

**AGREEMENT FOR EMPLOYMENT
CHIEF FINANCIAL AND OPERATIONS OFFICER**

THIS AGREEMENT is made and entered this 12th day of February 2024, by and between the Board of School Directors of the York Suburban School District with offices located at 1800 Hollywood Drive, York, Pennsylvania 17403 (hereinafter referred to as "District") and Mrs. Michelle Kendig, (hereinafter referred to as "Mrs. Kendig" or "the Employee").

WHEREAS, the Board of School Directors of the District, at a properly advertised meeting fully and properly called on the 12th day of February, 2024, upon the recommendation of the Superintendent did appoint Mrs. Kendig as Chief Financial and Operations Officer (CFOO) for the District in accordance with the provisions of Sections 508 and 1089 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 hereby, and in consideration of the mutual covenants contained herein, agree as follows:

1. Term. The Board, in consideration of the promises herein contained, employs Mrs. Kendig as Chief Financial and Operations Officer (CFOO) of the District for a period commencing on or about February 12, 2024 (or upon release from her current employer) and ending June 30, 2029.
2. Duties and Full-Time Employment.
 - A. The Employee shall be charged with the administration of the schools under the direction of the Board of School Directors as assigned by the District Superintendent and subject to the supervision of the District Superintendent, in accordance with the Board-approved job description for the position.
 - B. The Employee agrees to devote her full time, attention, energies, skills and labor to her employment during the term of this Agreement provided, however, she may undertake consultative work, speaking engagements, writing, lecturing, adjunct teaching or other professional services as approved by the Superintendent.
 - C. The duties of the Employee require her participation in professional associations and presence at numerous meetings, conventions and conferences in order to maintain awareness of current issues, programs and information. The Employee's attendance at seminars, workshops, in- service programs, school activities and graduate education programs is necessary to maintain the knowledge and skills required of the position. The District considers the expenses involved in such activities, including dues in at least two professional associations, to be directly

related to the Employee's duties and shall be reimbursed by the District. Reimbursement for such activities shall be provided in accordance with procedures of District policy.

3. Compensation.

- A. The District retains the right to adjust the Employee's annual salary during the term of this Agreement and any extension thereof, provided that such adjustment shall not reduce the annual salary in effect at any given time. Any adjustment in salary made during the term of this Agreement or any extension thereof shall be in the form of an amendment which shall become a part hereof. In making any such amendment, it shall not be considered that the District has entered into a new Agreement with the Employee, that the termination date of this Agreement has been extended. However, the District may, by specified action, extend the termination date of this Agreement if the same is agreeable to the parties and is permitted by law.
- B. The Board agrees to compensate the Employee through June 30, 2024, of the Agreement in the prorated, annual amount of \$155,000. Beginning July 1, 2025, annual increases based on performance and merit may be granted in an amount not to exceed the increases available in the Act 93 Administrative Compensation and Retention Plan ("Act 93 Agreement"). The Board may utilize a salary range established by the PSBA or similar group to determine an equitable salary. Compensation shall be made in accordance with the District's payroll procedure.

4. Benefits. The following fringe benefits shall apply to the Employee:

A. Term Life Insurance

The District will provide group term life insurance with accidental death and dismemberment benefits in the amount of 2.5 times the actual salary rounded to the next highest \$1,000 increment.

B. Health Care Insurance

The District will provide for the Employee's and family health care benefits equal to those provided by the York Suburban Employees Plan. Employee contributions will be those set forth in the Agreement with the York Suburban Education Association (hereinafter, "York Suburban Employees Plan").

C. Dental and Vision Insurance

The District will provide for the Employee's and family dental and vision benefits at the same level as currently provided by the York Suburban Employees Plan.

D. Disability Insurance

The District will provide long-term disability insurance in the amount of 66 2/3%

of the Employee's salary. Coverage is to begin 91 days from the last day worked, or with the expiration of accumulated sick leave, whichever comes later, and continuing to age 65. Benefits will be coordinated with Social Security, Workers' Compensation, and Retirement provisions, if applicable.

E. Physical Examination

The District will pay for an annual physical examination for the Employee.

F. Sick Leave

The District will provide twelve (12) days of sick leave annually for the Employee. There is no maximum on the number of sick days the Employee may accumulate.

G. Family Illness Leave

The District will provide up to twelve (12) days a year of sick leave for family illness/injury.

One (1) of the above days may be used for absence for the funeral of a near relative as defined in the York Suburban Employees Plan or near relative of a spouse. This day can only be used if the funeral is over 100 miles away from the center of York, Pennsylvania.

H. Bereavement Leave

The District will provide up to five (5) days bereavement leave due to the death of an immediate family member and up to one (1) day for a near-relative as defined in the York Suburban Employees Plan.

I. Personal Leave

Employee will be eligible for three (3) days of personal leave per year. Unused personal leave may be carried over, accumulated, and/or compensated for in accordance with the Act 93 Agreement.

J. Graduate Credit Reimbursement

The District will provide full graduate credit reimbursement provided that the Employee signs a Letter of Agreement pursuant to the Act 93 Agreement agreeing to remain an employee of the York Suburban School District for two (2) full calendar years from the date of the last full graduate credit reimbursement. This applies to the reimbursement of all pre-approved graduate courses taken by the Employee that exceed the existing Penn State - York rate. Pre-approval must be obtained from the Superintendent and reimbursement will follow immediately upon receipt of an official transcript illustrating successful completion of the course with a grade of C or higher. Should the Employee leave employment

within two (2) calendar years of a course's completion, the Employee will be responsible for reimbursement of the cost of the course which exceeds the Penn State - York rate.

K. Holidays

Employee shall receive the same paid holidays as set forth in the Act 93 Agreement.

L. Vacation

Employee shall receive twenty (20) vacation days per year. Employee may carry over ten (10) vacation days per year to begin a subsequent year with a maximum of thirty (30). Vacation days requested while school is in session must be approved in advance by the Superintendent and must not conflict with major activities which require Employee's coverage. Vacation days may be used to meet emergency obligations at any time with the approval of the Superintendent.

In each year of this Agreement, Employee may elect to have up to four (4) earned, accrued, and unused vacation days paid out at a per diem rate, as an additional lump sum contribution to her 403b Plan retirement account, subject to plan and/or contribution limits at the time of election.

M. Professional Dues

The District will pay annually for the membership of Employee in professional organizations of her choice, not to exceed the membership dues in a local, state, and national organization representing school business officials.

N. Unused Sick Days

The District shall reimburse Employee for unused sick days upon retirement at the rate of Sixty Dollars (\$60.00) per unused sick day.

O. Retirement Benefits

1. To be eligible for the Retirement Benefits listed in this section, the Employee must retire from the York Suburban School District from the Pennsylvania School Employees Retirement System (PSERS) and submit a written letter of resignation on or before February 15 specifying a retirement date between June 15 and July 15.
2. If the Employee retires after a minimum of ten (10) years of consecutive service with the District she shall be entitled to health benefits available to the employees of the District, for the Employee only, until Employee reaches the age of Medicare eligibility. Costs for this insurance not covered by the PSERS insurance payment made to retirees will be paid by the District.

3. Up to twenty (20) days of unused vacation leave will be paid (at per diem rate) by the District to the Employee if she retires with at least five (5) years of service in the District.
4. Pursuant to Section V.T. of the Act 93 Agreement, Employee is eligible for a service benefit of \$500.00/year up to \$10,000. Employee shall be entitled to an additional \$500.00/year up to the \$10,000.00 limit for her eligible service.

P. 403(b) Contributions

The District will contribute to the Employee's 403(b) Plan on a 25/75 formula matching up to \$2,200 annually. In the event a future Act 93 Agreement grants administrators District contributions in excess of the amounts for Employee set forth above, the Employee shall be entitled to the increased District contributions as found in the future Act 93 Agreement.

Q. Severance

Upon severance from the District (other than retirement), the Employee will be paid at the per diem rate for unused vacation days to a maximum of twenty (20) days.

R. Transportation

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

S. Act 93 Agreement Benefits

The Employee is entitled to any and all benefits that exist in the Act 93 Agreement, even if they are not specifically articulated in this Agreement, but only to the extent they do not duplicate any of the benefits provided herein.

5. Assessment of Performance.

- A. The Superintendent shall evaluate, in writing, the performance of the Employee at least once a year during the term of this Agreement, no later than June 15 of each year, beginning in 2025.
- B. The performance assessment shall be used for the following purposes:
 - 1. To strengthen the working relationship between the Superintendent and the Employee; enhance the Employee's effectiveness and clarify the responsibilities the Board and Superintendent rely on the Employee to fulfill;
 - 2. To discuss and establish goals for the ensuing year; and
 - 3. To establish the basis for possible incremental adjustments in the annual salary for the Employee.

6. Discharge. Throughout the term of this Agreement, the Employee shall be subject to discharge for the reasons specified in section 1089 of the Public School Code of the Commonwealth of Pennsylvania. The Board shall not arbitrarily or capriciously call for her dismissal and the Employee shall in any event have the right to written charges, notice of hearing, a fair and impartial hearing, all elements of due process, and the right to appeal to a court of competent jurisdiction. At any such hearing before the Board, the Employee shall have the right to be present and to be heard, to be represented by counsel, and to present through witnesses and testimony relevant to the issue. A transcript of the record of proceedings before the Board shall be made available without charge to the Employee in the event an appeal is taken by the Employee from any action taken by the Board. The Employee shall have the right to be represented by counsel at her sole cost and expense.

The Employee may resign at any time provided she gives the Board at least sixty (60) days written notice prior to the effective date of the resignation.

7. Professional Liability. The Board agrees that it will defend, hold harmless and indemnify the Employee from any and all demands, claims, suits, actions and legal proceedings brought against the Employee in her individual capacity or in her official capacity as agent and employee of the Board, provided the incident arose while the Employee was acting within the scope of her employment and as such liability coverage is within the authority of the Board to provide under state law.

- 8. Reappointment. If the Employee is to be elected to another term of office, the number of years of this term of office and the other terms of the new Agreement shall be mutually agreed upon.
- 9. Modification. Notwithstanding any term or provision herein or elsewhere, oral or in writing, this Agreement shall not be modified except in a writing signed by the Employee and approved by the Board and executed by an authorized officer of said Board.
- 10. Savings. If during the term of this Agreement it is found that a specific clause of the Agreement is unlawful in Federal or State Law or declared illegal by a court of competent jurisdiction, that section, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the laws. The remainder of the Agreement shall remain in force and effect for the duration of this Agreement. This Agreement contains the entire Agreement between the parties and may not be changed or altered except in writing with the signatures of all parties concerned.
- 11. Obligations. This Agreement shall be binding upon and shall inure to the benefit of the parties.
- 12. Statutory References. All references to the Public School Code contained herein shall also refer to and incorporate any amendment or recodification of such Code.
- 13. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania notwithstanding any conflict of laws provision to the contrary. Both parties agree that the Court of Common Pleas of York County shall be the appropriate venue for any dispute involving this Agreement.

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

ATTEST:

YORK SUBURBAN SCHOOL DISTRICT:

Secretary

President, Board of School Directors

EMPLOYEE:

Witness

Michelle Kendig, Chief Financial and Operations Officer (CFOO)