

**YORK SUBURBAN SCHOOL DISTRICT
ASSISTANT SUPERINTENDENT EMPLOYMENT CONTRACT**

THIS CONTRACT is made and entered this 27th day of May, 2025 (hereinafter referred to as “Contract”), by and between the Board of School Directors of the **York Suburban School District** (hereinafter referred to as “District,” “Board,” or “Board of School Directors”) and **Rebecca L. Lorfink, E d . D .**, (hereinafter referred to as the “Assistant Superintendent” or “Dr. Lorfink”).

WHEREAS, the Board of School Directors of the District, at a regularly scheduled meeting, duly and properly called on the 27th day of May, 2025, did appoint Dr. Lorfink to the office of Assistant Superintendent in accordance with the provisions of the Commonwealth of Pennsylvania's Public School Code of 1949, as amended (hereinafter referred to as “Public School Code”); 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 hereby employs Dr. Lorfink, and Dr. Lorfink hereby accepts said employment, as Assistant Superintendent of the York Suburban School District for a five (5) year term commencing on July 1, 2025, and ending on June 30, 2030.

This Contract shall terminate immediately upon the expiration of the aforesaid Term unless sooner modified or terminated in accordance with this Contract and/or allowed to renew automatically in accordance with Section 1077(b) of the Public School Code (24 P.S. § 10-1077(b)).

2. Professional Qualifications.

The Assistant Superintendent covenants that she possesses all of the qualifications that are required by law to serve as the Assistant Superintendent in the Commonwealth of Pennsylvania and that she will maintain the same throughout the Term of this Contract. The Assistant Superintendent further agrees to subscribe to and take the oath of office before entering upon her duties, in accordance with Section 1004 of the Public School Code (24 P.S. § 10-1004).

3. Duties and Responsibilities of the Assistant Superintendent.

During the term of this Contract, Dr. Lorfink agrees to serve as Assistant Superintendent of the District and to perform the duties of the Assistant Superintendent in a competent and professional manner in accordance with the law of the Commonwealth of Pennsylvania, the policies of the District, the job description, and the provisions of this Contract. The Assistant Superintendent is charged with the administration of schools under the direction of the Board of School Directors as assigned by the Superintendent and subject to the supervision of the District Superintendent.

4. Compensation - Salary and Benefits.

A. **Salary.** In recognition of the complexity of the position of the Assistant Superintendent and the Board's desire to compensate its Assistant Superintendent fairly, the Board of School Directors and the Assistant Superintendent agree to the following:

(1) Effective July 1, 2025, the annual salary of the Assistant Superintendent shall be the amount of One Hundred Seventy Eight Thousand Dollars (\$178,000.00). The Board shall not decrease the Assistant Superintendent's salary at any time during the term of this Contract, or through any amendment or extension of this Contract without her written consent.

(2) On July 1, 2026, and on July 1 of every subsequent year of this Contract, the District Assistant Superintendent shall receive the same salary increase as outlined in the District Administrator's Compensation Plan based upon her performance as measured on her annual evaluation in accordance with this Contract. The Board may provide additional increases to the Assistant Superintendent's salary and additional merit-based bonuses in its discretion throughout the life of this Contract. However, the Assistant Superintendent shall not be eligible for a salary increase if the Assistant Superintendent's performance is rated as "unsatisfactory" on her annual performance assessment for the prior school year, in accordance with the provisions of this Contract. The District in so annually adjusting the District Assistant Superintendent's salary shall not be considered to have entered into a new contract with the Assistant Superintendent or to have extended the termination date of this Contract.

(3) The established annual salary shall be paid in equal installments in accordance with the policy or agreement governing other twelve (12) month administrators in the District, unless otherwise agreed to in writing by the Board and Assistant Superintendent.

B. **Benefits.** In addition to salary as set forth herein, the District shall provide the Assistant Superintendent with the following benefits:

(1) Vacation Leave and Holidays

A. The Assistant Superintendent shall receive twenty (20) days of vacation leave with full pay each year of this Contract, which shall be credited in full on July 1, 2022 and each subsequent year of this Contract. The unused portion of such allowance of vacation

leave shall accrue from year to year, provided that the Assistant Superintendent shall not carry over more than ten (10) unused days of vacation leave into a subsequent school year. If the Assistant Superintendent works less than a full calendar year, vacation leave shall be pro-rated.

B. The School District shall pay the Assistant Superintendent for unused days of vacation leave at the time this Contract is terminated for any reason, whether voluntarily or involuntarily, at which time the District shall pay the Assistant Superintendent her then-current per diem rate of pay for each day of unused vacation leave, up to a maximum payment for thirty-five (35) days of unused vacation leave. ("Per diem rate of pay" as the term is used throughout this Contract shall equal the Assistant Superintendent's then-current gross annual salary divided by two hundred sixty).

C. At the Assistant Superintendent's request, the District shall annually make payments as a non-elective contribution to her 403(b) account, at her then-current per diem rate of pay, for up to six (6) days of unused vacation leave. This non-elective contribution shall be subject to an amount up to or equal to the limits established by law for such accounts.

D. It is understood and agreed that the Assistant Superintendent shall not utilize vacation leave during the first two (2) weeks of school or the last two (2) weeks of school, except as otherwise expressly authorized by the Board president.

E. The Assistant Superintendent shall receive, with full pay, the same holidays available to twelve-month administrative employees covered under the District's Administrator Compensation Plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. § 11-1164).

(2) Sick Leave

A. The Assistant Superintendent shall receive twelve (12) days of sick leave with full pay in each year of this Contract. which shall be credited in full on July 1, 2025 and on July 1 of each subsequent year of this Contract. All sick leave accumulated by the Assistant Superintendent at the end of the 2024-2025 school year shall be credited to the Assistant Superintendent upon execution of this agreement. In addition, the unused portion of such allowance of sick leave shall accrue from year to year without limit. If the Assistant Superintendent works less than a full calendar year, sick leave shall be pro-rated.

B. At such time as this Contract is terminated for any reason, whether voluntarily or involuntarily, the District shall pay the Assistant Superintendent for unused days of sick leave at the rate of sixty dollars (\$60.00) per day for each day of unused sick leave. The School District shall make such payment for unused sick leave to the Assistant Superintendent for unused sick leave as a non-elective contribution to the Assistant Superintendent's Section 403(b) account. This non-elective contribution shall be subject to an amount up to or equal to the limits established by law for such accounts.

C. Notwithstanding any of the foregoing, the District shall not be

obligated to make any payments to the Assistant Superintendent for unused sick leave in the event she is removed from office and has this Contract terminated for cause pursuant to Section 10-1080 of the Public School Code (24 P.S. § 10-1080).

D. The Assistant Superintendent may use up to twelve (12) of her days of sick leave each year to care for members of her "immediate family" as that term is defined in the "Bereavement Leave" subparagraph of her Contract. Sick days used for members of her "immediate family" will be deducted from her allocated sick leave in the same manner as those used for her own illness.

(3) Personal Leave

A. The Assistant Superintendent shall receive five (5) days of personal leave with full pay each year of this Contract, which shall be credited on July 1, 2025 and each subsequent year of this Contract. Unused portion of such allowance of personal leave shall not accrue from year to year.

B. At such time as this Contract is terminated for any reason, whether voluntarily or involuntarily, the District shall pay the Assistant Superintendent her then-current per diem rate of pay for each day of unused personal leave up to a maximum payment for five (5) days of unused personal leave. The District shall make such payment for unused personal leave to the Assistant Superintendent as a non-elective contribution to the Assistant Superintendent's Section 403(b) account. This non-elective contribution shall be subject to an amount up to or equal to the limits established by law for such accounts.

C. Notwithstanding any of the foregoing, the District shall not be obligated to make any payments to the Assistant Superintendent for unused personal leave in the event she is removed from office and has this Contract terminated for cause pursuant to Section 10-1080 of the Public School Code (24 P.S. § 10-1080).

(4) Bereavement Leave

The Assistant Superintendent shall be entitled to up to five (5) days of bereavement leave, with full pay, because of a death in the Assistant Superintendent's immediate family. "Immediate family" is defined as father, mother, brother, sister, spouse, son, daughter, parent-in-law, stepparent, grandparent, grandchild, someone residing in the same household, or any person with whom the Assistant Superintendent lives. The Assistant Superintendent shall be entitled to one (1) day of bereavement leave, with full pay, because of a death of a near relative. "Near relative" is defined as Assistant Superintendent's aunt, uncle, niece, nephew, first cousin, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. The Assistant Superintendent may use additional days of sick leave for bereavement, in her sole discretion.

(5) Jury Duty and Court Appearances

The Assistant Superintendent shall be permitted to attend, without loss of pay or

benefits, jury duty and court and other appearances for any proceeding in which she is subpoenaed to appear.

(6) Life Insurance

The District shall obtain and pay the full cost of the premiums for the purchase of a term life insurance policy with a benefit amount equal to two and one-half (2.5) times the Assistant Superintendent's annual salary, rounded to the next highest thousand-dollar amount. The Assistant Superintendent shall have the sole right to determine the beneficiary of such policy.

(7) Disability Insurance

The District shall obtain and pay the full cost of the premiums for the purchase of a disability income protection insurance policy for the Assistant Superintendent, which policy shall provide monthly disability income to the Assistant Superintendent in an amount equal to sixty-six and two-thirds percent (66 2/3%) of the Assistant Superintendent's gross monthly salary. The policy shall entitle the Assistant Superintendent disability payments to begin ninety-one (91) days after the last day worked and continuing until age sixty-five (65).

(8) Medical Insurance

The District shall provide the Assistant Superintendent and eligible dependents medical insurance benefits, including but not limited to hospitalization, physician coverage, major medical, prescription, and dental coverage, or substantial equivalents thereto, under the same terms and conditions as provided under the School District's Administrator Compensation Plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. § 11-1164) or to any other District employee. The Assistant Superintendent shall have the right, at her sole discretion, to select her medical insurance coverage from the plan coverage offered by the District to any District employee.

Upon the Assistant Superintendent's PSERS retirement from the District, the District shall continue to provide the Assistant Superintendent with individual medical insurance benefits at least comparable to those medical insurance benefits provided to then-current District administrators, until the Assistant Superintendent reaches the age of sixty-five (65) or the age in which the Assistant Superintendent becomes eligible for Medicare, whichever is later. Retirement medical insurance benefits for the Assistant Superintendent will be suspended during any period in which the Assistant Superintendent, as a PSERS retiree, is employed by an employer through which medical insurance is available to her, as an employer-provided benefit. The Assistant Superintendent, as a retiree, is required to notify the District within thirty (30) days of the start of such employment. This obligation shall survive the termination of this Agreement.

(9) Liability Insurance

The District shall provide and pay the full cost of legal liability and general liability insurance coverage that provides the Assistant Superintendent coverage for acts and omissions undertaken in the course and scope of her employment with the District.

(10) Graduate Courses, Professional Development and Continuing Education

A. The District shall pay the full cost of tuition and associated fees and books for all graduate courses, including on-line courses, taken by the Assistant Superintendent at an accredited institution, up to a maximum of twelve (12) credits per year. The District shall make such payment to the Assistant Superintendent upon her registration for each graduate course, when she submits the tuition bill to the District's Assistant to the Superintendent for Operations; provided that such courses are subject to repayment by the Assistant Superintendent for any course in which she fails to receive a final passing grade.

B. The District shall pay the full enrollment cost and/or tuition and fees for all professional development courses and continuing education courses taken by the Assistant Superintendent during the term of this Contract; provided that such courses are approved in advance by the Superintendent and subject to repayment by the District for any course in which she fails to receive a final passing grade.

(11) Professional Associations

The District shall pay the full cost of the Assistant Superintendent's annual membership and participation in at least three professional associations, including but not limited to, the American Association of School Administrators, the Pennsylvania Association of School Administrators, and the Association for Supervision and Curriculum Development. The District recognizes the obligation to professional growth and development provided by these affiliations and encourages and permits the Assistant Superintendent to participate actively.

(12) Meetings, Conventions and Conferences

The duties of the Assistant Superintendent require her presence at meetings, conventions, and conferences in order that she can maintain awareness of current education-related issues and information. The Assistant Superintendent shall have the right to attend regional, state, and national meetings, conventions, and conferences for the purpose of professional development. The District considers the expenses involved in such activities to be directly related to her duties and appropriate for reimbursement. The Assistant Superintendent shall be reimbursed for all costs associated with such meetings, conventions, and conferences including registration, travel, food, and lodging in accordance with District policies and procedures applicable to other District professional employees, so long as such expenses do not exceed budgeted amounts.

(13) Tax-Deferred Annuity Account

In addition to the Assistant Superintendent's salary, the District shall make

mandatory nonelective employer contributions to the Assistant Superintendent's 403(b) account an annual amount matching the Assistant Superintendent's contributions to her 403(b) account, not to exceed a District annual contribution equal to two percent (2%) of the Assistant Superintendent's then-current annual salary. Such District annual contributions shall be made in the form of two payments in January and July of each year of this Contract. The District's January payment shall be made to match the Assistant Superintendent's contributions to her 403(b) made in the previous July through December. The District's July payment shall be made to match the Assistant Superintendent's contributions to her 403(b) made in January through June. 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 the payments includable in calculating PSERS benefits.

(14) Expense and Mileage Reimbursement

The District shall fully reimburse the Assistant Superintendent for all reasonable expenses incurred by the Assistant Superintendent in the discharge of her duties, upon proper documentation. In addition, the District shall provide the Assistant Superintendent with a travel allowance, in addition to her salary, in the amount of one hundred dollars (\$100.00) per month to reimburse the Assistant Superintendent for expenses associated with the performance of the District's business and the use of her personal automobile for travel within York County. Travel expenses for the use of the Assistant Superintendent's personal automobile for the District's business outside of York County, shall be reimbursed at the rate per mile established by the Internal Revenue Service from time to time. Such expense reimbursement costs shall be estimated for budget purposes and approved by the Board in accordance with Board policies and procedures.

(15) Service Increment

The Assistant Superintendent shall be eligible for the service increment as set forth in the District's Administrator Compensation Plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. § 11-1164).

(16) Other Benefits

(a) The Assistant Superintendent shall be entitled to any and all other benefits provided for Assistant Superintendents generally under the Public School Code.

(b) So long as such benefits and incentives are not duplicative of those specifically set forth in the Contract, the Assistant Superintendent shall be entitled to any and all benefits and incentives provided to any other District administrative employee, including but not limited to all benefits and incentives specified in the District's Administrator Compensation Plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. § 11-1164), even though such benefits are not enumerated in this Contract. Any changes, whether an increase or improvement or a decrease or reduction in benefits and incentives, extended to District administrative employees during the Term of this Contract will also be applicable to the Assistant

Superintendent. Nothing contained herein shall preclude the District from providing additional benefits and incentives to the Assistant Superintendent as may be agreed to by the parties.

6. **Assessment of Performance.**

A. The Superintendent shall evaluate, in writing, the performance of the Assistant Superintendent at least once a year during the term of this Contract, no later than June 30 of each year, in accordance with an agreed upon evaluation procedure. A format agreed upon by the Board of School Directors, the Superintendent, and the Assistant Superintendent shall be utilized. The annual performance assessment shall be conducted by the Superintendent, subject to review and approval by the Board of School Directors, in Executive Session. A copy of the written evaluation shall be delivered to the Assistant Superintendent. The Assistant Superintendent shall have the right to make a written response to the evaluation. The Superintendent's evaluations and the Assistant Superintendent's response(s) shall be private and in no manner become public knowledge either through verbal or written communication, except as otherwise expressly required by state or federal law. The Assistant Superintendent's performance shall be deemed proficient and the Assistant Superintendent shall not be subject to discipline, discharge, or termination on the basis of neglect of duty or incompetency in any year when a formal performance assessment is not completed in accordance with this Contract.

B. The performance assessment shall be used for the following purposes:

1. To strengthen the working relationship between the District, the Superintendent, and the Assistant Superintendent; enhance the Assistant Superintendent's effectiveness; and clarify the responsibilities the Board and the Superintendent rely on the Assistant Superintendent to fulfill;

2. To discuss and establish goals and/or objective performance standards for the ensuing year; and

3. To establish the basis for possible incremental adjustments in the annual salary rate for the Assistant Superintendent.

C. Performance Expectations, Including Objective Performance Standards.

The performance of the Assistant Superintendent shall be assessed against the objective performance standards that have been mutually agreed upon by the Board, the Assistant Superintendent, and the Superintendent. The Board shall post the mutually agreed upon objective performance standards on the District website and shall also annually post the date of the Assistant Superintendent's annual performance assessment and whether or not the Assistant Superintendent met the agreed upon objective performance standards. No other information regarding the Assistant Superintendent's performance assessment shall be posted on the District website or in any other manner disclosed by the District unless expressly required to do so by state or federal law. The Board, Superintendent and Assistant Superintendent will annually mutually agree to the objective performance standards, and which shall be reviewed and updated as necessary on or

before July 1st of each year of this Contract unless another date is mutually agreed upon by the Board, Superintendent and Assistant Superintendent.

7. Professional Liability.

The Board agrees that it will defend, hold harmless, and indemnify the Assistant Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Assistant Superintendent in her individual capacity or in her official capacity as agent and employee of the Board, provided the incident arose while Assistant Superintendent was acting, or reasonably believed she was acting, within the scope of her employment and the defense of the action and indemnification costs are authorized under the Political Subdivision and Tort Claims Act. This obligation shall survive the termination of this Contract.

8. Reappointment.

If, at any time, the Board of School Directors decides that it does not desire to renew the contract of the Assistant Superintendent for another term, the Board shall so notify the Assistant Superintendent in writing by certified mail, no later than 90 days prior to the end of this Contract Term. Should the Assistant Superintendent not be so notified, this Agreement shall automatically renew for a term of one (1) year. Upon the conclusion of the one (1) year extension, the Assistant Superintendent's term of office shall terminate unless the Board takes action to extend the term consistent with applicable law.

9. Termination.

This Contract may be terminated prior to the end of the Term of this Contract as follows:

A. The Assistant Superintendent shall be subject to discharge and termination of this Contract for the reasons specified in Section 1080 of the Public School Code (24 P.S. § 10-1080). However, the Board shall not arbitrarily or capriciously call for the Assistant Superintendent's 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. This Contract may be unilaterally terminated without penalty by the resignation of the Assistant Superintendent at any time; provided the Assistant Superintendent gives the Board at least one hundred fifty (150) days' notice prior to the effective date of the resignation. If this Contract is terminated in this manner, the District shall pay and provide to the Assistant Superintendent all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverage and payment for unused leave the Assistant Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the effective date of her resignation and termination of this Contract plus any applicable post-employment and retirement benefits, if any, provided for in this Contract.

C. This Contract may be terminated by the mutual consent, in writing, of the Assistant Superintendent and the Board. If this Contract is terminated in this manner, the District shall pay and provide to the Assistant Superintendent all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and coverage and payment for unused leave, the Assistant Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the mutually agreed upon effective date of the termination of this Contract plus any applicable post-employment and retirement benefits, if any, provided for in this Contract and any additional amount mutually agreed upon by the Board and Assistant Superintendent, provided the additional amount agreed to may not exceed: 1) the equivalent of one year's compensation and benefits if the contract is terminated two or more years prior to the end of the Contract term; or 2) the equivalent of one-half of the total compensation and benefits if the contract is terminated less than two years prior to the end of the contract term. In the event of termination by mutual consent, the Board shall not negatively evaluate or provide any negative job reference or information regarding the Assistant Superintendent's work performance, except as may be required by law.

D. This Contract shall be terminated upon the death of the Assistant Superintendent, at which time, the District shall pay to the Assistant Superintendent's estate and/or heirs all of the aggregate compensation, salary, and benefits the Assistant Superintendent earned, accrued and/or is entitled to under this Contract through the date of the Assistant Superintendent's death.

10. Modification.

This Contract shall not be amended, changed, or modified, except in writing approved of and signed by the Assistant Superintendent and approved of by the Board and signed by a duly authorized officer(s) of the Board.

11. Savings.

Should any provision of this Contract be declared illegal or unenforceable by a court of competent jurisdiction, said provision shall be deleted from this Contract to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Contract if not affected by the deleted provision. If at any time thereafter such provision 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.

12. Obligations.

This Contract shall be binding upon and shall inure to the benefit of District and its duly authorized representatives and successors. This Contract shall be binding upon and shall inure to the benefit of the Assistant Superintendent and, to the extent applicable, her personal representatives and heirs.

13. Statutory Reference.

All references to the Public School Code contained herein shall also refer to and

incorporate any amendment or recodification of the Public School Code.

14. Applicable Law.

This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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

ATTEST:

YORK SUBURBAN SCHOOL DISTRICT

Secretary

By: _____
President of the Board
Lois Ann Schroeder

Dated: _____

Dated: _____

WITNESS:

ASSISTANT SUPERINTENDENT

Rebecca L. Lorfink, Ed.D.

Dated: _____