

SUPERINTENDENT CONTRACT

THIS AGREEMENT is made this 21st day of July, 2025, by and between:

THE BOARD OF SCHOOL DIRECTORS OF CENTRAL YORK SCHOOL DISTRICT, a School District with offices located at 775 Marion Road, York, York County, Pennsylvania (hereinafter referred to as "Board") and **DR. PETER J. AIKEN**, a duly commissioned District Superintendent, hereinafter referred to as "Superintendent."

WITNESSETH

WHEREAS, the Board has determined that Dr. Aiken is capable and qualified to serve as Superintendent; and

WHEREAS, it is the desire of the Board to reappoint Dr. Aiken to serve as Superintendent of Schools of the Central York School District; and

WHEREAS, the Board of School Directors of the District, at a regularly scheduled meeting, duly and properly called on the 21st day of July, 2025 did reappoint Dr. Aiken to the office of District Superintendent in accordance with the provisions of Sections 508, 1071, 1073 and 1073.1 of the Commonwealth of Pennsylvania's Public School Code of 1949, as amended (hereinafter referred to as "Public School Code") and

WHEREAS, the Superintendent and the Board desire to enter into this Contract setting forth the terms and conditions of said appointment.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable considerations, the receipt of which are hereby acknowledged, and intending to be legally bound hereby, the Board and the Superintendent do hereby agree as follows:

1. EMPLOYMENT. Dr. Peter J. Aiken is hereby elected and hired to serve as Superintendent of the Central York School District for the period July 1, 2026, through June 30, 2031, and the Superintendent hereby accepts said election and employment and the terms of this Contract and agrees, under the authority of the Board and subject to the policies and procedures adopted by the Board and as authorized by the Public School Code of the Commonwealth of Pennsylvania, to carry out the duties of Superintendent in a prudent and professional manner and execute the policies and directives of the Board and perform all of the duties of the Superintendent as set forth in Section 1081 of the Public School Code and in the job description as adopted and amended from time to time by the Board in accordance with the highest standards of the profession of the office of Superintendent of a public school in the Commonwealth of Pennsylvania.

2. LEGAL QUALIFICATIONS. The Superintendent covenants that he possesses all of the qualifications that are required by law to serve as a Superintendent in the Commonwealth of Pennsylvania. The 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.

3. ADMINISTRATION OF SCHOOLS. The administration of school policy, the operation and management of the schools and the direction of employees shall be through the Superintendent who agrees to serve as Chief Administrator of the School District and as Executive Officer of the Board and perform the duties of the Superintendent in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the policies of the School District, and provisions of this contract.

(a) Superintendent will devote his full time, skill, labor, and attention to said employment during the term of this Agreement, provided, however, that he, by permission of the Board and as allowable under statute, may undertake consultative work, speaking engagements, writing, lecturing, adjunct instructing, or other professional duties and obligations.

(b) Superintendent will have a seat at the Board table and the right to speak on all issues before the Board in accordance with applicable law; he and/or his designee(s) will attend all regular and special meetings of the Board, unless excused therefrom by the Board, as well as all committee meetings thereof, and will serve as advisor to said committees on all matters affecting the District.

(c) The Superintendent shall furnish recommendations to the School Board on all matters having to do with election, appointment, assignment, transfer, promotion, reduction, or termination of District personnel.

(d) The administration of policy, the operation and management of all schools, and the direction of employees of the School District shall be through the Superintendent

(e) Criticisms, complaints, and suggestions called to the attention of the School Board shall be referred to the Superintendent for review, disposition, or recommendation.

(f) The Superintendent shall be responsible for the administration of the school district under the authority of the Board and subject to the policies and procedures adopted by the Board and as authorized by the Public School Code of Commonwealth of Pennsylvania. The Superintendent further agrees to execute the policies and directives of the Board and perform all of the duties of the Superintendent as set forth in Section 1081 of the Public School Code and as may be outlined in a job description and as may be adopted and amended from time to time by the Board in accordance with the highest standards of the profession of the Office of Superintendent of a public school in the Commonwealth of Pennsylvania.

4. DUTIES AND FULL TIME EMPLOYMENT. Superintendent shall be the Chief Executive Officer of the District and, as such, responsible for:

NOTE: This is a non-exhaustive list of the duties of the Superintendent that may be amended from time to time by the Board of School Directors. For a more detailed listing of Job Duties and Responsibilities, see attached Job Description under Appendix A.

- (a) Recommending the employment of all employees and directing and assigning teachers and other employees of the school under his supervision;
- (b) Organizing, supervising, and arranging the administrative and supervisory staff;
- (c) Suggesting policies and procedures deemed necessary for the efficient and proper operation of the District;
- (d) Recommending annual objectives for the District consistent with the direction and priorities established by the Board;
- (e) Establishing and maintaining effective procedures and controls for expenditures of all school funds in accordance with the annual school budget, subject to the direction and approval of the Board;
- (f) Involving the Board no later than the end of January each year in the preparation of the annual budget;
- (g) Providing the Board with information pertinent to its legislative role;
- (h) Preparing and submitting to the Board all matters requiring legal action;
- (i) Attending all Board meetings as may be required from time to time, and submitting a formal Superintendent's Report at the regular meetings;
- (j) Informing the Board as to the operation of the school system and making recommendations for the more efficient operation thereof;
- (k) Performing all duties incident to the office of the District Superintendent as set forth in the Public School Code of 1949, as amended, and such other duties as may be legally prescribed by the Board of School Directors.

5. CHAIN OF COMMAND. The Superintendent shall be directly responsible to the Board of School Directors. All Staff and Administration shall report to the Superintendent or his designee. Nothing contained herein shall preclude individual school administrators from having unofficial contact and communication with the Board of School Directors. Superintendent shall be responsible for the total day-to-day administration of the District subject to officially adopted policies of the Board. All official contacts between Board members and the staff of the District shall be through Superintendent exclusively. Nothing in this section shall preclude the right of Board members to exercise their responsibilities as individuals in the areas of monitoring District operations, conducting oversight activities, or visiting schools, as set forth in Board policy or directed by the Board.

6. SCHOOL DISTRICT. The School District, on its own behalf and on behalf of the electors of the District, hereby retain and reserves unto itself, all power, rights, authority, duties, and responsibilities conferred upon and vested in it by the law and the Constitution of the Commonwealth of Pennsylvania.

7. COMPENSATION. The Board of School Directors and the District Superintendent agree to the following conditions as they relate to this Agreement or any amendment or extension to this Agreement.

(a) The School District shall pay the Superintendent an annual salary based on a work year of 260 days as follows:

Effective July 1, 2026, the Superintendent's annual salary shall be \$258,561.93. Thereafter on July 1st of each additional year of this contract, the District Superintendent shall receive an increase of at least three percent (3%) provided that he receives at least a satisfactory rating on his performance evaluation in accordance with this contract.

(b) Each increase shall be added to and become part of his annual base salary. The Board may provide additional increases to the District Superintendent's salary in its discretion throughout the life of this Contract. The salary increases shall be considered unless the District Superintendent's performance is rated as "unsatisfactory" or less than proficient on any annual performance assessment for the prior school year, in accordance with the provisions of this Contract.

(c) Salary increases shall be applied unless the Superintendent's performance is rated as "unsatisfactory" on his annual performance assessment for the prior school year, in accordance with the provisions of this Agreement, but shall never be less than the percentage awarded to ACT 93 central office administrators.

(d) The District retains the right to adjust the Superintendent'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 without the written approval of the Superintendent. Any adjustment in salary made during the life of this Agreement shall be recorded in the Board minutes and shall become a part of this Agreement.

(e) The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other administrative staff.

8. CERTIFICATION. The Superintendent shall furnish throughout the term of this Agreement a valid and appropriate certificate, as defined in the Pennsylvania School Code, to act as Superintendent in the Commonwealth of Pennsylvania.

9. BENEFITS. The District shall provide the Superintendent with the following benefits:

(a) **Vacation Leave.** Annual vacation shall be twenty-five (25) days, exclusive of legal holidays. The vacation leave shall be credited in full on July 1st of each year of this Contract. On June 30th of each year of this Contract, the District shall pay the District Superintendent his then-current per diem rate of pay for each day of unused vacation leave, up to a maximum of ten (10) days. In addition, the District Superintendent's additional unused vacation leave, if any, shall be carried over into the next school year; a maximum of ten (10) days may be carried over year to year.

"Per diem rate of pay" as the term is used throughout this Contract shall equal the District Superintendent's then-current gross annual salary divided by two hundred sixty (260).

The District shall pay the District Superintendent for unused days of vacation leave at the time this Contract is terminated for any reason other than for the reasons set forth under Section 10-1080 of the Public School Code, whether voluntarily or involuntarily, at which time the District shall pay the District Superintendent his then-current per diem rate of pay for each day of unused vacation leave.

(b) Sick Leave. The District Superintendent has 114 days of unused sick leave accrued from his previous employer as well as 58 days accrued from the District as of July 21, 2025. The District Superintendent shall receive fifteen (15) days of sick leave with full pay each year of this Contract, which shall be credited in full on the first day of the Term of this Contract, and on July 1 of each subsequent year of this Contract. In addition, the unused portion of such allowance of sick leave shall accrue from year to year without limit. The District Superintendent shall first use sick leave accrued during his service at the District before using sick leave transferred from his previous public school employment.

The District shall pay the District Superintendent for unused days of sick leave accrued during his service at the District at the time this Contract is terminated for any reason other than the reasons set forth under School Code Section 10-1080, whether voluntarily or involuntarily, at which time the District shall pay the District Superintendent for unused sick leave at the rate and limits as set forth in the District's Administrative Compensation Plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164) for each day of unused sick leave. Sick days transferred from the District Superintendent's previous employer shall not be eligible for payout.

If the District Superintendent retires from the District when he is eligible for full retirement benefits through PSERS, the District shall pay the District Superintendent for all unused days of sick leave, including days transferred from his previous employer, at the rate and limits as set forth in the District's Administrative Compensation Plan.

The District shall make such payments to the District Superintendent for unused sick leave and supplemental unused sick leave as a non-elective employer contribution to the District 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. If the compensation limits established for such accounts are exceeded, the District shall cause to be contributed as a non-elective employer contribution to the District Superintendent's 403(b) account in an amount up to and equal to the established limits for such contributions in each subsequent year for a period of not more than five (5) years or until the benefit amount is exhausted. There is no cash option for such payments.

The District Superintendent may use his days of sick leave to care for members of his "immediate family" as that term is defined in the "Bereavement Leave" subparagraph of this

Contract. Sick days used for members of his "immediate family" will be deducted from his allocated sick leave in the same manner as those used for his own illness.

(c) Holidays. Paid holidays shall be authorized in accordance with the District's Act 93 Agreement for Central Office Administrators.

(d) Bereavement Days. The District Superintendent shall be entitled to five (5) days of bereavement leave, with full pay, because of a death in the District Superintendent's immediate family. "Immediate family" is defined as father, mother, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, parent-in-law, stepparent, step-child, grandparent, grandchild, someone residing in the same household or any person with whom the District Superintendent lives. The District 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 a cousin, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law of the District Superintendent or his spouse. The District Superintendent may use additional days of sick leave for bereavement, in his sole discretion.

(e) Jury Duty and Court Appearances. The District Superintendent shall be permitted to attend, without loss of pay or benefits, jury duty and court and other appearances for any proceeding in which he is subpoenaed to appear.

(f) 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 times the District Superintendent's annual salary plus six-hundred and fifty thousand dollars (\$650,000). The District Superintendent shall have the sole right to determine the beneficiary of such policy.

(g) 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 District Superintendent, which policy shall provide monthly disability income to the District Superintendent in an amount equal to sixty percent (60%) of the District Superintendent's gross monthly salary. The policy shall entitle the District Superintendent disability payments to begin ninety-one (91) days from the last day worked and continuing until age sixty-five (65).

(h) Medical Insurance. The District shall provide the District Superintendent, his spouse, and eligible dependents medical insurance benefits, including but not limited to hospitalization, physician coverage, major medical, prescription, vision, and dental coverage, or substantial equivalents thereto, under the same terms and conditions as provided under the District's administrator compensation plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164). The District Superintendent shall have the right, at his sole discretion, to select his medical insurance coverage from the plans offered by the District to any District administrator as provided under the District's administrator compensation plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. §11-1164), provided the District Superintendent pay the applicable employee premium share.

(i) Payment for Medically-Related Expenses. The District shall provide the District Superintendent with payment for any medical or medically-related expenses not covered by medical plans or reimbursed to any percentage under major medical, not to exceed eight hundred dollars (\$800) per year. The District Superintendent shall submit receipts to the District business office in order to receive such payment or reimbursement.

(j) Liability Insurance. The District shall provide and pay the full cost of general liability and general liability insurance coverage that provides the District Superintendent coverage for acts and omissions undertaken in the course and scope of his employment with the District.

(k) Protection Costs. In the event that the life or safety of the District Superintendent and/or his family is threatened or otherwise appears in danger because of the performance of the District Superintendent's official duties, the District shall pay reasonable costs incident to the protection of the District Superintendent and his family. Protection, if necessary, will be sought first from the local police authorities.

(l) Car Allowance. The School District shall provide the Superintendent with an automobile for his business and personal use effective July 22, 2025. All other terms of this Contract shall take effect July 1, 2026. The Superintendent shall maintain such records regarding the usage of the automobile and provide the School District with such information as is required to comply with applicable Internal Revenue Service regulations or School District policies. The School District will treat such personal usage of the automobile by the Superintendent as compensation to the extent required by applicable Internal Revenue Service regulations. This provision immediately supersedes and replaces paragraph 4(B)(11) of the prior Contract adopted in September 2021.

(m) Community Memberships. Recognizing the importance of strong working relationship between the community and schools, the District shall pay dues, membership fees and related expenses for membership in service and civic associations as approved by the Board of School Directors.

(n) Conference/Tuition Reimbursement. Superintendent shall be reimbursed the cost of tuition and/or conferences consistent with the provision of the Act 93 Compensation Plan for Central Office Administrators.

(o) Local, State, National Conferences. Superintendent shall be encouraged to attend local, state, and national professional conferences and meetings. Reasonable expenses shall be paid by the District with the prior approval of the Board.

(p) Professional Associations. The District shall pay the full cost of the District Superintendent's annual membership and participation in three (3) professional associations including the American Association of School Administrators (AASA); the Pennsylvania Association of School Administrators (PASA); and another association of the District Superintendent's choosing. The District shall also pay the full cost of the District

Superintendent's membership and participation in a local civic or community organization of his choosing.

(q) Conferences, Seminars, and Workshops. The Board considers the reasonable expenses involved in annual attendance at conferences, seminars, and workshops at the national, state, and/or regional levels each year to be directly related to the District Superintendent's duties and appropriate for payment or reimbursement in accordance with District policies and procedures. The Board must approve attendance at all state and national conferences. In addition, prior approval from the Board for travel under this paragraph is required when such conferences, seminars and workshops require the District Superintendent's absence from the District in excess of three (3) days or are outside the Commonwealth of Pennsylvania. Expense reimbursement for such activities shall be provided to the District Superintendent in accordance with District policies and procedures.

(r) Technology. All appropriate technology necessary for the proper execution of all job requirements will be provided at no expense to the District Superintendent, including but not limited to a computer and cell phone.

(s) Personal Leave and Emergency Leave.

1) The District Superintendent shall receive three (3) days of personal leave with full pay each year of this Contract, which shall be credited in full on the first day of the Term of this Contract and on July 1, 2026 and on July 1st of each subsequent year of this Contract. Unused personal leave shall accrue from year to year provided that the total number of personal days that may carry over into a subsequent fiscal year shall not exceed four (4) days. Any personal leave accumulated on June 30th of each year of this Contract in excess of four (4) days shall be converted to days of sick leave. In addition, when this Contract is terminated for any reason, whether voluntarily or involuntarily, all unused days of personal leave shall be converted to days of sick leave.

2) The District Superintendent shall receive two (2) days of emergency leave per year for family and/or property emergencies, subject to reasonable approval of the Board President.

(t) Summer FlexTime Schedule. The District shall permit the District Superintendent to exercise a flextime option for his work schedule during the summer months when school is not in session with the prior approval of the Board President.

(u) Other Benefits.

1) The District Superintendent shall be entitled to any and all benefits required by the Public School Code to be paid for or provided.

2) The District Superintendent shall be entitled to any and all benefits and incentives, including but not limited to post-employment and retirement benefits, provided to

any other District administrator as specified in the District's administrator compensation plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164) or through an individual employment contract, even though such benefits are not enumerated in this Contract. Any increase or improvement in benefits and incentives extended to any District administrator during the Term of this Contract will also be extended to the District Superintendent and become part of this Contract. To the extent there is any duplication, conflict, or inconsistency between the benefits and incentives in this Contract and those provided to any other District administrator, the District Superintendent shall receive the benefit and/or incentive most advantageous to him. Nothing contained herein shall preclude the District from providing additional benefits and incentives to the District Superintendent as may be agreed to by the parties.

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

10. PROFESSIONAL LIABILITY. The Board agrees that it will defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceeding brought against Superintendent in his individual capacity or in his official capacity as agent and employee of the Board provided the incident arose while Superintendent was acting within the scope of his employment and as such liability coverage is within the authority of the Board to provide under state law. This obligation shall survive the termination of this Contract.

11. REAPPOINTMENT/TERMINATION. This Agreement shall terminate immediately upon the expiration of the aforesaid term unless the Agreement is sooner modified or terminated in accordance with this Agreement or allowed to renew automatically in accordance with Section 1073(b) of the Public School Code, as amended, or this Agreement.

(a) Reappointment. Pursuant to Section 10-1073(b) of the Pennsylvania Public School Code of 1949, as amended, the agenda for a regular meeting of the Board of School Directors held not later than ninety (90) days prior to June 30, 2031, prior to the expiration of the Superintendent's term, shall include an item requiring the affirmative vote of five (5) or more members of the Board of School Directors of the District's intent to retain him for another three- (3) to five- (5) year term or alternatively, that another or other candidates will be considered for office. If the Superintendent is not so notified, the Superintendent's Agreement will be extended for a one- (1) year term through June 30, 2032. In addition, the Superintendent agrees to provide written notice to the Board at least thirty (30) days in advance of the ninety- (90) day notification requirement so that the matter can be listed on the Board agenda for action.

NOTE: In the event that the Public School Code would amend this notification provision, then the subsequent Amendment would be controlling as it relates to notification of the Superintendent.

(b) Termination. This Agreement may be terminated prior to the end of the Term of this Agreement as follows:

1) The Superintendent shall be subject to discharge and termination of this Agreement for valid reasons specified in Section 1080 of the Public School Code. However, the Board shall not arbitrarily or capriciously call for the Superintendent's dismissal and the Superintendent shall in any event have the right to written charges, notice of hearing, 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 Superintendent shall have the right to be present and to be heard, to be represented by counsel, and to present evidence, through witnesses, testimony, and documentation relevant to the issue. The Superintendent shall be entitled to a transcript of the record of proceedings before the Board, at no cost to the Superintendent. The Superintendent shall have the right to be represented by counsel at his sole cost and expense.

2) This Agreement may be unilaterally terminated without penalty by the resignation of the Superintendent at any time provided the Superintendent gives the Board at least ninety (90) days' written notice prior to the effective date of the resignation. If this Agreement is terminated in this manner, the District shall pay and provide to the Superintendent all his salary for days worked prior to the effective date of the resignation including any benefit payment to include but not limited to payment for unused vacation leave. The unused vacation leave will be prorated based on number of months worked in the year of resignation.

3) This Agreement may be terminated by the mutual consent, in writing, of the Superintendent and the Board. If this Agreement is terminated in this manner, the District shall immediately pay and provide to the Superintendent all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and coverages and payment for unused vacation leave, the Superintendent earned, accrued and/or is entitled to in accordance with this Agreement through the mutually agreed upon effective date of the termination of this Agreement plus any additional amount mutually agreed upon by the Board and the Superintendent.

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

12. ASSESSMENT OF PERFORMANCE.

(a) The Board shall evaluate, in writing, the performance of the Superintendent once a year during the term of this contract, no later than June 30 of each year, using a mutually agreed upon method and tool as the basis for said evaluation, provided that any assessment system selected shall require the Board of School Directors to speak in one voice by voting as an entire Board. In the event the Board consensus determines that the performance of Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to Superintendent. Superintendent shall have the right to make a written response to the evaluation. The Board's evaluation and Superintendent's response(s) shall be totally private and in no manner become public knowledge or conversation. The Superintendent's performance shall be deemed satisfactory, his objective performance standards shall be deemed to have been met and he shall not be subject to discipline or discharge on the basis of neglect of duty in any year when a formal performance assessment is not completed.

(b) The performance assessment shall be used for the following purposes:

- 1) To strengthen the working relationship between the District and Superintendent and to clarify for Superintendent and individual members of the Board of School Directors, the responsibilities the Board relies on the Superintendent to fulfill; and
- 2) To discuss and establish goals for the ensuing year.

(c) Performance Expectations, Including Objective Performance Standards. The performance of the Superintendent shall be assessed in part against objective performance standards that have been mutually agreed upon by the Board and the Superintendent. The District shall post the mutually agreed upon objective performance standards on the District website and shall also annually post whether or not the Superintendent met the agreed upon objective performance standards. The Board and Superintendent hereby mutually agree to the objective performance standards, which are attached hereto as Appendix B and incorporated herein by reference, and which shall be reviewed and updated as necessary on or before July 1st of each year of this Agreement, unless another date is mutually agreed upon by the Board and Superintendent.

13. DISABILITY OF SUPERINTENDENT. Should Superintendent be unable to perform his duties by reason of illness, accident, or other causes beyond his control, such that a "disability" as defined in the disability insurance contract maintained by the District shall be effective, and the disability continues for a period of sixty (60) days, then the following provisions shall be applicable to this Agreement:

(a) He shall be paid his full salary for the period of ninety (90) days, immediately subsequent to his disability (or such longer period required to qualify for benefits under the District's long-term disability policy), provided, however, that any accumulated sick leave shall be applied against this period.

(b) Upon termination of this ninety- (90) day (or longer if applicable) period provided in Paragraph (a) above, and provided he satisfies the requirements for payment under the District's then-existing District-paid disability income insurance policy, he shall be entitled to receive such disability payment for such period of time as is provided for in the policy.

(c) If after a twelve- (12) month period the disability is determined by the Board, based upon competent evidence, to be permanent or irreparable, District may, at its option, terminate this Agreement provided, however, the Board shall strictly comply with the provisions of Section 1080 of the Public School Code (24 P.S. §10-1080), whereupon the respective duties, rights, and obligations contained herein shall terminate except for such rights as Superintendent shall have under the disability policy referenced in this Section of the Agreement.

(d) District shall secure and maintain a disability income insurance policy for Superintendent in an amount equal to sixty-six and two-thirds (66 2/3%) percent of his base annual salary herein established or subsequently negotiated, subject to a ninety- (90) day waiting period, with monthly benefits payable to no less than the age as prescribed in such policy.

14. INVESTIGATIONS.

In the event that the Board of School Directors directs that any investigation of the District Superintendent's conduct or performance be undertaken, the District Superintendent shall be: (i) notified of the occurrence and purpose of such investigation prior to the commencement of the same; (ii) granted access to all documents or reports generated by such an investigation and; (iii) granted the opportunity to respond, verbally or in writing, to any documents, findings or conclusions derived from such an investigation prior to the investigation being concluded. Any investigations undertaken by the Board shall be completed in private without any public disclosure by the Board or the District Superintendent of the commencement or progress of the same.

15. MISCELLANEOUS.

(a) This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(b) All references to the Public School Code of 1949 contained herein shall also refer to any amendments to such Act or to any recodification of such Act.

(c) This Agreement shall be binding upon the parties, their heirs, executors, administrators, successors, or assigns.

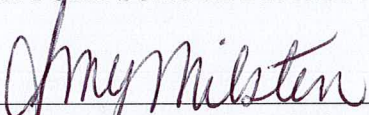
16. ENTIRE AGREEMENT. This Agreement constitutes the full and complete understanding between the parties hereto. Any attempt to modify or amend this agreement shall be effective only upon the execution of written document by all parties hereto embodying such changes as have been agreed upon. Any prior written agreement, documents, contracts, or writings of any kind between the

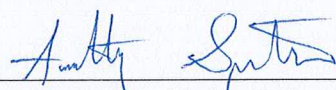
parties are superseded by this Agreement. Neither party hereto has made or relied upon any statement, representation, or warranty not expressly set forth herein as an inducement to enter into this Agreement.

17. UNLAWFUL PROVISION. 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 violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the 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.

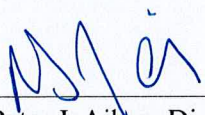
IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND thereby, the parties have caused this AGREEMENT to be duly executed the day and year first above written.

CENTRAL YORK SCHOOL DISTRICT:

By:  09/29/25
President, Board of School Directors Date

Attest:  9/25/25
Secretary, Board of School Directors Date

DR. PETER J. AIKEN:

By:  30 Sept 2025
Dr. Peter J. Aiken, District Superintendent Date

