

**Tredyffrin/Easttown School District
Superintendent Employment Agreement
Period from July 1, 2015 through June 30, 2018**

THIS AGREEMENT is made and entered into September 22, 2014 by and between the Board of School Directors for the Tredyffrin/Easttown School District (“the Board”), on behalf of the Tredyffrin/Easttown School District (“the District”), and Dr. Richard Gusick (“Dr. Gusick” or “Superintendent”).

I. RECITALS

- A. The Board has adopted an appropriate Resolution appointing Dr. Gusick as the Superintendent of Schools for the term (“Agreement Term”) of three years commencing on July 1, 2015 and terminating June 30, 2018 (“the Agreement Term”).
- B. The Board and Dr. Gusick believe that a written employment contract is necessary to describe specifically the relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the District.

II. TERMS AND CONDITIONS OF EMPLOYMENT

Dr. Gusick and the Board, on behalf of the District, intending to be legally bound, hereby agree as follows:

1. Term

The Board hereby employs, and Dr. Gusick hereby accepts, employment as Superintendent of Schools for the Agreement Term to perform the duties of the position (“Duties”) as further defined in Section 2.B. listed below, including such other duties as the Board may assign. The three-year term of this Agreement shall commence July 1, 2015 and terminate June 30, 2018 (“Agreement Term”).

2. Professional Certification And Responsibilities

A. Certification. Dr. Gusick shall hold a valid letter of eligibility issued by the Commonwealth of Pennsylvania.

B. Duties. Dr. Gusick shall have charge of the administration of the schools under the direction of the Board. All duties assigned to Dr. Gusick by the Board shall be those appropriate to and consistent with the professional role and responsibilities of Dr. Gusick as set forth in the District's Job Description for the position of Superintendent which itself is set forth in District Policy No. 2110 and its accompanying Regulation.

3. Compensation

A. The Agreement Term shall be divided into three Contract Years as defined below. The District shall pay an annual salary ("Base Compensation") to Dr. Gusick for each Contract Year in the following amounts, subject to the condition of subsection B. below:

Contract Year 1 ("CY1")

July 1, 2015-June 30, 2016 \$205,000

Contract Year 2 ("CY2")

July 1, 2016-June 30, 2017 CY1 increased by the lesser of the Act 1 Index in effect for CY2 or 5%

Contract Year 3 ("CY3")

July 1, 2017-June 30, 2018 CY2 increased by the lesser of the Act 1 Index in effect for CY3 or 5%

B. All increases in Base Compensation from each Contract Year to the next are contingent upon a satisfactory evaluation for the immediately preceding Contract Year delivered on or by May 31 of the prior Contract Year.

C. In addition to the Base Compensation, the Board may from time to time and at its sole discretion pay Dr. Gusick a monetary bonus or bonuses based on meritorious performance of his duties.

4. Annual Performance Assessment

Dr. Gusick shall be evaluated annually by the Board on or before May 1 of each year of this Agreement. The performance of Dr. Gusick shall be assessed in part against the objective performance standards that have been mutually agreed upon by the Board and Dr. Gusick subject to the requirements of Act 82 of 2012. As required by law, the Board shall post annually the mutually agreed upon objective performance standards on the District website and shall also annually post the date of Dr. Gusick's annual performance assessment and whether or not Dr. Gusick met the agreed upon objective performance standards. No other information regarding Dr. Gusick's performance assessment shall be posted on the District website or in any other manner disclosed by the District unless expressly required to do so by state or federal law. The Board and Dr. Gusick hereby mutually agree to establish objective performance standards on or before June 15, 2015 which shall be reviewed and updated as necessary on or before June 15 of each year of this Agreement unless another date is mutually agreed upon by the Board and Dr. Gusick.

5. Fringe Benefits

Dr. Gusick shall receive all fringe benefits contained in the District's Administrator Compensation Plan in effect during the term of this Agreement including any revisions to the plan adopted during the term of this Agreement ("the then current ACP") to the extent that such benefit is not inconsistent with any benefit specifically provided for in this Agreement. In the case of any conflict, the benefit specifically provided for in this Agreement shall govern. Furthermore, if the January 29, 2013 through June 30, 2017 Administrator Compensation Plan

between the District and its administrators ("the 2013 ACP") provides for a specific benefit or benefits, including without limitation, sick leave, vacation leave, life insurance, and disability insurance, which benefit or benefits is more advantageous to Dr. Gusick, Dr. Gusick may elect the specific benefit or benefits as set forth in the 2013 ACP. For example, Dr. Gusick may elect the sick leave and vacation leave benefits set forth in the 2013 ACP and the other benefits as set forth in the then current ACP. Dr. Gusick will notify the President or Vice-President of the Board in writing of the benefits he elects no later than July 1 of the preceding school year. Additionally, Dr. Gusick shall maintain his sick leave accrued at the District for which the District has credited him as of July 1, 2015 for his use as needed during his employment.

6. Automobile

The District shall provide a motor vehicle bearing conventional license plates for the exclusive business and family use of Dr. Gusick. The District will provide for or reimburse Dr. Gusick for all expenses relating to the operation of this automobile including gasoline, lubricants, repairs, maintenance and liability and property damage insurance. Dr. Gusick shall be liable for taxes on the "imputed value" in accordance with IRS guidelines for his personal use of the car each year. If the vehicle identified in the first sentence becomes inoperable for any reason, the Board and Dr. Gusick may agree to a stipend or other type of reimbursement in lieu of replacing or repairing the vehicle. Since the vehicle will be owned by the District, the District will be entitled to any insurance proceeds for property damage to the vehicle.

7. Professional Associations Memberships and Attendance at Conferences

The District agrees to pay for reasonable expenses for conferences and individual memberships (as distinguished from School District memberships) in professional associations directly related to Dr. Gusick's position; however, the total amount spent per year for conferences and

membership dues shall not exceed the amount budgeted annually by the Board for this purpose. Upon request by Dr. Gusick, the Board may approve additional expenses for this purpose.

8. Outside Activities

Outside work and consultations, including adjunct teaching, speaking engagements, lecturing, training, writing or other professional services, whether paid or unpaid, are permitted provided they do not interfere with the performance of Dr. Gusick's professional responsibilities to the District. Use of vacation time is required for any type of consultation during school hours. The Board reserves the right to restrict outside work and consultations should it be determined that they interfere with the performance of Dr. Gusick's professional responsibilities to the District.

9. Professional Liability

The Board agrees that it will defend, hold harmless and indemnify Dr. Gusick from any and all demands, claims, suits, actions and legal proceedings brought against Dr. Gusick in Dr. Gusick's individual capacity or in Dr. Gusick's official capacity as agent and employee of the Board, provided the incident arose while Dr. Gusick was acting, or reasonably believed Dr. Gusick was acting, within the scope of Dr. Gusick's employment. This obligation shall survive the termination of this Agreement.

10. Retirement or Resignation

Dr. Gusick shall notify the Board of School Directors of this School District of Dr. Gusick's notice of intent to retire or resign nine months in advance of the date. A letter of resignation must accompany either request.

11. Termination

Dr. Gusick shall, throughout the term of this Agreement, be subject to termination of employment for valid and just cause for reasons specified under Section 1080 of the Public School Code of 1949, as amended. Should the Board terminate Dr. Gusick's employment as Superintendent for any reason whatsoever other than the causes set forth in Section 1080 of the School Code or fail to reappoint him at the expiration of his appointment as Superintendent, he will be immediately reassigned to a tenured administrative position for which he has the requisite certification at an annual salary equal to his annual administrative salary at the time of his appointment as Superintendent with all annual Act 1 index increases added since his appointment on July 1, 2015. All previous rights and benefits held by Gusick prior to his appointment as Superintendent shall be restored in full as a member of the District's Act 93 group. In consideration for this right to reinstatement to an administrative position, Dr. Gusick agrees that his employment with the District as of June 30, 2020 is "at-will," and the District is under no obligation to maintain his employment with the District after June 30, 2020. In the event that the District chooses not to continue Dr. Gusick's employment with the District after June 30, 2020, it will provide Dr. Gusick with its intention not to continue his employment no later than September 30, 2019. In the event that the District voluntarily chooses to continue Dr. Gusick's employment with the District after June 30, 2020, Dr. Gusick's employment with the District will no longer be "at-will" and he will resume his status as a tenured employee.

12. Requirement of Continuing Eligibility for Public School Employment

The Agreement shall be terminated in the event that Dr. Gusick fails to remain eligible for employment with the District pursuant to Section 111 of the School Code.

13. Miscellaneous

- a. All references to the School Code contained herein shall also refer to any amendments to the School Code enacted during the Agreement Term.
- b. This Agreement shall be binding upon the parties, their heirs, executors, administrators, successors or assigns.
- c. This Agreement shall not be in violation of the provisions of the School Code and shall be construed and be read in conformity with all the provisions of the School Code.
- d. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
- e. The Agreement expresses the entire understanding of the parties with respect to the subject matter contained in the Agreement. Except as specifically set forth or referred to in the Agreement, there are no other agreements, covenants, or understandings, oral or written, express, implied or ostensible, other than those set forth in the Agreement. With respect to each and every provision of the Agreement and any and all agreements and instruments subject to its terms, the parties understand and agree that same have or has been mutually negotiated, prepared and drafted, and that if, at any time, the need arises to construe any provision of the Agreement, or any agreement or instrument subject to its terms, that no consideration shall be given to the issue of which party actually prepared, drafted, requested, or negotiated each and/or every provision of the Agreement.
- f. This Agreement cannot be altered, amended, changed, or modified in any respect or particular unless each such alteration, amendment, change, or modification shall have been agreed to by the parties hereto and reduced to writing in its entirety and signed and delivered by each party.

IN WITNESS WHEREOF, and intending to be legally bound thereby, the parties have caused this contract to be duly executed the day and year first above written.

TREDYFFRIN/EASTTOWN SCHOOL DISTRICT

BY: _____
Kevin Buraks, President

ATTEST: _____
Art McDonnell, Board Secretary

SUPERINTENDENT

BY: _____
Richard Gusick, Ed.D.

WITNESS: _____