

## AGREEMENT FOR EMPLOYMENT OF DISTRICT SUPERINTENDENT

THIS AGREEMENT is made and entered this 11th day of April 2022, by and between the Board of School Directors (hereinafter referred to as "Board") for the Penn Manor School District (hereinafter referred to as "District") and Philip Gale, Ed.D., an individual currently residing at [REDACTED] Pennsylvania (hereinafter referred to as "Superintendent").

WHEREAS, the Board, at a regularly scheduled meeting duly and properly called on April 11, 2022, did appoint Philip B. Gale, Ed.D., to the office of District Superintendent in accordance with the provisions of Sections 508, 1071, 1073, 1073.1, and 1075 of the Public School Code of 1949; and

WHEREAS, the parties have agreed upon certain terms and conditions of employment and desire to reduce said terms and conditions to writing.

NOW, THEREFORE, the parties, intending to be legally bound hereby, and in consideration of the mutual covenants contained herein, agree as follows:

1. Term. The Board, in consideration of the promises herein contained, has employed Philip B. Gale, Ed.D., and he hereby accepts said employment as Superintendent of Schools of the Penn Manor School District for a term commencing on July 1, 2022 and ending no later than June 30, 2027.

2. Authority of Board/District and District Superintendent. The District, on its own behalf and on behalf of the electors of the District, and Superintendent hereby retain and reserve all power, rights, authority, duties and responsibilities conferred upon and invested in it and in him respectively by the laws and the Constitution of the Commonwealth of Pennsylvania save for any power or rights limited by the express terms of this Agreement.

3. Professional Certification. As a condition precedent to this contract, Superintendent shall hold and maintain a valid Superintendent's Letter of Eligibility issued by the Department of Education, Commonwealth of Pennsylvania. Superintendent covenants that he possesses all of the qualifications that are required by law to serve as a District Superintendent.

4. Duties and Full-Time Employment.

A. Superintendent shall be charged with the administration of the schools under the direction of the Board. Superintendent shall be the Chief Executive Officer of the District and, as such, shall be responsible for:

(i) Planning and initiating programs and policies concerning the organizational, operational and educational function of the District as directed by the Board with ultimate responsibility for the execution of these programs and policies.

(ii) Assisting the Board in developing short-range and long-range goals and methods for the Board to evaluate the operational effectiveness of the District.

(iii) Keeping the Board informed by written and oral reports as to the operation and needs of the District.

(iv) Taking discretionary action in any matters not covered by Board policy and reporting such actions to the Board with recommendations for policy as necessary in order to provide guidance in the future.

(v) Directing the daily operation of the District schools by organizing, supervising and coordinating the District staff.

(vi) Being responsible for the systematic evaluation of all staff.

(vii) Recommending the employment of, assigning and supervising the work of all employees. Recommending promotion salary changes, demotion and discharge of any employees rendering unsatisfactory service.

(viii) Establishing internal administrative operational procedures, rules and regulations relating to personnel, collective bargaining, financial disbursements and accounting requirements, equipment/facilities operation and use, food service and staffing requirements.

(ix) Developing effective staff development programs that are linked to the strategic plan and Board goals for the District.

(x) Communicating directly, or through delegation, all personnel actions by the Board to all employees and receives from employees communication to be made to the Board.

(xi) Overseeing a timely review of all curricular areas required by law as well as other subjects the Board may require and make recommendations to the Board for the improvement of curriculum.

(xii) Providing for appropriate methods of teaching, supervision and administration in the schools, as he deems necessary and reporting to the Board any insufficiencies that are found.

(xiii) Establishing and maintaining efficient procedures and effective controls for all expenditures of school funds in accordance with the adopted budget, in conjunction with the Business Manager.

(xiv) Making recommendations regarding the needs for instructional and non-instructional materials and equipment and recommending plans for improvements, alterations or other changes in the buildings or surrounding grounds.

(xv) Maintaining directly or through delegation adequate records for the schools, including a system of financial accounts, business and property records, personnel, school population and scholastic records which are required by law and board policy.

(xvi) Interpreting and/or supervising the implementation of all federal and state laws relevant to education.

(xvii) Performing other duties as deemed necessary and appropriate under the direction of the Board.

B. Superintendent shall have a seat on the Board and the right to speak on all issues before the Board but shall not have the right to vote. Superintendent shall have the right to attend all regular and special meetings of the Board, excepting those relating to his own employment, and shall serve as advisor to the Board in all matters affecting the District. The Board and its members, individually, shall promptly refer all criticisms, complaints and suggestions called to its attention to Superintendent for study, disposition, or recommendation as is appropriate.

C. Superintendent shall be responsible for the total day-to-day administration of the District subject to officially adopted policies of the Board. 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.

D. Superintendent agrees to devote his full time, attention, energies, skills and labor to his employment as District Superintendent during the term of this Agreement provided, however, that he may undertake and be compensated for consultative work, speaking engagements, writing, lecturing, adjunct teaching or other professional services outside of the District with the prior approval of the Board.

5. Performance Evaluation. The Board shall conduct a regular annual evaluation of Superintendent's performance by no later than June 30<sup>th</sup> each year for the preceding school year. The evaluation shall be conducted in an executive session limited to the Board and Superintendent. The Superintendent shall be evaluated based upon objective performance standards jointly established by the Board and the Superintendent in compliance with Section 1073.1(a) of the Public School Code, as amended. The Board and Superintendent shall agree in writing by no later than June 30<sup>th</sup> of each fiscal year what objective performance standards will be used for his evaluation for the next school year. For purposes of the 2022-2023 school year, the Superintendent's objective performances standards shall be developed by no later than August 15, 2022.

The Superintendent's annual performance evaluation shall be used for the following purposes: (i) to the strengthen the working relationship between the Board and the Superintendent and to clarify the responsibilities the District relies upon the Superintendent to fulfill; (ii) to discuss and establish goals and/or objective performance standards for the ensuing school year; and (iii) to establish the basis for potential salary increases and/or bonus for the Superintendent.

The following provisions shall apply to the Superintendent's annual evaluation process:

A. The mutually agreed-upon objective performance standards for the assessment of the Superintendent's performance for each school year shall be publicly posted on the District's official website as required by law.

B. The Board reserves the right to exercise maximum flexibility in determining the mechanics of the Superintendent evaluation, so long as the evaluation model satisfies the requirements of the law and the terms of this Agreement.

C. Evaluation procedures may be developed and contained in forms prepared by the Board in accordance with Board policies, District procedures, the Public School Code and State Board of Education regulations.

D. A copy of the written evaluation shall be delivered to the Superintendent by the President of the Board.

E. The Superintendent shall have the right to respond in writing to the evaluation and request an opportunity to appear before the Board in a closed executive session.

F. The written evaluation and any response shall be held in strict confidence between the Board and the Superintendent and in no manner shall be permitted to be disseminated to the general public by any member of the Board or by any District employee.

G. After the completion of the Superintendent's evaluation for a particular school year, the Board shall post on the District's official website the date on which the evaluation was completed and whether the Superintendent satisfied the agreed-upon objective performance standards as required by law.

6. Compensation and Benefits.

A. The Board agrees to compensate the Superintendent for the period of the 2022-2023 school year in the amount of One Hundred Eight-Five Thousand Dollars (\$185,000). Thereafter, the District retains the right to adjust the Superintendent's annual salary in subsequent contract years during the term of this Agreement and any extension thereof, provided that such adjustment shall not reduce the annual salary, in effect at any given time. Any adjustment in salary made during the life of this Agreement or any extension thereof shall be in the form of an amendment which shall become a part thereof. In making any such amendment, it shall not be considered that the District has entered into a new Agreement with the Superintendent, or that the termination date of this Agreement has been extended.

B. Superintendent shall be entitled to fringe benefits upon the same basis as provided from time to time to other professional administrative employees as set forth in the District's Act 93 Administrative Compensation Plan.

C. In addition to the fringe benefits described in paragraph B above, Superintendent shall be entitled to the following benefits:

(i) Conferences and Conventions. District shall (a) with the prior approval of the Board, provide a reasonable amount of release time for Superintendent's

attendance at conferences and conventions and (b) reimburse Superintendent for costs reasonably and necessarily incurred to attend and participate in such conferences and conventions. If the Superintendent resigns from his employment with the District prior to the expiration date of this Agreement in order to begin employment with another Pennsylvania school district, intermediate unit, area vocational-technical school, charter school or cyber charter school, the Superintendent shall immediately pay back to the District any reimbursements for conference registrations, travel expenses or hotel accommodations incurred under this paragraph during the preceding eighteen (18) months before the Superintendent's resignation date.

(ii) Personal/Administrative Days. Superintendent shall be entitled to paid personal/administrative days upon the same basis as provided in the District's Act 93 Administrative Compensation Plan. Upon termination of employment, Superintendent shall be paid for all unused personal/administrative days at his per diem rate.

(iii) Dues. District will pay the annual membership dues of the Superintendent for the following professional organizations:

American Association of School Administrators  
Pennsylvania Association of School Administrators  
Any other professional/community organizations authorized by the Board

(iv) Executive Coaching. The Superintendent shall participate in executive coaching designed to assist him in fulfilling his job responsibilities to the best of his abilities during the first two years of employment under this Agreement. The District shall pay for the Superintendent's executive coaching, so long as the cost does not exceed five thousand dollars (\$5,000) during the first year of employment and four thousand dollars (\$4,000) in the second year. The Superintendent shall confer with the Board prior to commencing executive coaching, so the parties may mutually determine that the selected executive coach and the nature of executive coaching falls within the intended scope of this provision.

(v) Sick Days. Superintendent shall be entitled to thirteen (13) days sick leave annually. Unused sick leave days shall be cumulative, and may be supplemented at the discretion of Board. For purposes of this Paragraph, 211 days of unused sick leave heretofore accumulated by Superintendent during his uninterrupted prior employment with the District shall and are hereby recognized and accepted as accumulated and unused days of sick leave to which Superintendent is entitled hereunder.

(vi) Vacation Days. In his capacity as Superintendent, Superintendent shall receive twenty-five (25) working days of vacation annually, during the term of this Agreement. Such vacation shall be taken within twelve (12) months of the year in which it is earned unless otherwise approved by the Board. Superintendent may carry over up to ten (10) unused vacation days to the subsequent year. Additionally, the Superintendent shall be permitted to carry over ten (10) unused vacation days earned during his prior District employment before his appointment as Superintendent. The

Superintendent may elect to have the value of unused vacation calculated at his per diem rate (i.e. 1/260<sup>th</sup> of his annual salary at the time such vacation days were earned) contributed by the District into the Superintendent's tax deferred account. Any such election shall be made no later than June 15 of each year and submitted in writing to the Board President and the Business Manager for processing.

(vii) Term Life Insurance. The District shall purchase term life insurance for the Superintendent during employment, the benefit equal to three times his annual salary, up to a maximum benefit of three hundred thousand dollars (\$300,000). The Superintendent shall have the sole right to determine the beneficiary of such policy.

7. Reimbursement to the District. Prior to June 30<sup>th</sup> of each school year, the District's Business Manager shall perform an audit of the Superintendent's reimbursement obligations to the District (i.e., cell phone, District credit card) and shall provide the audit to the Board. The Superintendent shall, within thirty (30) days of the presentation of the audit, reimburse the District for any obligations identified in the audit.

8. Early Termination of Contract. This Agreement and Superintendent's employment may be terminated early prior to the end of the term of the Agreement upon any of the following events:

A. Mutual Written Agreement of Superintendent and the District. 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 pay and provide to the Superintendent all of the aggregate compensation, salary, and benefits; including, but not limited to, insurance premiums and payments for unused 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 applicable post-employment and retirement benefits provided for in this Agreement and any additional amount mutually agreed upon by the Board and Superintendent, provided that such additional amount shall be in strict compliance with Section 1073(e)(3) of the Public School Code.

B. Disability of Superintendent. If Superintendent is unable to perform the Superintendent's regular duties, because of physical or mental incapacity, for a period of 120 consecutive days or for a period of 180 days during any one-year period, Superintendent will be considered disabled, and the Board may terminate this Agreement by written notice to Superintendent. In such event, prior to termination Superintendent will be subject to District's normal policies concerning use of sick leave days, vacation days and personal leave days, and District will have no further obligation for salary, benefits, or any other item under this contract after the effective date of termination (except that Superintendent will continue to receive any benefits for which Superintendent qualifies under any disability insurance policy provided by District and in place during Superintendent's employment).

C. Voluntary Resignation of Superintendent. The Superintendent may voluntarily resign at any time provided he gives the Board at least one hundred (100) days notice in writing prior to the effective date of his resignation. The Board may, in its sole discretion, waive or reduce this advance notification requirement.

D. Termination by District for Cause. Throughout the term of this Agreement, the Superintendent shall be subject to discharge for valid and just cause for the reasons specified in Section 1080 of the Public School Code. For purposes of this Agreement, “cause” shall mean the reasons set forth in Section 1080 of the Public School Code, the reasons set forth in other applicable law that requires termination of employment or misstatement of a material fact concerning Superintendent’s qualifications in connection with District’s employment of Superintendent. If the Superintendent has been given notice of charges and of a hearing, the Board may suspend the Superintendent, with or without pay, at the discretion of the Board, pending a hearing and final decision. If District terminates this Agreement for cause, the District will have no further obligation for salary, benefits, or any other item under this Agreement after the effective date of termination or any earlier suspension without pay.

9. Renewal. The Board shall notify the Superintendent, in writing, no later than ninety (90) days prior to the expiration of this Agreement, of the Board’s intent not to reappoint him. Should the Superintendent not be so notified, he shall be reappointed at the next regular Board meeting for a term of one (1) year, and the terms and conditions of this Agreement shall be incorporated into a successor Agreement unless mutually agreed otherwise by the Board and Superintendent.

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 proceedings brought against Superintendent in his individual capacity or in his official capacity as agent and employee of the Board or the District, provided the incident arose while Superintendent was acting within the scope of his employment and the Superintendent is not determined to have engaged in willful misconduct under the Political Subdivision Tort Claims Act.

11. Annual Physical. Upon the request of the Board, Superintendent shall at least annually furnish to the Board a report from his physician confirming Superintendent’s mental and physical fitness to perform Superintendent’s obligations under this Agreement. To the extent that such physical is not covered by the health coverage benefits provided by the District, the cost of the physical shall be reimbursed by the District.

12. Sabbatical Leave Waiver. In exchange for the consideration paid to the Superintendent pursuant to this Agreement, the Superintendent agrees to waive any right to take a sabbatical leave of absence pursuant to Section 1166 of the Public School Code provided however, the Superintendent does not waive his right to take a sabbatical leave for restoration of health pursuant to Section 1166 of the Public School Code.

13. Severability. If any provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remainder of this Agreement.

14. Headings. The headings in this Agreement are for convenience only and shall not be considered as part of this Agreement.

15. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.


16. Modification. No waiver, change or modification of any of the terms of this Agreement shall be binding unless in writing and signed by both parties to this Agreement.

IN WITNESS WHEREOF, District and Superintendent have signed this Agreement April 11, 2022.

PENN MANOR SCHOOL DISTRICT

By:   
President

Attest:   
Secretary

  
Philip B. Gale, Ed.D.