

**CENTRAL BUCKS SCHOOL DISTRICT
EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and concluded on this _____ day of October 2021, by and between the BOARD OF SCHOOL DIRECTORS of the CENTRAL BUCKS SCHOOL DISTRICT, with offices at 20 Welden Drive, Doylestown, Pennsylvania, hereinafter referred to as "School District," and CHARLES MALONE, an adult individual residing at _____, hereinafter referred to as "Assistant Superintendent."

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

1. The School District does hereby employ Charles Malone in the capacity of Assistant Superintendent for Secondary Education of the School District for the term commencing on the 13th day of October 2021 and ending on the 30th day of June 2026, and the Assistant Superintendent agrees to accept employment for said term.

2. During the term of this Agreement, the Assistant Superintendent shall perform the duties and responsibilities of the office and shall perform said duties in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the policies of the School District, and the regulations of the Board of Directors. The job description for the position of Assistant Superintendent is attached hereto as Exhibit "A" and incorporated by reference.

3. The Assistant Superintendent covenants and agrees that he possesses or will possess all the qualifications that are required by law to serve as Assistant Superintendent. The Assistant Superintendent agrees to maintain, throughout the term of this Agreement, a valid and current commission or other legal credentials as may be required by applicable laws or

regulations and to present the same to the Board of School Directors. He further agrees to subscribe to and take the proper oath of office before entering upon the duties.

4. For services rendered under this Agreement, the District shall compensate the Assistant Superintendent at an annual rate of One Hundred Eighty-Five Thousand, Seven Hundred and Fifty-Nine (\$185,759.00) Dollars for the 2021-2022 school year, payable in accordance with the School District's normal pay policies and procedures. The salary shall become the "base salary." All future salary increases shall be determined no later than June 30th of each succeeding school year and will be based upon the evaluation of the Assistant Superintendent's performance by the Board of School Directors. With respect to the Board of School Directors' evaluation of the Assistant Superintendent's performance, the District Superintendent shall prepare an evaluation of the Assistant Superintendent's performance. The performance appraisal shall be based upon criteria to be mutually agreed upon by the Assistant Superintendent, the Superintendent, and the Board of School Directors, which may include but not be limited to the following criteria:

- a. Achievement of annual measurable objectives established by the Board of School Directors;
- b. Achievement on the Pennsylvania System of School Assessment Tests (PSSA);
- c. Achievement on Keystone Exams;
- d. Student growth as measured by the Pennsylvania Value-Added Assessment System;
- e. Attrition rates and/or graduation rates;
- f. Achievement of Operational Excellence; and

g. Professional goals and objectives established by the Assistant Superintendent in concert with the Board of School Directors.

5. The Assistant Superintendent shall be entitled to annual salary increases of 2% per school year, commencing with the 2022-2023 school year and succeeding years of this contract, provided the performance appraisal is rated proficient. Nothing herein shall preclude the Board of School Directors from increasing the annual compensation for the Assistant Superintendent in excess of the percentages as set forth herein. The Assistant Superintendent's evaluation shall be conducted in accordance with the Instructional Administrator Performance Appraisal form, which is attached hereto as Exhibit "B."

6. The standards, as established pursuant to this Agreement, shall be posted on the School District's website, and upon completion of the annual performance assessment, the Board of School Directors shall post the date of the assessment and whether or not the Assistant Superintendent has met the agreed-upon performance objectives established by the Board of School Directors, which said posting shall be in accordance with the provisions of the Pennsylvania School Code.

7. In addition to the base salary, as noted in paragraph 4 of this Agreement, the Assistant Superintendent will also receive 0.75% of his base salary as a payment into the District-sponsored 403(b) or 529 Plan. The payment shall be made in addition to the payment schedule set forth within the Act 93 Agreement referenced at Section 308 for a Tier I administrative employee and shall not be added to the base salary for any purpose.

8. The medical benefits to be provided by the Board of School Directors shall be equal to and on the same terms as are offered during the same time frame, pursuant to the Act 93 Central Bucks School District Personnel Practices and Compensation Plan, as amended, for a

Tier I administrative employee, which would apply to the Assistant Superintendent if he were a participant in the Plan, including the obligation on the part of the Assistant Superintendent to contribute towards his health insurance costs.

9. The Assistant Superintendent shall receive all of the other fringe and other benefits, as enumerated in the Act 93 Central Bucks School District Personnel Practices and Compensation Plan, as amended, for a Tier I administrative employee, which would apply to the Assistant Superintendent if she were a participant in the Plan.

10. The District and Assistant 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. Notwithstanding the term of this Agreement, the Assistant Superintendent retains the right to retire. However, before doing so, the Assistant Superintendent shall give the District not less than one hundred fifty (150) days prior written notice. Absent extraordinary circumstances, such retirement would become effective only on July 31st of any year of the term hereof;

b. In the event the Assistant Superintendent is complained against or sued in any court of record or before any administrative agency as a result of actions by his in the performance of his duties, the District will provide legal counsel in his defense;

c. The Assistant 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. However, the District shall not arbitrarily and capriciously terminate the Assistant Superintendent or call for his dismissal without first providing the Assistant Superintendent with a statement of written

charges, adequate notice of a fair and impartial hearing, all elements of due process, and the right to appeal to a court of competent jurisdiction. The Assistant Superintendent shall have the right to be represented by counsel at his sole cost and expense. If following such a hearing or appeal, the Assistant Superintendent is not dismissed or is reinstated, the District shall assume responsibility for payment of costs incurred by him in his defense; and

11. Miscellaneous:

a. All references to the Public School Code of 1949 contained herein shall also refer to any amendments to such Act or to any recodification of such Act.

b. Any notice required by the Agreement shall be effective if mailed to the other party at the address shown herein or at such other address for which due notice has been given.

c. In the event that the Assistant Superintendent tenders his resignation during the life of this contract, he agrees to provide the Board with a minimum of up to 150 days' notice.

d. This Agreement or any provision thereof can only be terminated or modified by mutual consent of the parties reduced to writing and signed by the parties.

e. If any provision of this Agreement or any application of the Agreement is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect. In the event changes in Federal and State laws and/or regulations are modified so as to reduce the stated contractual benefit,

the parties agree to reopen this contract, specifically to identify alternative benefits equal to the original terms.

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

Attest:

CENTRAL BUCKS SCHOOL DISTRICT

School Board Secretary

By: _____
Dana Hunter, School Board President

Charles Malone, Ed.D.

EXHIBIT "A"

Job Description

Central Bucks School District
Position Description

Position Title: Assistant Superintendent for Secondary Education
Department: Central Office
Reports to: Superintendent

Summary: To provide administrative leadership in developing, achieving and maintaining high quality educational programs and services to all secondary students in the school district and to organize and direct available human and fiscal resources in an efficient and effective manner so as to serve student, community, and school district needs; to directly assist the Superintendent with the management of the district.

Essential Duties and Responsibilities:

1. To assist the Superintendent and the Assistant Superintendent for Elementary Education in directing the administration and coordination of the district's educational programs.
2. To provide administrative leadership for development and evaluation of the 7-12 curriculum programs and supporting services.
3. To assist with the interpretation of the present curriculum and proposed changes to the school board, the administration, the staff, the students and the general public.
4. To prepare, direct and supervise budgets for responsible areas and to assist other administrators in planning for the use of financial and human resources.
5. To assist with the recruitment, interviewing, selection and employment of professional staff and secondary administrative staff.
6. To assist in the supervision and evaluation of professional staff with focus on non-tenured teachers.
7. To provide leadership in fostering professional growth; to assist with the development, coordination and evaluation of professional staff development programs and new teacher induction program.
8. To conduct, coordinate and develop district-wide needs assessment, research, and testing for measuring the effectiveness of the total educational program.
9. To analyze the effectiveness of educational program and to provide recommendations for improvement.
10. To keep informed of the latest research, trends and developments in all areas of education and to interpret these matters for school board, staff and community.
11. To coordinate and supervise the process of secondary program planning and staffing.
12. To coordinate and supervise the secondary district curriculum coordinators and their programs.
13. To encourage and assist with the development of new areas of educational programming through the organization and implementation of pilot studies and educational grants.
14. To attend school board meetings and to prepare such reports for the board as the Superintendent may request.
15. To assist in the development of policies, regulations and procedures.

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16. To coordinate and supervise the Title II Eisenhower Grant and Programs.
17. To assist in the development and implementation of community based learning programs.
18. To represent the district at approved local, state, and national conferences, workshops and activities.
19. To perform such other tasks and to assume such other responsibilities as may be assigned by the Superintendent.

Supervisory Responsibilities:

1. Supervise and evaluate performance of Secondary Principals and Confidential Executive Assistant to the Assistant Superintendent.
2. Share supervision and performance evaluation responsibility with the Assistant Superintendent for Elementary Education for Staff Development Facilitators, Curriculum Supervisors and Curriculum Coordinators.
3. Assist administrators with the supervision of assistant principals, professional and support employees.
4. Supervise budgets for responsible areas.

Education and/or Experience: Master's degree or Doctorate in Education Administration or related field; Pennsylvania Letter of Eligibility for Assistant Superintendent or Superintendent. Successful experience as a teacher, administrator and/or supervisor.

Knowledge, Skills and Abilities: Strong communication skills; demonstrated ability to work with other people and knowledge of contemporary educational issues and methodologies.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Must be able to travel to various school district buildings. Must be able to prepare and present oral presentations. Must be available beyond the framework of the normal work day for meetings, presentations, programs, etc.

Terms of Employment: 261 days/12 months

The information contained in this job description is for compliance with the American with Disabilities Act and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned.

EXHIBIT "B"

Instructional Administrator Performance Appraisal