

SCHOOL DISTRICT SUPERINTENDENT'S AGREEMENT

ARTICLE 1- AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of September 2019, by and between the **STEEL VALLEY SCHOOL DISTRICT** with offices located at 220 East Oliver Road, Munhall, Pennsylvania 15120, (hereinafter referred to as the "School District")

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EDWARD WEHRER, an individual residing at 2905 John Street, Munhall, Pennsylvania, 15120 (hereinafter referred to as the "Superintendent").

PREAMBLE

WHEREAS, the Steel Valley School District Board of School Directors at a public meeting of said Board duly and properly called on the 26th day of September, 2019, did elect to amend and extend the term of office of Edward Wehrer to the office of Superintendent for such School District in accordance with the provisions of Sections 508, 1101, 1071, 1073 and 1080 of the Pennsylvania Public School Code of 1949, as amended, (24 P.S. §1-101, et seq.), 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 with the intent to be legally bound.

NOW THEREFORE, the parties for the consideration of the mutual covenants herein set forth and with the intent to be legally bound do hereby agree as follows:

ARTICLE I - TERM AND ACCEPTANCE OF AGREEMENT

1.00 The School District, by a majority vote of the Board of School Directors, did re-elect Edward Wehrer to the position of Superintendent of Schools of the Steel Valley School District for a term of Three (3) years, commencing on July 1, 2020, and ending on midnight, June 30, 2023, and the Superintendent hereby accepts the position of Superintendent of the Steel Valley School District subject to the terms and conditions herein after set forth; provided, however, that the District shall have the right to assign and/or terminate this Agreement for any

of the reasons set forth in Section 1080 or 1083.1 of the Public School Code (24 P.S. § 10-1080 or 24 P.S. § 10-1083.1).

ARTICLE II - NATURE AND TERMS

Duties and Full-time Employment

2.00 During the term of this Agreement, the Superintendent agrees to perform the duties of the Superintendent pursuant to Section 1081 of the Public School Code in a competent and professional manner in accordance with the laws and regulations of the Commonwealth of Pennsylvania, the United States of America, the policies of the School District, and direction of the Board of Directors together with the provisions of this Agreement, and to act as the Chief Administrator of the School District who shall have a seat on the Board of School Directors of the School District, with the right to speak on all matters before the Board, but not the right to vote. The Superintendent shall attend all regular and special meetings of the Board and all committee meetings thereof, both open and closed, except those relating to his own employment or the meetings from which the Superintendent has been excused or excluded by the Board. The Superintendent shall serve as an advisor to the Board and to its committees in all matters affecting the School District. The Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its attention to the Superintendent for his study, disposition, and/or recommendations.

2.01 The Superintendent shall have a direct line of authority and responsibility from the Board of School Directors to administer the School District. All other administrators in the district shall report directly to the Superintendent. Nothing contained herein shall preclude individual school administrators, or any other professional employee or employee or citizen from having contact and communicating directly with the Board of School Directors, or any one of its members.

2.02 The Superintendent shall be responsible for the following specific duties in addition to the general duties required by law, regulation or policy:

- (a) Recommending and advising the Board of School Directors as to the employment of all employees, and to assign duties and direct professional

employees, administrative employees and other employees of the School District;

- (b) Participating in the preparation of the annual budget, and to make recommendations to the Board and/or its committee as to budget revenues and expenditures;
- (c) Organizing, supervising and direct the administrative and supervisory staff of the School District;
- (d) Establish and maintain effective procedures and controls for the expenditures of all school funds in accordance with the annual school budget, subject to the directions and approval of the Board;
- (e) Suggest regulations, procedures, rules and policy to the Board for the efficient and proper operation of the School District;
- (f) To implement all policy, procedures and rules adopted or directed by the Board, and to implement rules and procedures for matters not as yet addressed by the Board;
- (g) To keep the Board informed of all serious incidents that have occurred in the district, and/or complaints received by the administration on the conduct of any student or employee, professional, administrative and non-professional;
- (h) Keep the Board informed as to the operation of the school system and to make recommendations for a more efficient operation thereof;
- (i) To organize, supervise, and direct the administration of the School District, and its Supervisory staff;
- (j) To provide the Board with all information pertinent to its legislative role;
- (k) To supervise and ensure that all reports required by the Pennsylvania Department of Education or any other agency or Department of the Commonwealth or United States of America are prepared accurately and filed timely;

- (l) To inform the Board and the School Solicitor of all matters that may require or involve legal action;
- (m) To make recommendation to the Board on a school calendar, courses of study, and text books, or the possible necessity for additional or deletion of schools or departments and courses of study;
- (n) To establish the criteria and to supervise the annual ratings of professional employees, administrative employees, and temporary professional employees consistent with section 11-1123 of the Public School Code;
- (o) To implement any policy, rule or regulation adopted or directed by the Board;
- (p) To recommend the hiring, suspension, demotions or terminations of employees, professional, administrative employees or staff, or non-professional.
- (q) To perform all the duties incident to the office of the Superintendent as set forth in the Public School Code and such other duties as may be legally prescribed by the Board of School Directors;

ARTICLE III

Legal Qualifications

3.01 The Superintendent covenants that he possesses all of the qualifications and certifications that are required by law to serve as a Superintendent. The Superintendent agrees to maintain throughout the term of this Agreement, or any renewal thereto, a valid and current commission or other legal credentials as may be required by law and to present the same to the Board of School Directors. The Superintendent further agrees to subscribe to and to take the proper oath of office before entering upon his duties. The Superintendent shall acquire and submit to the Board all required Certifications from the Department of Education and all clearances required by law such as back ground check as required by Act of December 16, 1994, P.L. 11292, No151 Section 4, as amended, and a criminal back ground check as required by law, and any other clearances required by law. Any impediment on said checks will void this Agreement.

Assessment of Performances

3.02 (1) It is agreed by the parties hereto that a regular, annual formal assessment of performance shall be the means by which the School District shall assess the performance of the Superintendent. The performance assessment shall be conducted in a private session limited to members of the Board of School Directors and the Superintendent, unless such session requires legal counsel. In the event that legal council is requested or required, then either party shall have the option to have legal counsel present. The Board may formally evaluate the Superintendent, with the first evaluation under this Agreement to be completed no later than July 30, 2021, based on the criteria of duties and requirements of the office of Superintendent for the prior school year, set forth in the Superintendent's prior contract, and for the subsequent years, the Board may formally evaluate the Superintendent no later than July 30, which assessment shall be based on the criteria, standards and requirements set forth in this agreement and annually thereafter. A summation of the findings may be transmitted to the Superintendent either verbally or in writing. The formal evaluation procedure does not preclude the Board from informally providing the Superintendent with timely verbal feedback pertaining to his job performance as such performance is viewed by the Board. The parties hereto agree that upon completion of the performance assessments, the Board of School Directors shall post the date of the assessment and whether or not the Superintendent met the agreed to objective performance standards on the School District's publicly accessible Internet website. Nothing contained herein shall prevent the School District from using any such evaluation in a dismissal hearing properly brought under Section 1080 of the Code. The purposes of the performance shall be as follows:

- (a) To strengthen the working relationship between the Board of School Directors and the Superintendent in order to enhance the Superintendent's effectiveness, and to clarify for the Superintendent and for Board Members the responsibilities which the Board expects the Superintendent to fulfill.
- (b) To discuss and establish goals for the ensuing year; and
- (c) To enhance the Superintendent's and his staff's effectiveness.

3.02 (2) Criteria of Evaluation:

The objective performances standards for the annual evaluation of the Superintendent performance by the Board of Directors shall be based on the following:

- (a) Achievement of annual measurable objectives established by the School District;
- (b) Achievement on Pennsylvania System of School Assessment (PSSA) tests;
- (c) Achievement on Keystone Exams;
- (d) Student growth as measured by the Pennsylvania Value-Added Assessment System;
- (f) Attrition rates or graduation rates;
- (g) Financial management standards;
- (h) Standards of operation excellence;
- (i) Any other additional criteria deemed relevant and mutually agreed to by the Board of School Directors and the District Superintendent.

(j) In the event that the State Board of Education promulgate regulations pursuant to the Act of June 25, 1982 (P.L. 633, No. 181) known as the “Regulatory Review Act”, to implement the objective standards to evaluate the performance of a Superintendent, then those future regulation shall automatically be included in this contract as if full set forth from the date the regulations become effective.

3.02 (3) Removal:

(a) The District Superintendent may be removed from office and have his Agreement terminated, after hearing, by a majority vote of the Board of School Directors of the School District, for neglect of duty, incompetency, intemperance, or immorality, of which hearing notice of at least one week has been sent by mail to the accused, as well as to each member of the Board of School Directors.

(b) The Board of School Directors shall publicly disclose at the next regularly scheduled monthly meeting the cause or reason for the removal from office of the District Superintendent.

(c) Proceedings to remove the Superintendent from office shall be pursuant to the requirements of the Pennsylvania School Code and the Local Agency Act, 2 Pa. C.S.A. Chapter 5 Subchapter B, relating to procedures of local agencies.

3.02 (4) Post Retirement Benefits:

The Superintendent shall receive only the postretirement benefits under this contract that are specifically specified.

3.02 (5) Severance:

There is no severance compensation provided for in this agreement in the event of early severance of employment of the Superintendent.

3.03 The Superintendent shall, subject to the supervision and authority of the School Board and its successors, serve as Superintendent for the School District performing those duties as set forth in the Code, and the policy of the School District as the same may be amended from time to time, the duties set forth in this Agreement, and such other duties and responsibilities as may be assigned to the Superintendent from time to time by the School Board.

ARTICLE IV - SCHOOL DISTRICT

4.00 The School District on its own behalf and on behalf of the electors of the District hereby retains 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. The School District shall be limited only to the specific and expressed terms of this Agreement.

ARTICLE V - COMPENSATION AND BENEFITS

Compensation

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

(a) The established annual Salary shall be paid in equal installments in accordance with the policy or agreement governing other twelve (12) month Management Employees in the School District unless otherwise agreed between the parties hereto.

- (b) The Compensation of the Superintendent shall not be decreased during the term of this Agreement, or through any amendment or extension of this Agreement, without the written mutual agreement by the parties hereto.
- (c) (1) The annual Salary of the Superintendent for the term of this contract shall be: One Hundred and Thirty Eight Thousand Seven Hundred Seven and 65/100 (\$138,707.65) Dollars for the initial school year of July 1, 2020 through 2021; and thereafter, the Superintendent's salary shall be increased each school year that this contract is in effect by two and seven-tenths per cent (2.7%) annually commencing on the anniversary date of July 1 each school year;
- (2) In the event that this contract is renewed by operation of law pursuant to Section 10-1073 (24 P.S. § 10-1073), then the annual salary of the Superintendent for the renewal year shall be the last annual amount under this Agreement, which shall be increased on the anniversary date of July 1, 2023 by the aforesaid two and seven-tenths per cent (2.7%) annual increase.
- (d) The Superintendent shall receive contributions in the amount of Two Hundred Dollars (\$200) per pay period to his 403(b) account from the School District, with said contributions totaling Five Thousand, Two Hundred Dollars (\$5,200) annually.

Vacation and Holidays

5.01 The Superintendent shall receive twenty (20) working days of vacation per school year, exclusive of legal holidays set forth in School District Policy in force on the first day of this agreement. The Superintendent shall make every effort to schedule his vacation in advance during the summer months or at such times when school is not in session. Vacations shall not be scheduled during the week before the first teacher workday or within the months of May and June without prior Board approval. The Superintendent may schedule his annual vacation in the duration of up to thirty (30) days if thirty days have been accrued. If more than thirty (30) days have accrued, the days will be lost if not used by the Superintendent prior to the end of the annual school year. If there is a resignation by the Superintendent prior to the expiration date of this Agreement, then unused vacation days shall be prorated and reimbursed accordingly based on the number of days worked compared to the number of workdays remaining during the term

year, but in no event shall the number of reimbursable unused vacation days exceed thirty (30) days.

Sick Leave

5.02 The Superintendent shall be entitled to twelve (12) working days sick leave annually. Unused sick leave days shall be cumulative, and may be supplemented at the discretion of the School Board. The Superintendent may elect during each year of this Agreement to sell back up to five (5) accumulated sick days to the School District, with said sick days paid at the Superintendent's per diem rate. Further, upon severance from his employment with the School District, the Superintendent shall be entitled to receive compensation for all unused, accumulated sick leave in the amount of Two Hundred Dollars (\$200) per sick day.

Other Leaves

5.03 The Superintendent shall be entitled to such other leaves of absence as are provided for professional employees in the Public School Code and the policies and regulations of the School District, and as set forth in the Act 93 agreement.

Insurance Benefits

5.04 The Superintendent shall receive School District provided insurance benefits as follows:

- (a) Medical, Hospital, Dental, Vision Care, and Life Insurance Benefits. During the term of this Agreement, the Superintendent shall be entitled to such health insurance coverage and options as are available to the members of the Steel Valley Education Association. At the time of the signing of this Agreement the health insurance coverage is the Allegheny County School Health Insurance Consortium (ACSHIC) EPO Plan. In addition, the Superintendent shall receive full dental and vision insurance at the School District's expense. The Superintendent shall be eligible to receive family coverage for the health, dental and vision insurance provided herein.
- (b) A life insurance policy, at District expense, as these are made available under the provisions of the School District's Group Insurance Plans, with the proviso that

he shall be covered by a term life insurance policy in the amount of seven hundred fifty thousand dollars (\$750,000.00).

- (c) The Superintendent shall be entitled to the continuation of the same protection and coverage afforded under the Disability Insurance Policy in effect on the date of this Agreement, or any amendments thereto.
- (d) The Superintendent, in his sole discretion, may elect not to receive the health care insurance coverage that is heretofore set forth in paragraph 5.03 (a) for any specific year of this Agreement. If the Superintendent does so elect, the Superintendent shall receive 43% of the annual premium for the level of benefits to which the Superintendent was eligible for each year of such election in lieu of such health care insurance. If elected, the aforesaid amount will be paid either in a lump sum or will be included into the Superintendent's annual salary to be paid in equal installments in accordance with paragraph 5.00 (a) of this agreement, at the Superintendent's discretion. Any such election by the Superintendent shall be made at least seven days prior to July 1 of any contract year that such election is to be effective. Each contract year requires a new election by the Superintendent for payment in lieu of aforesaid health benefits. If no election is made by the Superintendent at least seven (7) days prior to July 1, the commencement of the new school year in any contract year, then the Superintendent shall receive the health care insurance coverage as set forth in paragraph 5.03(a) for that contract year.

Comprehensive Medical Examination

5.05 The Superintendent agrees to have a comprehensive medical and visual examination once each year during the term covered by this Agreement, and to authorize the consulting physician to file with the President of the Board of School Directors a statement certifying to his physical competency, which statement shall be held in confidence by the Board. Cost of said medical and visual examination shall be borne by the School District.

Meetings, Conventions and Seminars

5.06 At a minimum, the Superintendent shall be authorized to attend at least one (1) in-state educational conference. The School District considers the expenses involved in such activities to be directly related to his duties and appropriate for reimbursement. Expense reimbursement for such activities shall be provided in accordance with procedures described in School District policy.

Transportation

5.07 The School District shall provide the Superintendent in performance of his duties during the term of this Agreement, with mileage expense reimbursement in the amount of the maximum allowable reimbursement by the Internal Revenue Service for use of personal motor vehicles for school district business. Commuting to or from work or to attend a meeting within the School District shall not be considered mileage eligible for reimbursement.

Professional Association Membership

5.08 The School District shall provide the Superintendent with annual memberships in at least three (3) professional associations; i.e., American Association of School Administrators, Pennsylvania Association of School Administrators, Association for Supervision and Curriculum Development, Pennsylvania Association of School Personnel Administrators and Phi Delta Kappa; cost of said membership dues to be paid by the School District. The professional associations shall be selected by the Superintendent.

Tuition Payment and Reimbursement

5.09 The School District agrees that during the term of this Agreement it shall pay on the Superintendent's behalf any tuition and fees, not to exceed twelve thousand dollars (\$12,000.00) per contract year, incurred by the Superintendent in working toward and obtaining his doctorate degree. The parties agree that in the event the Superintendent leaves employment with the School District prior to the end of this Agreement, he shall be required to repay the School District in accordance with the following schedule:

- A. If the Superintendent leaves the employ of the School District within one (1) calendar year after he receives reimbursement, the Superintendent must repay the School District 75% of the tuition reimbursement paid to him.
- B. If the Superintendent leaves the employ of the School District within two (2) calendar years after he receives reimbursement, the Superintendent must repay the School District 50% of the tuition reimbursement paid to him.
- C. If the Superintendent leaves the employ of the School District within three (3) calendar years after he receives reimbursement, the Superintendent must repay the School District 25% of the tuition reimbursement paid to him.

In the event the Superintendent is required to repay any tuition reimbursement paid to him, he shall have three (3) calendar years from the date of his resignation to make such payment to the School District.

Other Benefits

5.10 Unless specifically provided for herein, the Superintendent shall receive any other personal benefits and incentives provided to any other professional employees of the School District even though such benefits and incentives are not otherwise enumerated in this Agreement and are set forth in the Act 93 agreement and any amendments thereto. Nothing contained herein shall preclude the School District from providing additional benefits for the Superintendent as may be agreed between the parties.

Cell Phone

5.11 The Superintendent shall receive a monthly allowance of One Hundred Dollars (\$100.00) for use of a cell phone.

Publishing and Consulting

5.12 The Superintendent agrees to devote his full-time attention, energies, skill and labor to his employment as Superintendent during the term of this Agreement or any renewal thereto, provided however, the Superintendent retains the right to author articles for publication, or engage in educational consulting or any other activities of an educational nature with or without compensation, so long as such activity does not interfere with the duties of the Superintendent as established by this Agreement.

ARTICLE VI - REAPPOINTMENT AND TERMINATION

6.00 The School District and Superintendent hereby agree that the following provisions shall be applicable for the term of this Agreement, or any extension or renewal of this Agreement.

- (a) This Agreement may be changed or terminated by mutual consent of the parties except for the purpose of official retirement of the Superintendent, provided, however, that the party seeking a change or termination shall give no less than sixty (60) days written notice to the other party. Vacation days, sick days or emergency or family leave may not be used by the Superintendent as part of the sixty (60) days' notice.
- (b) The Superintendent shall, throughout the term of this Agreement, be subject to termination of contract for valid and just cause for reasons specified under Section 1080 of the Public School Code (24 P.S. § 10-1080). However, the School District shall not arbitrarily and capriciously call for his dismissal without first providing the Superintendent with written charges, adequate notice of a hearing, a fair and impartial hearing, all elements of due process, and the right to appeal to a court of competent jurisdiction. Should the School District assert or bring any charges against the Superintendent pursuant to this paragraph, which charges do not result in the termination of his Employment Agreement and his removal as Superintendent; then in such event, the School District shall pay any and all reasonable costs and expenses incurred by the Superintendent in defending said charges. In the event said charges result in the termination of the Superintendent Employment Agreement and his removal as Superintendent, and said charges, termination and/or removal are subsequently determined to be improper, unlawful or unauthorized by a court of final jurisdiction in the Commonwealth of Pennsylvania, then the School District shall pay any and all reasonable costs and expenses incurred by the Superintendent in the defense and appeal of said termination and/or removal. Should a dispute arise as to the reasonableness of said costs and expenses under this paragraph, then the dispute shall be resolved by

application to the President Judge of the Court of Common Pleas of Allegheny County, Pennsylvania.

- (c) The School District shall notify the Superintendent in writing by certified mail, of any formal Board action that is taken not later than ninety (90) calendar days prior to the expiration of this contract of the School District's intent not to reappoint the Superintendent. Should the Superintendent not be so notified, the Superintendent shall be reappointed for an additional of one (1) school year and the terms and conditions of this Agreement shall be incorporated in a Successor Agreement unless mutually agreed otherwise by the Board of School Directors and the Superintendent.
- (d) The Superintendent retains the right to retire at any time. If the Superintendent opts to retire while still employed by the Steel Valley School District, then the Superintendent shall receive the same retirement benefits from the School District that any other Steel Valley School District professional employee would receive with the same years of service as set forth in the professional employee's bargaining agreement in effect on the date of retirement. The Superintendent's said option to retire shall remain in effect until the end of term set forth above or any renewal thereto, even if the Superintendent is within the final ninety (90) days of the Superintendent's term of office.

6.01 In the event of termination of this Agreement, the Superintendent agrees to remove all of his personal belongings from the office of the Superintendent no later than three (3) days following the termination of this Agreement. Personal belongings shall mean objects personally owned by the Superintendent. No property of the School District shall be removed. The District's property includes all documentation and written notes of the Superintendent which were the product produced during the period of employment. All files and the content therein are the property of the School District, and shall not be removed. The Superintendent shall return all property of the School District in the possession of the Superintendent, including but not limited to keys, files, books, phones and equipment, including all computer files and saved e-mails, or any other electronically saved data or material.

ARTICLE VII - OBLIGATIONS

7.00 This Agreement shall be binding upon the parties, their successors or assigns.

ARTICLE VIII - UNLAWFUL PROVISION

8.00 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 has never been in conflict with the law.

ARTICLE IX - STATUTE REFERENCES

9.00 All references to the Public School Code contained herein shall also refer to any amendment or recodification of such Code.

ARTICLE X- PERMANENT DISABILITY

10.00 In the event that the Superintendent is unable to perform his duties by reason of illness or accident, and if said disability continues for more than five (5) calendar months, then the School District at its discretion may make a proportionate deduction from the salary provided in this agreement or subsequent amendment. If after said five (5) calendar months, the said disability is determined by an agreed upon physician to be permanent or irreparable, the School District may, at its option, terminate this Agreement, whereupon the respective duties, rights and obligations contained herein shall terminate. Provided, however, the Superintendent shall be entitled to the same personal insurance benefits and sickness disability benefits as set forth in the District's Act 93 Agreement.

ARTICLE XI – DEFINITIONS AND STATUTORY REFERENCES

11.00 Certain terms appearing throughout this Agreement shall have meaning as defined in this section of the Agreement. The definitions appear in alphabetical order for the purpose of easy reference.

- (a) “Compensation” shall mean the total value of annual Salary provided to the Superintendent by the School District for services rendered by him. The total amount of Compensation shall be established in accordance with the provisions of this Agreement.
- (b) “Administrative Employee or staff” shall mean an employee of the School District under contract to perform responsibilities as a principal, district level professional supervisor, business manager, Assistant Superintendent, Director of Student Personnel and Special Service, or similar duties as those listed regardless of nomenclature.
- (c) “Professional Employee” shall include those who are certificated as teachers, supervisors, supervising principals, principals, assistant principals, vice-principals, directors of vocational education, dental hygienists, visiting teachers, home and school visitors, school counselors, child nutrition program specialists, school librarians, and school nurses.
- (d) “Salary” shall mean the portion of Compensation provided annually in installments through payroll to the Superintendent for services provided to the School District. The total amount of Salary shall be established in accordance with the provisions of this Agreement.
- (e) “School District School Board or Board ” shall mean the Board of Directors of the Steel Valley School District who are elected or appointed under the provisions of Section 301 of the Public School Code and the rules and regulations established by the School District under provision of Section 407 of the Public School Code.
- (f) “School Fiscal Year” shall mean July 1 through June 30 of each year of this Agreement.
- (g) Term year shall mean July 1 of the current year through June 30 of next succeeding year.

Statutory References

11.01 All references to the Pennsylvania Public School Code of 1949 or regulations of the Pennsylvania Department of Education, and the laws of the Commonwealth of Pennsylvania,

the United States of America or any relevant regulations of the Commonwealth of Pennsylvania and the United States of America shall also refer to and incorporate any amendment or recodification of the same.

11.02 This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. This agreement is effective if a majority of the Board of Directors approve this agreement at a public meeting of the Board of Directors of the Steel Valley School District.

11.03 No provisions of this agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed in writing signed by the President of the Board of School Directors subsequent to authorization by a majority of the entire Board of School Directors at a duly advertised public meeting of said Board of School Directors.

ATTEST:



John Zenone, Secretary

STEEL VALLEY SCHOOL DISTRICT



James Bulger, President

SEAL

WITNESS:



Kimberly Watkins



Edward Wehrer

