

AGREEMENT

THIS AGREEMENT made this 23rd day of September, 2021, by and between the **BOARD OF EDUCATION OF THE PLEASANT VALLEY SCHOOL DISTRICT**, a Pennsylvania school district, with its principal offices located at 2233 Route 115, Brodheadsville, Pennsylvania 18322 (hereinafter referred to as "District") and Dr. Rae Lin Howard (hereinafter referred to as "Assistant Superintendent").

WITNESSETH:

WHEREAS, the Board of Education by action this date has voted to elect Dr. Rae Lin Howard as District Assistant Superintendent for the time period beginning on September 23, 2021 through September 23, 2026;

WHEREAS, the purpose of this Agreement is for the parties to set forth the understandings governing compensation and fringe benefits reached between the District and Assistant Superintendent; and

WHEREAS, the Board desires to provide the Assistant Superintendent with a written employment contract in order to (1) enhance administrative stability and continuity within the District, which the Board believes generally improves the quality of its overall education program; and (2) to comply with the employment agreement provisions of Act 141 of 2012; and

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

1. **Service as District Assistant Superintendent.** Assistant Superintendent is to serve in the capacity of District Assistant Superintendent for five (5) years, commencing on September 23, 2021, and her service shall terminate on September 23, 2026.

2. **Compensation.** Assistant Superintendent's annual salary during the period of this Agreement shall be set at One Hundred And Forty Five Thousand Dollars (\$145,000.00) for the

2021-2022 school year, prorated beginning the day after board approval of this Agreement, due to the fact her service as Assistant Superintendent begins during the school year. In the event the Act 93 Group in the District receives a base percentage increase to their salaries during the 2021-2022 fiscal year, Dr. Howard shall receive the same base percentage increase to the salary noted herein. Assistant Superintendent's salary shall be revised annually by the Board and shall be paid bi-weekly. Annual salary adjustment shall be at or above the Act 93 salary percentage increase but no less than 2% per year so long as performance is determined to be satisfactory consistent with Dr. Howard's end of year evaluations. In the event Dr. Howard's review results in a less than satisfactory review/rating, her salary shall not be adjusted. Said salary adjustment will occur on or about July 1st each year. In the event Dr. Howard's performance review occurs after July 1st, any required salary adjustment will be retroactive to July 1st.

3. **Benefits Package.** Assistant Superintendent shall be entitled to participate in any benefit programs offered to Act 93 employees of the District, for the term of this Agreement. The Assistant Superintendent understands these benefits may change from time to time as the Act 93 Agreement changes.

4. Upon Superannuation retirement from the district under the provisions of PSERs and following the successful completion of eight (8) years as a commissioned officer for the Pleasant Valley School District the Assistant Superintendent shall receive single coverage health insurance (medical, dental, vision, and prescription) at district cost at the level for all professional staff for up to 10 years after retirement or Medicare age, whichever occurs first. In the event the Act 93 Agreement is subsequently modified to reflect a years of service requirement less than what is noted herein Dr. Howard's contract shall align with the years of service within the Act 93 Agreement.

5. **Duties of Assistant Superintendent.** Assistant Superintendent agrees to perform well and faithfully the duties required by the Board and the Superintendent as applicable 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 herein which may change and evolve over the course of the employment contract herein.

6. **Objective Performance Review.** The Board, with the assistance of the Superintendent, and Assistant Superintendent hereby mutually agree to develop annual objective performance standards. The Board, in conjunction with the Superintendent of Schools, shall measure the standards below using an evaluation criterion developed by the Board. Yearly annual performance objectives may change from time to time to measure the contract's overall performance standards as noted below. Progress on these performance standards shall be shared publicly consistent with the Public School Code of 1949. Objective performance standards may include but shall not be limited to areas such as Student Growth and Achievement, Organizational Leadership, Communications and Community Relations, Human Resource Management, Professionalism, or other specific areas material to the position of Assistant Superintendent. The parties agree to finalize such annual objective performance standards for the 2021-2022 school year within thirty days following the Assistant Superintendent's appointment to her position. Such goals shall become an addendum to this Agreement. The parties further agree to develop annual goals for subsequent years no later than August 30th of a given school year.

7. **Indemnification and Hold Harmless.** The District agrees that it shall defend, hold harmless, and indemnify Assistant Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Assistant Superintendent in her individual capacity or in her official agent and employee capacity of the District, provided the incident arose while Assistant

Superintendent was acting within the scope of her employment and excluding criminal litigation. This obligation to defend, hold harmless and indemnify Assistant Superintendent shall be consistent with the provisions set forth in the Political Subdivision Tort Claims Act. In no case shall individual Board Members be considered personally liable for indemnifying Assistant Superintendent against any demands, claims, suits, actions, and legal proceedings.

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

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

10. **Separation from Employment.**

a. In the event that Assistant Superintendent seeks to resign or separate her employment with District for any reason other than death, illness, or disability, Assistant Superintendent shall give District at least ninety (90) days written notice in advance of the employment severance date. The failure of Assistant Superintendent to give such required notice shall cause Assistant Superintendent 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.

b. District shall provide 90 days' notice prior to the end of this Agreement should it not desire to renew the Agreement after its end date.

11. **Early Separation Options.** The Parties shall have the exclusive option prior to the expiration of the term of this Agreement to discontinue Assistant Superintendent's employment. In the event this option is utilized both parties need to mutually agree, in writing, the desire to utilize this section. In such event the Board shall pay Assistant Superintendent as follows:

a. If there is more than one (1) year that remains in this Agreement, the severance package will be equal to six (6) months' salary. The amount would be calculated by dividing the then current annual base salary by two (2).

b. If less than one (1) year remains in this Agreement, the Assistant Superintendent will be paid the equivalent of one-half of the base salary still owed in the agreement. Therefore, in the event eight (8) months remain in the agreement, the Assistant Superintendent would be paid four (4) months' salary.

c. Under no circumstances will the Board pay-out to Assistant Superintendent exceed the sums set forth in Paragraph 11 (a) and (b) herein and the Assistant Superintendent shall not be due and owed any other benefit, whether accrued or not, except for the payments noted herein. Under no circumstances shall the Board pay out to Assistant Superintendent under this section should his/her employment be terminated for cause.

1211. **Discharge and Termination for Cause.** Assistant Superintendent may be discharged, and this Agreement terminated, even during the term of this Agreement, under the provisions of the law including, but not limited to the provisions of the Public School Code of 1949 as last amended. Cause shall be defined by Section 10-1080 of the Public School Code.

12. **Death During Employment.** If Assistant Superintendent shall die during the term of her employment, District shall pay to the estate of Assistant Superintendent the compensation which otherwise would be payable to Assistant Superintendent up to the end of the month in which

Assistant Superintendent's death occurs. Thereafter, District shall have no further responsibility hereunder, and this Agreement shall terminate automatically.

13. **Representation of Assistant Superintendent.** Assistant Superintendent represents that, at all times during the term of employment, she will have a duly issued and validated certificate to act as Assistant Superintendent of Schools in the Commonwealth of Pennsylvania and agrees to provide a copy thereof to the District, upon request. Assistant Superintendent agrees to notify District if the foregoing representation is no longer true and correct during any period during the term of employment within five (5) calendar days when Assistant Superintendent learned or should have learned that she does not have a duly issued and validated certificate as aforesaid.

14. **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."

15. **Compliance with Agreement.** Assistant Superintendent 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 Assistant Superintendent.

16. **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 between the parties hereto with respect to the subject matter hereof.

17. **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.

18. **Possible Illegalities.** If any one provision of this Agreement shall be declared void or invalid by a court of competent jurisdiction, such void or invalid provisions 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.

20. **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.

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

PLEASANT VALLEY SCHOOL DISTRICT

Attest: Tammy A. Smale
Tammy Smale
Board Secretary

By: Donna M. Yozwiak
Donna Yozwiak
Board President

Rae Lin Howard
Dr. Rae Lin Howard