

**CONTRACT FOR EMPLOYMENT
OF WARWICK SCHOOL DISTRICT ASSISTANT SUPERINTENDENT**

THIS CONTRACT is made and entered into this 17th day of November, 2020, by and between WARWICK SCHOOL DISTRICT, 301 West Orange Street, Lititz, Pennsylvania 17543 (District) and DR. MELANIE CALENDER, 48 Field Lane, Lititz, Pennsylvania, (Dr. Calender).

The Board of School Directors of the District, at a regularly scheduled meeting duly and properly held on November 17, 2020, appointed Dr. Calender to the office of Assistant Superintendent in accordance with the provisions of §508, §1073 and §1076 of the Public School Code of 1949. The parties have agreed upon certain terms and conditions of Dr. Calender's 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. Employment. Dr. Calender is hereby retained as Assistant Superintendent for a term of office of five (5) years commencing on July 1, 2021 through June 30, 2026. This Contract shall terminate on June 30, 2026 unless the Contract is renewed for an additional term pursuant to §1076 of the Public School Code of 1949, as amended, 24 P.S. §10-1076.

2. Duties.

The authorities, duties and responsibilities of Dr. Calender to the District shall be all of those authorities and duties incident to the office of Assistant Superintendent pursuant to the laws of the Commonwealth of Pennsylvania, including the rules and regulations as prescribed by the Department of Education and Secretary of Education, and including other additional duties, consistent with her position, as from time to time may be reasonably assigned to Dr. Calender by the District Superintendent and/or the Board of School Directors, in accordance with §1082 of the Public School Code of 1949.

3. Compensation and Benefits.

(a) In consideration of the performance by Dr. Calender of her duties as Assistant Superintendent, the salary payable to Dr. Calender for the first year of service (July 1, 2021 through June 30, 2022) shall be One Hundred Fifty Thousand Dollars (\$150,000), to be paid in installments in accordance with the policy of the Board of School Directors governing payment of salary to other administrative members of the professional staff. The parties agree annually to review and adjust

the salary and benefits to be provided for Dr. Calender during the term of this Contract, provided that any salary adjustment does not reduce the annual salary in effect at any given time. Any adjustment in the salary made during the term of this Contract shall constitute an amendment of this Contract, which shall become a part hereof. In making any such amendment, it shall not be considered that the District has entered into a new Contract with Dr. Calender or that the term of this Contract has been extended. However, the District may, by specified action, extend the term of this Contract, if the same is agreeable to the parties and is permitted by law.

(b) Dr. Calender shall be entitled to the greater of the benefits specified in this Contract or those benefits provided other administrative members of the professional staff. The benefits currently provided to other administrative members of the professional staff are described in the District's Executive Team Benefits (see the attached Exhibit A).

(c) The District shall reimburse Dr. Calender for costs reasonably and necessarily incurred to attend and participate in meetings, conferences, conventions and seminars related to the duties of her position, to the education program of the District, or for leadership development and/or leadership coaching.

4. Outside Activities. Dr. Calender agrees to devote during the term of this Contract her full working time, attention, energies, skills and labor to her employment as Assistant Superintendent; provided, however, that she may undertake outside extra-curricular activities such as consultative work, speaking engagements, writing, lecturing or other professional duties and obligations, if the District Superintendent is informed in advance and so long as such activities do not conflict with performance of her obligations under this Contract.

5. Formal Written Assessment of Performance.

(a) No later than August 31 of each year, the District Superintendent, in consultation with the Board of School Directors, shall evaluate, in writing, the performance of Dr. Calender. The evaluation shall utilize a mutually agreed upon method as the basis for said evaluation, provided that any performance assessment selected shall include a self-assessment by Dr. Calender. In the event the District Superintendent determines that the performance of Dr. Calender 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 Dr. Calender. Dr. Calender shall have the right to make a written response to the

evaluation. The evaluation by the District Superintendent and Dr. Calender's response(s) shall be private and shall be retained in confidence, except to the extent that the District is required, pursuant to §1073.1(b.1) of the Public School Code of 1949, as amended, 24 P.S. §10-1073(b.1), to post the date of the assessment and whether or not the Assistant Superintendent has met the agreed upon objective performance standards on the District's publically accessible Internet website. The parties shall have the right to mutually waive a formal performance assessment in any year of this Contract; provided, however, that Dr. Calender 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 formal written performance assessment shall be used for the following purposes:

(i) To strengthen the working relationship between Dr. Calender, the District Superintendent and the Board of School Directors and to clarify for Dr. Calender;

(ii) To discuss and establish goals for the ensuing year; and

(iii) To establish the basis for possible incremental adjustments

in the annual salary rate for Dr. Calender.

(c) The Board of School Directors, the District Superintendent and Dr. Calender agree that Dr. Calender's performance as Assistant Superintendent will be evaluated by the objective performance standards which are attached to the Contract as Exhibit "B," and which are made a part of this Contract. The objective performance standards shall be posted on the District's publically accessible Internet website.

(d) Beginning on June 30, 2017, and continuing on June 30 of each successive year of the term of this Contract, the District Superintendent, in consultation with the Board of School Directors, shall meet with Dr. Calender to determine if the written objective performance standards shall be modified. In the event that all parties agree to modify the objective performance standards, the modification(s) shall be set forth in writing, shall be attached to this Contract and made a part of the Contract, and shall be posted on the District's publically accessible Internet website.

6. Reappointment. At a regular meeting of the Board of School Directors occurring at least one hundred eighty (180) days prior to the expiration date of the

term of office of Dr. Calender, the agenda shall include an item requiring affirmative action by five or more members of the Board of School Directors to notify Dr. Calender that the Board of School Directors intends to retain her for a further term of from three (3) to five (5) years or that another or other candidates will be considered for the office. In the event that the Board of School Directors fails to take such action at a regular meeting of the Board of School Directors occurring at least one hundred eighty (180) days prior to the expiration date of the term of office of Dr. Calender, she shall continue in office for a further term of similar length to that which she is serving.

7. Vacation and Sick Leave.

(a) Dr. Calender shall be entitled to the greater of five (5) weeks of vacation or the maximum vacation provided pursuant to Board policy to any other administrative employee. For vacations in excess of five (5) consecutive days, Dr. Calender shall submit her vacation schedule to the District Superintendent. Up to ten (10) days vacation may be accumulated for use into the next year.

(b) For each year of the term of this Contract, Dr. Calender may elect in writing to forego using up to five (5) days of vacation leave. Upon receiving the

election, the District shall pay to a §403(b) tax sheltered plan for Dr. Calender a sum equal to the number of vacation days which Dr. Calender has elected to forego times Dr. Calender's per diem rate for the year of the election.

(c) The Board of School Directors shall provide sick leave for Dr. Calender at the rate of one (1) day per month or twelve (12) days per year. Accumulation of sick leave shall be in accordance with the provisions of the Public School Code.

8. Hospitalization. The Board of School Directors shall provide hospitalization and major medical insurance for Dr. Calender and members of Dr. Calender's immediate family in accordance with the group insurance plan currently in effect for administrative personnel as modified and supplemented from time to time.

9. Disability. Should Dr. Calender be unable to perform the duties and obligations as set forth in this Contract by reason of illness, accident or other causes beyond Dr. Calender's control, and such disability exists for a period of more than thirty (30) days beyond the exhaustion of accumulated sick leave days and vacation days during any school year, then the Board of School Directors, at its discretion,

may make a proportionate deduction from her salary. If such total disability continues beyond six (6) months or is permanent, irreparable or is such as to make the performance of Dr. Calender 's duties impossible, the Board of School Directors, at its option, may terminate this Contract whereupon the respective duties, rights and obligations of the parties shall terminate.

10. Mandated and Other Benefits. The Board of School Directors shall continue all benefits currently provided and/or as are mandated and applicable for the position of Assistant Superintendent according to the terms of the Public School Code, together with such other benefits as may be afforded by the Board of School Directors from time to time to other administrators employed by the District. Additionally, the District will pay one hundred (100%) percent of health, vision, and dental insurance premiums and co-pays for Dr. Calender and her dependents.

11. Professional Liability.

(a) The Board of School Directors shall defend, hold harmless, and indemnify Dr. Calender from any and all demands, claims, suits, actions and legal proceedings brought against Dr. Calender in her individual capacity, or in her official capacity as agent and employee of the District, provided the incident arose while Dr.

Calender reasonably believed she was acting within the scope of her employment, and provided that Dr. Calender has not committed an unauthorized, criminal or willfully unlawful act causing such incident.

(b) If, after first consulting with the Board of School Directors, and/or its counsel, Dr. Calender is able to demonstrate that a reasonable basis of conflict exists regarding the defense of a qualified claim, as above provided, between the legal position of Dr. Calender and the legal position of the District, Dr. Calender may engage private counsel upon further written notice to the Board of School Directors, in which event the Board of School Directors, shall indemnify Dr. Calender for reasonable costs of such legal counsel.

(c) The provisions of this section shall not limit the rights and obligations of Dr. Calender pursuant to the provisions of the Political Subdivision Tort Claims Act.

12. Termination of Contract. This Contract may be terminated upon any of the following events:

(a) Agreement. Mutual agreement of Dr. Calender and the Board of School Directors.

(b) Resignation/Retirement. Resignation or retirement of Dr. Calender.

(c) Disability of Dr. Calender. In the event Dr. Calender is disabled and unable to perform the essential functions of the job with or without reasonable accommodations for a period of six (6) consecutive months, then the District may, by notice to Dr. Calender given prior to the date Dr. Calender is able to resume performance of her duties, terminate this Contract.

(d) Termination for Cause. Dr. Calender's employment may be terminated for cause. The Assistant Superintendent shall be subject to discharge for valid and just cause for the reasons specified in §1080 of the Public School Code. The District Superintendent shall not arbitrarily or capriciously call for her dismissal, and the Assistant 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 of School Directors, the Assistant Superintendent shall have the right to be present and to be heard, to be represented by counsel, and to present evidence, through witnesses and testimony, relevant to the issue. A transcript of the

record of proceedings before the Board of School Directors shall be made available without charge to the Assistant Superintendent. Assistant Superintendent shall have the right to be represented by counsel at her sole cost and expense.

13. Modification. Notwithstanding any term or provision herein or elsewhere, oral or in writing, this Contract shall not be modified except in writing executed by Dr. Calender and approved by the Board of School Directors.

14. Savings. If during the term of this Contract it is determined that a specific clause of this Contract is illegal or unenforceable, the remainder of this Contract not affected by such ruling shall remain in force. This Contract contains the entire agreement between the parties and may not be changed or altered except in writing executed on behalf of both parties.

15. Statutory References. All references to the Public School Code contained herein shall also refer to and incorporate any amendment or recodification of the Public School Code.

16. Governing Law. This Contract shall be governed by 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 above written.

WARWICK SCHOOL DISTRICT

By: _____ (SEAL)
Michael R. Landis, President,
Board of School Directors

By: _____ (SEAL)
Janice Boyer, Secretary
Board of School Directors

By: _____ (SEAL)
April Hershey, Ed.D.,
District Superintendent

MELANIE CALENDER, Ed.D.

_____ (SEAL)
Assistant Superintendent