

SUBSTITUTE SUPERINTENDENT EMPLOYMENT AGREEMENT

THIS SUBSTITUTE SUPERINTENDENT EMPLOYMENT AGREEMENT

("Agreement") is made this 15th day of May, 2025, by and between the **BOARD OF SCHOOL DIRECTORS (the "Board") OF THE CENTRAL BUCKS SCHOOL DISTRICT**, a Pennsylvania public school district, with its principal offices located at 20 Welden Drive, Doylestown, Pennsylvania 18901 (hereinafter the "District") and **DR. CHARLES MALONE**, (hereinafter "Dr. Malone").

RECITALS:

WHEREAS, Dr. Steven M. Yanni (hereinafter "Dr. Yanni") is currently the duly elected Superintendent of the District; and

WHEREAS, Dr. Yanni has been on a leave of absence since April 24, 2025; and

WHEREAS, the Board desires to engage Dr. Malone, who is currently the District's Assistant Superintendent for Secondary Schools, to serve as District Substitute Superintendent effective April 24, 2025, and ending upon the earliest of the following ("the Substitute Superintendent Termination Date"):

- 1) Dr. Yanni's return to work from administrative leave;
- 2) the appointment of an Acting Superintendent or successor Substitute Superintendent;
- 3) the end of Dr. Yanni's current term as Superintendent;
- 4) the termination of this Agreement upon fourteen (14) days' notice pursuant to Section 8.

WHEREAS, Dr. Malone desires to be retained by the Board upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. **Appointment as Substitute District Superintendent.** Dr. Malone is hereby appointed by the Board as District Substitute Superintendent for a term (hereinafter referred to as "Term of

Employment") beginning on April 24, 2025 and ending on the Substitute Superintendent Termination Date (hereinafter referred to as "Term of Employment").

2. **Compensation.** For the services rendered by Dr. Malone as Substitute District Superintendent pursuant to this Agreement, the District shall pay Dr. Malone a stipend in the amount of Seven Thousand Five Hundred Dollars (\$7,500) per month (prorated for partial months) in addition to all compensation and benefits that Dr. Malone currently receives as the District's Assistant Superintendent for Secondary Schools. Said compensation shall be subject to ordinary and necessary withholdings and shall be paid in accordance with the District's established payroll schedule.
3. **Benefits Entitlement.** Dr. Malone shall continue to be entitled to all of the fringe benefits to which he is currently entitled pursuant to his current Employment Agreement as the District's Assistant Superintendent for Secondary Schools.
4. **Duties of Dr. Malone.** Dr. Malone agrees to perform well and faithfully the duties required by the Board from time to time, and to do so in accordance with applicable law, including, but not limited to the School Code, and shall further perform such duties in connection with such employment as the Board may assign. The Board and Dr. Malone acknowledge and affirm that the assumption of both the Substitute Superintendent and Assistant Superintendent for Secondary Schools responsibilities constitutes an extraordinary, temporary workload requiring substantial professional judgment and time management. The Board agrees to provide Dr. Malone with reasonable support in managing duties during this period.
5. **Expenses.** The District will reimburse Dr. Malone for all proper documented expenses incurred while traveling on official business of or for the District, in accordance with established District

reimbursement policies.

6. **Certificate to Act as Superintendent of Schools.** Dr. Malone represents that he has and will at all times during the Term of Employment have a Letter of Eligibility or Commissions Qualification Letter to act as a Superintendent of Schools in the Commonwealth of Pennsylvania. Dr. Malone agrees to promptly notify the Board if the foregoing representation is no longer true and correct during any period during the Term of Employment.
7. **Public School Code.** This Agreement shall not be in violation of the provisions of the School Code and shall be construed as containing and be read in conformity with all the provisions of the School Code which relate to the relationship of a "district" and its "superintendent."
8. **Termination.** Either the Board or Dr. Malone, with or without cause, for any reason or for no reason, except for a reason prohibited by law, may terminate this Agreement at any time upon fourteen (14) calendar days' notice in writing to the other. Upon termination of this Agreement, the payment of the herein-specified stipend shall cease. Dr. Malone hereby waives any and all rights to any hearings that may exist with respect to being terminated from the position of Substitute Superintendent pursuant to this Agreement, to the extent they exist. Upon the termination of this Agreement, Dr. Malone shall be entitled to return to his position as Assistant Superintendent for Secondary Schools for the District without any further action on the part of Dr. Malone or the Board, and with all rights, privileges, and benefits associated with said position.
9. **Professional Liability.** The Board agrees that it will defend, hold harmless and indemnify Dr. Malone from any and all demands, claims, suits, actions and legal proceedings brought against Dr. Malone in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident arose while Dr. Malone was acting, or reasonably believed he was acting,

within the scope of his employment. This obligation shall survive the termination of this Agreement.

10. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes any prior understandings or written or oral agreements between the parties with respect to the within subject matter. This Agreement may not be changed, amended, modified, or superseded except by written instrument executed by the parties hereto.
11. **Severability.** If any 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; and the remaining provisions shall be construed as if not containing the provisions or provision held to be void or invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.
12. **Miscellaneous.** This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. The headings contained in this Agreement are for reference purposes only and shall not in any way effect the meaning or interpretation of this Agreement. 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.

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

CENTRAL BUCKS SCHOOL DISTRICT

Attest: Stephanie Radcliffe
Stephanie Radcliffe, Board Secretary

By: Susan Gibson
Susan Gibson, Board President

SUBSTITUTE SUPERINTENDENT

Witness: Charles Malone

By: Charles Malone
Charles Malone, Ed.D.