

AGREEMENT

THIS AGREEMENT is made effective the 1st day of July, 2020 (“Agreement”) by and between the BOARD OF SCHOOL DIRECTORS OF THE WILSON SCHOOL DISTRICT, with its principal offices located at 2601 Grandview Boulevard, West Lawn, Pennsylvania 19609 (“Board”), and RICHARD H. FAIDLEY, Ed.D. (“Dr. Faidley” or “Superintendent”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Board, by action dated December 21, 2020, has voted to elect Dr. Faidley as the superintendent for the Wilson School District (“District”), effective July 1, 2020;

WHEREAS, the Board desires to provide Superintendent with a written employment agreement in order to: (1) enhance administrative stability and continuity within the District, which the Board believes generally improves the quality of its overall educational program; and (2) to comply with the employment agreement provisions of Act 141 and Act 82 of 2012; and

WHEREAS, the purpose of this Agreement is for the Parties to set forth the understandings governing responsibilities, compensation and fringe benefits reached between District and Superintendent with respect to Superintendent’s employment as the District’s superintendent.

NOW, THEREFORE, the Parties intending to be legally bound based upon the mutual considerations and covenants herein, agree as follows:

1. **Offer of Employment.** In consideration of the promises herein contained, the Board offers employment to Superintendent as the District’s superintendent and Superintendent hereby accepts said offer of employment.

2. **Term of the Agreement.** This Agreement shall be for a term commencing July 1, 2020 and ending June 30, 2023 (“Term”). This Agreement shall terminate immediately upon

the expiration of the aforesaid Term unless the Agreement is modified or terminated in accordance with this Agreement or allowed to renew automatically in accordance Pennsylvania Public School Code of 1949, as amended (“School Code”). In any event, the terms and conditions of Superintendent’s employment as the District’s superintendent will be subject to negotiation between the Parties if the Term is renewed automatically. By execution of this Agreement, Superintendent hereby accepts employment by the District as the District’s superintendent for the entire Term under the terms and conditions set forth in this Agreement.

3. **Initial Base Compensation.** Superintendent’s base annual salary (“Salary”) shall be One Hundred and Ninety-Seven Thousand, One Hundred and Twenty-Four Dollars and Twenty Cents (\$197,124.20), less legally required withholdings. Such Salary shall be payable biweekly, in accordance with the policies and procedures of the District, less the contributions required by law to be paid to the Public School Employees’ Retirement Fund, less proper deductions for loss of time, and less necessary withholdings and deductions required by law.

4. **Compensation Adjustments.** Beginning on July 1st of 2021, for each year of this Agreement, Superintendent shall be eligible for an adjustment to his Salary effective July 1st of that year consistent with that year’s Act 1 index, not to exceed 3% plus a discretionary merit increase as determined by the Board in its sole discretion.

5. **Arizona State Retirement System.** Beginning on July 1st of 2021, for each year of this Agreement, the District shall make a contribution in the amount of \$4,000.00 to the Arizona State Retirement System.

6. **Employer Non-elective Contribution to a Tax Sheltered Annuity Plan.** Each fiscal year, the District shall contribute funds to a Section 403(b) plan (a tax-sheltered annuity plan) in an amount equal to the contribution identified in the District’s Act 93 Administrator

Compensation Plan (“Act 93 Plan”), plus an additional \$4,800.00. A true and correct copy of which is attached hereto, and made a part hereof, and marked as Exhibit “A.”

7. **Assessment of Performance.**

(a) Consistent with the provisions of the School Code, the Board shall post mutually agreed objective performance standards contained in this Agreement on the District’s publicly accessible internet website. Upon completion of the annual performance assessment, the Board shall post the date of the assessment and whether or not Superintendent has met the agreed to objective standards on the District’s publicly accessible internet website.

(b) Superintendent shall be evaluated on a distinguished, proficient, needs improvement, or failing methodology as follows:

(i) **Distinguished.** Distinguished means that the performance is clearly outstanding; the performance is superior, far exceeding expectations; or that performance is exceptional on a regular or continuous basis —Superintendent far outperforms relative to minimum expectations.

(ii) **Proficient.** Proficient means that Superintendent is adequately performing all functions within the role, meeting or occasionally exceeding expectations; performance is adequate, meeting or occasionally exceeding standards or expectations generally associated with performance.

(iii) **Needs Improvement.** Needs improvement means that Superintendent periodically fails to meet expectations associated with assigned tasks, targeted goals, or professional competencies; performance is less than adequate on a periodic basis or frequent basis — Superintendent may be developing within the position, but needs to improve to be considered proficient.

(iv) **Failing**. Failing means the performance is below acceptable levels; that it fails to meet most expectations associated with the role of Superintendent — substantial professional improvement is needed before Superintendent can be considered proficient in the role.

(c) The performance evaluation form shall be in accordance with the format attached hereto as Exhibit “B” and made a part hereof.

(d) The Board and Superintendent hereby mutually agree the following performance standards shall apply to the following objective performance standards:

(i) **Student Growth and Achievement**. Superintendent will develop a multiyear plan for addressing student performance issues in alignment with the District’s comprehensive plan. Superintendent will use multiple data sources to assess student success and growth as appropriate, specific to needs within the District and as determined annually in collaboration with the Board. Annual or other District performance objectives shall be articulated and clearly achieved under the direction of Superintendent relative to PSSA, PVAAS, and other locally determined measures. With the implementation of Keystone exams, Superintendent shall establish an effective benchmarking system that measures and improves student achievement and performance. Superintendent shall seamlessly implement the common core academic standards.

(ii) **Organizational Leadership**. Superintendent shall work collaboratively with the Board to develop a vision for the District; shall display an ability to identify and rectify problems impacting the District; shall work collaboratively with the District Administration to ensure best practices for instruction, supervision, curriculum, development, and management; and shall work to influence the climate and culture of the District.

(iii) **District Operations and Financial Management.** Superintendent shall manage effectively, ensuring completion of activities associated with the annual budget; overseeing distribution of resources in support of District priorities; and directing overall operational activities within the District. In addition, Superintendent shall provide long-range financial planning that will permit the District to attain educational goals in a fiscally responsible manner and will facilitate the development of a long-range fiscal plan that will be updated annually at a mutually agreeable time between Superintendent and the Board to drive the District toward the achievement of educational goals in a fiscally responsible manner.

(iv) **Communication and Community Relations.** Superintendent shall communicate with and effectively engage the staff, the Board, and members of the community, clearly articulating District goals and priorities; addressing local and broader issues impacting the District; and building support for District initiatives, programs, and short/long-range plans.

(v) **Human Resource Management.** Superintendent shall incorporate best practices for human resource management and oversight; coordinating staffing, recruitment, and other human resource functions. Superintendent shall effectively implement the Pennsylvania Department of Education's new teacher evaluation model.

(vi) **Professionalism.** Superintendent shall model professional decision-making processes and ethical standards consistent with the values of Pennsylvania's public education system, as well as that of the local community. Superintendent shall additionally work to individually reflect upon his/her professional development literature and activities.

(e) The key performance indicators under each performance standard will be mutually agreed upon and undergo an annual review by Superintendent and the Board.

Modifications may be made by the Board and Superintendent to address the then current nature of challenges, issues, and needs facing the operations of the District.

(f) The Board shall evaluate Superintendent annually in accordance with the statutes, regulations, and Board policy relating to Superintendent's evaluation. Each annual evaluation shall be in writing. The written performance assessment will be conducted no later than May 31 (or another date depending upon the District's evaluation cycle). Superintendent's performance relating to objective performance standards will be posted on the District's website.

8. **Benefits Package.** Unless otherwise specified in this Agreement, Superintendent shall be entitled to the fringe benefit program as is applicable and made available pursuant to the District's Act 93 Plan. See Exhibit "A." Should the Act 93 Plan be amended, the fringe benefits contained in the amended plan shall be applicable to Superintendent as of the effective date of the amendment.

9. **Duties of Superintendent.**

(a) During the term of this Agreement, Superintendent agrees to serve as Chief Administrator of the District and Executive Officer for the Board, and to perform the duties of the District's superintendent in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the District job description for the position of superintendent (attached and incorporated into this Agreement as Exhibit "C"), the policies of the District and the provisions of this Agreement.

(b) Superintendent shall be charged with the administration of the schools under the direction of the Board. Superintendent shall be responsible for:

- 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.
- Assisting the Board in developing short-range and long-range goals and methods for the Board to evaluate the operational effectiveness of the District.
- Keeping the Board informed by written and oral reports as to the operation and needs of the District.
- 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,
- Directing the daily operation of the District schools by organizing, supervising and coordinating the District staff
- Arranging for the systematic evaluation of District staff by responsible administrators.
- Recommending the employment of, assigning, and supervising the work of all District employees. Recommending promotion, salary changes, demotion or discharge of any District employee rendering unsatisfactory service.
- Establishing internal administrative operational procedures, rules and regulations relating to personnel, financial disbursements and accounting requirements, equipment/facilities operation and use, food service and staffing requirements.
- Developing effective staff development programs that are linked to the District's comprehensive plan and the Board's goals for the District.
- Communicating directly, or through delegation, all personnel actions by the Board to all employees as appropriate and receiving from employees communication to be made to the Board.
- Ensuring that District students have equal access to appropriate educational programs, including pupil personnel, extracurricular activities and other supplemental programs deemed necessary.
- Overseeing a timely review of all curricular areas required by law as well as other subjects the Board may require and making recommendations to the Board for the improvement of curriculum.

- Recommending to the Board any major changes in texts and time schedules to be used in District schools.
- 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.
- Directing the development of and making recommendations for the yearly operating budget on a timely basis that reflects the needs of the District and the use of District assets and resources.
- Establishing and maintaining efficient procedures and effective controls for all expenditures of District funds in accordance with the adopted budget.
- 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.
- 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.
- Interpreting and/or supervising the implementation of all federal and state laws relevant to education.
- Other professional duties assigned by the Board and in accordance with the direction of the Board.

10. **Sick Leave and Vacation.**

(a) Superintendent shall be allocated twelve (12) days of sick leave per fiscal year. Unused sick leave days may carry-over and accrue each fiscal year; provided, however, in no event shall more than sixty (60) days of sick leave carry-over to the next fiscal year.

(b) Superintendent shall be allocated twenty (20) days of vacation per fiscal year. At the end of each fiscal year, Superintendent may, instead of taking the vacation days allotted, elect to carry-over unused vacation days to the following year, provided that, in no event, shall the number of vacation days in any one year exceed thirty (30) days.

11. **Technology.** Superintendent shall be entitled to receive a Smartphone mobile phone device and a laptop computer with wireless capabilities (“Technology”) to be used for official business purposes in accordance with District policy. Superintendent will be required to use the District’s internet and data plans for such Technology.

12. **Membership Dues, Fees, and Continuing Professional Development.** The District agrees to pay for membership dues, fees, and continuing professional development to permit Superintendent to have relevant and significant opportunities for professional development with organizations or entities that could provide Superintendent with information and methodologies that will improve the quality of education in the District. These membership dues, fees, and continuing professional development opportunities may include American Association of School Administrators, Pennsylvania Association of School Administrators, Association for Supervision and Curriculum Development, participation in community organizations, such as Rotary, Kiwanis, and such other organizations that the Board may preapprove. Notwithstanding the importance the District attaches to Superintendent’s participation in such professional development opportunities and involvement with professional organizations and study councils, it is understood that Superintendent’s engagement in these activities will not interfere with Superintendent’s ability to act as superintendent of the District and perform the duties set forth in this Agreement. To that end, unless otherwise approved by the Board, the District shall not be responsible to pay for Superintendent’s membership with more than four (4) such organizations. The District shall also pay for Superintendent to attend one (1) national conference per year.

13. **Post-Retirement Benefits.** Any post-retirement benefits for Superintendent shall be in accordance with the Act 93 Group plan as applicable.

14. **Waiver of Right of Sabbatical Leave.** Superintendent waives any rights that he may have to a sabbatical leave pursuant to the School Code.

15. **Loyalty and Outside Work or Opportunities.** Superintendent shall devote all of Superintendent's time, attention, knowledge, and skills solely and exclusively to the business and interests of the District. Superintendent may, however, undertake consultative work, speaking engagements, writing, lecturing, adjunct teaching or other professional services that are of a short-term duration as approved by the Board. Superintendent shall not have any financial interest, direct or indirect, in the sale or adoption of any books, or the sale to or the lease by the District for any supplies, equipment or services.

16. **Residency in the District.** Superintendent shall remain a resident of the District for remainder of the Term of this Agreement. The parties may, by mutual agreement, extend the time period provided for in this Paragraph.

17. **Election as District Superintendent.** The District's election of Superintendent as the District's superintendent is subject to the provisions of the School Code.

18. **Compensation Obligations.** The obligation of the District to compensate Superintendent during the Term of this Agreement shall be subject to the provisions of law, unless terminated by Superintendent by way of written resignation or by the District in accordance with the law or this Agreement.

19. **Seat on the School Board.** Superintendent shall have a seat on the Board and its committees and shall have the right to speak on all matters before it, but not to vote.

20. **Representations of Superintendent.** Superintendent represents and covenants that, at all times during the term of employment, he will have a duly issued and validated certificate to act as Superintendent of Schools in the Commonwealth of Pennsylvania and agrees

to provide a copy thereof to the District, upon request. Superintendent agrees to promptly notify District if the foregoing representation is no longer true and correct during any period during the term of employment.

21. **Separation from Employment by Superintendent.** In the event that Superintendent seeks to resign or separate his employment with District for any reason other than death, illness, disability, or retirement permanently from public service in the Commonwealth of Pennsylvania, Superintendent shall give the Board of the District at least one hundred and fifty (150) days' written notice in advance of the employment severance date. Superintendent's failure to give such required written notice shall cause Superintendent to lose any entitlement to any accrued payments or accrued benefits, including, without limitation, unused vacation days, sick leave, other payments, benefits, or any other entitlement to be paid upon employment separation under this Agreement or through the District's policies. The Board may, in its sole discretion, waive or reduce the notification requirement set out in this Paragraph 21. If appropriate notice is given, Superintendent shall be entitled to unused, accrued vacation days at a per diem rate of Superintendent's Salary divided by 260 days, and unused, accrued sick days paid out at the rate identified in the District's Act 93 plan for sick day reimbursement at retirement.

22. **Discharge and Termination by District.** Superintendent may be discharged, and this Agreement terminated, even during the Term of this Agreement: (a) in accordance with the School Code or Constitution of the Commonwealth of Pennsylvania; (b) in the event Superintendent materially breaches an obligation set forth in this Agreement; (c) Superintendent's performance is determined by the Board to be "Failing" in accordance with the criteria established for Superintendent's annual performance assessment; or

(d) Superintendent is charged with or convicted of a felony. In the event that Superintendent were to be discharged from employment, the Agreement shall be terminated with no additional compensation or benefits provided and no entitlement to accrued payments or accrued benefits, including, without limitation, unused vacation days, sick leave, other payments, benefits, or any other entitlement to be paid upon employment separation under this Agreement or through the District's policies.

23. **Disability.**

(a) **Complete or Partial Disability.** In the event that Superintendent is: (1) unable to perform Superintendent's duties under this Agreement due to a complete disability; or (2) unable due to disability to perform each and every duty and obligation expected or required of Superintendent as a full-time employee of the District; or (3) at various times completely disabled and at other various times, partially disabled as provided above, the Board shall have, in its sole discretion, the options provided in this Paragraph. Prior to the Board being able to exercise its options hereunder, the complete disability, partial disability, or combination thereof shall continue for a period exceeding ninety (90) days during which Superintendent would otherwise be required to perform services but for any leave, vacation, or similar days (irrespective of how many leave, vacation, or similar days Superintendent has or may actually accumulate or use). Following Superintendent's exhaustion of all other leave to which he is entitled, in the event of the complete disability, partial disability, or combination thereof, as provided above, the Board shall have the option of either terminating the employment of Superintendent consistent with the provisions set forth in the School Code or reducing Superintendent's Salary and duties to a level commensurate with Superintendent's remaining abilities, if any. In the event that Superintendent disagrees with the Board's option of

terminating the employment of Superintendent or of the extent of the reduction in Salary and duties to a level commensurate with Superintendent's remaining abilities, Superintendent shall have the right to demand arbitration solely for the purpose of resolving the Board's decision to terminate or reduce Superintendent's Salary. Such arbitration shall be conducted pursuant to and consistent with the rules of the American Arbitration Association, and the District shall be responsible for any filing fees associated with initiating such arbitration. The American Arbitration Association rules pertaining to employment-related matters pursuant to employment agreements shall apply and the venue of any such arbitration proceeding shall be the principal offices of the District.

(b) **Period of Disability.** The Parties agree that, insofar as this Agreement is concerned, the period of disability shall be deemed to have started as of the first day of disability or inability irrespective of when it is finally determined that the disability for purposes hereof exists.

(c) **Intermittent Disability.** Any complete disability, partial disability, or combination thereof which should occur within any twelve (12) month period shall be treated, for the purpose of these provisions, as though it was a continuing disability rather than a new disability.

(d) **Salary.** This Paragraph shall not be construed to require the Board to pay any Salary to Superintendent beyond the accumulated sick leave, disability leave days, vacation days, or other leave days of Superintendent, which may be used by Superintendent during any disability. After such leave days are exhausted, the Board shall not be obligated to make any payment of Salary or other compensation, including, without limitation, incentive compensation, to Superintendent in the case of complete disability. In the case of partial disability, the Board

shall have the right to reduce Superintendent's Salary and other compensation, including without limitation, incentive compensation, subject to the right to arbitrate set forth in this Agreement herein to a level commensurate with the remaining abilities of Superintendent.

(e) **Meaning of Disability.** For the purpose of this paragraph, the term "disability" shall mean the inability due to ill health, physical or mental disability, or for other physical or mental causes beyond Superintendent's control, to carry out each and every of the usual and customary duties required or expected to be performed hereunder by Superintendent. In the event any dispute shall arise as to whether Superintendent is disabled, whether complete or partial, such question shall be resolved by a board of arbitration to consist of: (1) physician representative named by each of the Parties; and (2) a third physician member-to be appointed by the two representatives so named. The majority vote of the board of arbitration shall be binding upon the Parties.

(f) **Preservation of Other Legal Rights.** Nothing in this Paragraph 23 shall be deemed to constitute a waiver of Superintendent's rights pursuant to the Americans with Disabilities Act, the Family and Medical Leave Act, the Pennsylvania Human Relations Act, the Pennsylvania Workers' Compensation Act, or any federal or state law governing disability.

24. **Early Separation Options.** The Board shall have the exclusive option prior to the expiration of the Term of this Agreement to sever Superintendent's employment for the Board's convenience. Unless this Agreement is terminated for a reason set forth in Paragraph 22, the Board shall pay Superintendent severance compensation as follows upon the early severance of Superintendent's employment:

(a) If there are more than six (6) months that remain in this Agreement, the severance package will be equal to six (6) months' of Superintendent's pro-rated Salary.

(b) If less than six (6) months remain in this Agreement, Superintendent will be paid the balance of the Salary remaining in the term of this Agreement.

(c) Under no circumstances will the severance compensation of Superintendent exceed the sums set forth in this Paragraphs 24(a).

(d) In the event that the Board attempts to terminate this Agreement pursuant to Paragraph 22, and it is determined by a judge or a jury of competent jurisdiction that the termination was unwarranted, then the Parties agree that the Agreement will be terminated pursuant to this Paragraph 24.

25. **Referrals to Superintendent.** The Board, collectively or individually, shall use its best efforts to promptly refer to Superintendent all criticisms, complaints, and suggestions called to their attention relative to Superintendent or the District for Superintendent's study and recommendation. This provision shall not be deemed to provide for the referral of matters to Superintendent where the Board deems it inappropriate to do so. Failure to comply with this provision will not be a basis for finding a violation of this Agreement by the Board.

26. **Provisions in Accordance with School Code.** This Agreement shall not be in violation of any provisions of the School Code and shall be construed as containing and be read in conformity with all provisions of the School Code as it relates to the relationship between a "District" and its "Superintendent."

27. **Compliance with Agreement.** Superintendent shall be required to comply with all aspects of this Agreement, any exception thereto being agreed to only by mutual written consent of the District and Superintendent.

28. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and may not be changed, amended, modified or superseded, except by written instrument

executed by the Parties hereto. This Agreement supersedes any and all other agreements between the Parties hereto with respect to the subject matter hereof.

29. **Execution and Counterparts.** This Agreement may be executed in two or more counterparts, each of which, when executed by the Parties, shall be considered to constitute one instrument.

30. **Severability.** If any one provision of this Agreement shall be declared void or invalid by a court of competent jurisdiction, such void or invalid provisions shall not in any way impair the whole Agreement; the remaining provisions shall be construed as if not containing the provisions.

31. **Enforcement of Agreement.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its principles of conflicts of laws. The Court of Common Pleas of Berks County, Pennsylvania, is hereby agreed to be the sole and exclusive court with jurisdiction over any litigation between the Parties.

32. **Possible Illegalities.** If any one provision of this Agreement shall be declared void or invalid by a court of competent jurisdiction, such void or invalid provisions shall not in any way impair the whole Agreement; the remaining provisions shall be construed as if not containing the provisions or provision held to be void or invalid, and the rights and/or obligations of the Parties shall be construed and enforced accordingly.

33. **Headings.** Headings contained in this Agreement are for reference only and shall not in any way affect the meaning or interpretation of this Agreement.

34. **Mutual Negotiation.** Each and every provision of this Agreement has been mutually negotiated, prepared and drafted and in connection with the construction of any

provision hereof, no consideration shall be given to the issue of which party actually prepared, drafted or negotiated any provision of this Agreement or its deletion.

35. **Indemnification**. The District shall defend Superintendent and his heirs against any civil actions, claims, suits, and/or other legal proceedings brought against Superintendent in his individual capacity or in his official agent and employee capacity of the District, specifically as the result of Superintendent's actions within the scope of his duties required by this Agreement as superintendent of the District, as well as the result of any directive issued by the Board of the District. The District agrees to indemnify and hold harmless Superintendent and his heirs and to pay any civil judgments or awards entered against Superintendent or his heirs as the result of Superintendent's actions within the scope of his duties required by this Agreement as superintendent of the District, as well as the result of any directive issued by the Board of the District. The District will not be obligated to defend Superintendent in any discharge, removal proceedings, or other proceedings in which the District is an adverse party or which relate to conduct not required for the discharge of Superintendent's duties required by this Agreement. This Paragraph shall survive the expiration or sooner termination of this Agreement.

36. **Reappointment**. The District shall notify Superintendent in writing by certified mail, no later than one hundred and fifty (150) days prior to the expiration of this Agreement of the Board's intent not to reappoint him. Should Superintendent not be so notified, Superintendent shall be reappointed at the next regular Board meeting following the one hundred fifty (150) days' notification requirement for a term of years not less than 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.

IN WITNESS WHEREOF, intending to be legally bound, the Parties have hereunto set their hands and seals the day and year first above written.

**BOARD OF SCHOOL DIRECTORS OF
THE WILSON SCHOOL DISTRICT**

Attest: _____
Board Secretary

By: _____
Board President

RICHARD H. FAIDLEY, Ed.D.

Witness: _____
