before the Assistant Superintendent can be considered proficient in the role.

8. **Performance Goals.**

a. The Superintendent shall evaluate, in writing, the performance of the Assistant Superintendent at least once per year during the term of this Agreement, no later than June 15 of each year of this Agreement, unless the Superintendent and the Assistant Superintendent mutually agree on another date for an annual performance evaluation. **[THIS MAY NEED TO BE MODIFIED TO REFLECT THE NEW POSITION.]**

b. Annually, the Superintendent and the Assistant Superintendent shall mutually agree to performance goals, which shall formally constitute an Addendum to this Agreement on an annual basis.

9. **Duties.** Wexler agrees to perform well and faithfully the duties required by the Superintendent from time to time, and to do so in accordance with applicable law, including but not limited to the School Code, and shall further perform such duties as set forth in the job description of the Assistant Superintendent of Schools, a copy of which is attached hereto, made a part hereof, and marked Exhibit "A." Wexler agrees to assume the duties of the Superintendent in the event of the Superintendent's absence or incapacity.

10. **Election of Assistant Superintendent.** Wexler's election as Assistant Superintendent is subject to the provisions of the Public School Code of 1949 and its amendments thereto.

11. **Compensation Obligations.** The obligation of the District to compensate Wexler during the term of this Contract shall be subject to the provisions of law, unless terminated by Wexler by way of written resignation or by way of removal of the Assistant Superintendent in accordance with the law.

12. **Teaching or Consulting.** In accordance with Section 10-1007 of the Public School Code of 1949, as amended, Wexler shall be permitted to engage in teaching with or without compensation at a university, collegiate, or other level during the term of her commission as Assistant Superintendent of District. District shall not unreasonably withhold approval of Wexler teaching with or without compensation in such educational institutions during the term of Wexler's commission as Assistant Superintendent, so long as the teaching will not substantially or materially interfere with Wexler's duties as Assistant Superintendent, as determined by the Superintendent.

13. **Separation from Employment.** In the event that Wexler seeks to resign or separate her employment with District for any reason other than death, illness, or disability, Wexler shall give District at least sixty (60) days' written notice in advance of the employment severance date. The failure of Wexler to give such required notice shall cause Wexler to lose any entitlement to any unused but accrued payments that may be offered pursuant to applicable District policy, the Administrative Compensation Plan, retiree health care benefits, or any type of entitlement to be paid upon employment separation.

14. **Professional Certification.** As a condition of precedent to this Contract, the Assistant Superintendent shall continue to hold a valid certificate, as necessary for the position, issued by the Commonwealth of Pennsylvania, Department of Education.

15. **Discharge and Termination.** Wexler may be discharged, and this Agreement terminated, even during the term of this Agreement, under the provisions of the Public School Code of 1949, as amended.

16. **Death During Employment.** If Wexler shall die during the term of her employment, District shall pay to the estate of Wexler the compensation which otherwise would

be payable to Wexler up to the end of the month in which Wexler's death occurs. Thereafter, District shall have no further responsibility hereunder, and this Agreement shall terminate automatically.

17. **Disability.** Disability shall be defined as physical or mental disability as documented by competent medical evidence which after reasonable accommodation of such disability as required by law substantially interferes with Wexler's ability to perform the essential functions of her employment for a continuous period of one (1) year or more. Nothing herein shall be construed to deny Wexler sick leave and/or other benefits to which she is entitled. The Board may terminate this Agreement by written notice to Wexler at any time after such period of disability lasting a period of one (1) year or more. Wexler shall continue to be eligible for all accumulated sick leave and such other leave to which she is entitled. If questions exist concerning the capacity of Wexler to return to her duties, the Board may require Wexler to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The Board and Wexler shall mutually agree upon the physician who shall conduct the examination. If requested by the Board, the examination shall be done at the expense of the Board. The physician shall limit this report to the issue of whether Wexler has a continuing disability which prohibits her from performing her duties.

18. **Professional Liability.** The District agrees that it shall, to the extent allowable by applicable law, defend, hold harmless, and indemnify Wexler from any and all demands, claims, suits, actions, and legal proceedings brought against Wexler in her official capacity as agent and employee of the Board, provided the incident arose while, and to the extent that, Wexler was acting within the scope of her office or duties hereunder. This paragraph shall not apply to discharge or removal proceedings instituted by the Superintendent or Board, nor shall

the provision of legal counsel constitute an admission by the District of liability for the action complained of.

19. **Provisions in Accordance with School Code.** This Agreement shall not be in violation of any provisions of the School Code and shall be construed as containing and be read in conformity with all provisions of the School Code as it relates to the relationship between a “District” and its “Assistant Superintendent.”

20. **Compliance with Agreement.** Wexler shall be required to comply with all aspects of this Agreement, any exception thereto being agreed to only by mutual written consent of the District and Wexler.

21. **Entire Agreement.** This Agreement contains the entire agreement between the parties and may not be changed, amended, modified, or superseded, except by written instrument executed by the parties hereto. This Agreement supersedes any and all other agreements, including the Original Agreement, between the parties hereto with respect to the subject matter hereof.

22. **Execution and Counterparts.** This Agreement may be executed in two or more counterparts, each of which, when executed by the parties, shall be considered to constitute one instrument.

23. **Possible Illegalities.** If any provision(s) of this Agreement shall be declared void or invalid by a court of competent jurisdiction, such void or invalid provision(s) shall not in any way impair the whole Agreement; the remaining provisions shall be construed as if not containing the provisions or provision held to be void or invalid, and the rights and/or obligations of the parties shall be construed and enforced accordingly.

24. **Enforcement of Agreement.** This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and any headings contained in this Agreement are for reference only and shall not in any way affect the meaning or interpretation of this Agreement. Each and every provision of this Agreement has been mutually negotiated, prepared, and drafted and, in connection with the construction of any provision hereof, no consideration shall be given to the issue of which party actually prepared, drafted, or negotiated any provision of this Agreement or its deletion.

25. **Reappointment.** Should the Board, after consultation with the Superintendent, intend not to reappoint the Assistant Superintendent, the District shall notify the Assistant Superintendent in writing by certified mail, no later than ninety (90) days prior to the expiration of this Agreement. Should the Assistant Superintendent not be so notified, the Assistant Superintendent shall be reappointed at the next regular Board meeting following the ninety (90) days' notification requirement for a term of one (1) year in accordance with the provisions of the School Code.

IN WITNESS WHEREOF, intending to be legally bound, the parties have hereunto set their hands and seals the day and year first above written.

GREAT VALLEY SCHOOL DISTRICT

Attest: DocuSigned by: Charles E. Peterson Jr. 6/9/2020
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Charles E. Peterson, Jr.
Board Secretary

By: DocuSigned by: David Barratt 6/9/2020
D0BCD1AD4A9D4C9...
David Barratt
Board President

DocuSigned by: Joanna Wexler 6/9/2020
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Dr. Joanna Wexler

EXHIBIT “A”

Great Valley School District

ASSISTANT SUPERINTENDENT

JOB DESCRIPTION



Position Summary

Reports to the Superintendent. Supports the development and implementation of district programs impacting students and staff. Manages procedures regarding the handling of personnel matters. Ensures compliance with district policy. Helps to develop and implement the vision of the district.

Qualifications

- Master's Degree in Education-based Discipline, Human Resource Management or Business Administration. Doctorate preferred.
- Superintendent's Letter of Eligibility.
- At least five (5) years of experience in the field of school administration.
- Demonstrated leadership ability and effective decision making and problem-solving skills.
- Excellent oral and written communication skills. Strong interpersonal skills with the ability to interface with school board members, administration, teachers, support staff, parents, students, community members and professional contacts.
- Knowledge of state and federal employment and wage laws.

Essential Functions

- Develop a comprehensive recruitment plan that will address the diverse staffing needs of the District. Recruit, interview and recommend to the Superintendent those candidates for appointment to administrative, professional and support staff positions.
- Develop and maintain, in accordance with school code and law, procedures for assignment, transfer, promotion, demotion, dismissal, and performance evaluation.
- Direct job analysis as necessary and recommend to the Superintendent staffing needs, proper position evaluation and pay equity, and other aspects of District compensation.
- Manage the District's labor relations program through participation in discipline/grievance procedures, investigations, and representing the District in all legal procedures involving school district personnel as appropriate.
- Support and assist the Director of Student Services and Coordinator of Psychological Services with programming and legal matters.
- Serve as the District resource person in monitoring, administering, and interpreting the professional collective bargaining agreement and other employment-related contracts with third party contractors.
- Promote and support employee recognition programs and retirement acknowledgements.
- Serve as the District's Harassment Liaison and ensure reports of harassment are managed properly and comply with district policy.
- Serve as liaison to the School Board Policy Committee. In conjunction with the District Solicitor, review and prepare school board policies for the committee and passage by the Board of School Directors.
- Plan staff induction for new professional employees in conjunction with the Director of Teaching and Learning. Plan training programs for support staff personnel as appropriate.
- Oversee all evaluation programs for administrative, professional and support staff.
- Develop and monitor employee improvement plans when necessary.

- Supervise, evaluate, and direct the work of the department’s confidential staff.
- Serve as the District’s Title IX Compliance Officer.
- Maintain a process for the approval and placement of student teachers.
- Review and approve requests for academic research within the district.
- Direct the work of the Director of Communications and Community Outreach.
- In conjunction with the Assistant Superintendent for Educational Services, direct the work of the elementary and secondary principals and provide them with leadership development and professional growth opportunities.
- Assist the Superintendent in the administration and coordination of the District’s educational program.
- Oversee all aspects of the Safe Schools Initiative including the District’s Safety Plan and prepare and submit all state and federal Safe Schools reports.
- Prepare and submit all required state and federal reports related to Human Resources.
- Attend Board meetings and prepare reports for the Board as directed by the Superintendent.
- Perform all other duties as assigned by the Superintendent.

Physical Requirements

- Ability to navigate an office setting and travel to all sites within the school district.
- Stand for extended period of times to support and attend school events.
- Ability to sit for extended periods during meetings and school events.

FLSA: Exempt

The District provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, or genetics. In addition to federal law requirements, the District complies with applicable state and local laws governing nondiscrimination and employment. This applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

Joanna Wexler

Employee Name:

Employee Signature:  DocuSigned by: 6/9/2020
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