

May 20, 2014

Mr. Arthur J. McDonnell

**RE: Employment Agreement**

Dear Art:

This Agreement sets forth the terms we have agreed will govern your continued employment by the Tredyffrin/Easttown School District.

- 1) **Position:** Your position is Business Manager and Board Secretary, TESD.
- 2) **Reporting Relationship:** You report directly to the Superintendent of Schools, TESD. Please be advised that the District reserves the right to change your reporting relationship in its sole discretion and consistent with operational needs and strategic priorities of the District.
- 3) **Position Responsibilities:** You are responsible for responding to all questions relating to the District business, financial and operations matters. As Business Manager, you will interpret the financial concerns of the District to the community. This includes all components of Act 1. You will also present the annual budget, highlighting cost control actions applied to the long-range fiscal planning of the District, as well as other duties that the Board and the Superintendent may from time to time assign to you. These duties, as well as all other key responsibilities of this position, are further described in the job description contained in Appendix A, and are meant to include duties, incidental, necessary and appropriate to carry out the responsibilities of your position.
- 4) **Effective Date:** July 1, 2014
- 5) **Term of Appointment and Renewal:** Your term of appointment is from July 1, 2014 to June 30, 2019. Thereafter, the term of your appointment shall automatically renew for five year renewal periods on each July 1, beginning on July 1, 2019, unless a notice of termination is provided by either party at least 180 days prior to the last day of the current term. A renewal period may be shortened or lengthened upon our mutual agreement. In the event of an unsatisfactory evaluation issued within 60 days before or after the expiration of a renewal term, the Board may elect to terminate your employment upon 180 days notice to you. At all times, during the initial term of appointment and any renewal terms, you are

subject to termination for cause pursuant to and under the procedures stated in Section 1089 of the Public School Code of 1949, as amended.

6) **Compensation:**

- 7) **Base Compensation:** Your annual compensation starting on July 1, 2014, will be One Hundred Eighty-five Thousand Dollars (\$185,000), less necessary taxes and withholdings, paid bi-weekly. Changes to base compensation will be reviewed at least annually, commensurate with similarly-situated leaders of the District and based upon market conditions for positions of similar scope and upon your performance. This review may also include, at the discretion of the Board, consideration of assumption of additional duties.

**Employee Benefits:**

- a) You shall receive all fringe benefits referred to as “Administrator Benefits” contained in the District's Administrator Compensation Plan (“the ACP”) 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.
- b) As noted above, you shall receive the sick leave benefit set forth in the ACP or, if applicable, the then current ACP.
- c) District agrees to pay for conferences and individual (as distinguished from District memberships) membership in professional associations directly related to your position; however, the total amount spent per year for conferences and membership dues shall not exceed the budget, and shall be subject to the approval of the Superintendent.
- d) Please be advised that the District reserves the right to amend, modify or rescind the ACP or, if applicable, the then current ACP at any time at its sole discretion to the extent permitted by law.
- 8) **Professional Liability Protection:** The Board agrees to provide legal counsel and indemnify you against all uninsured financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other conduct resulting in bodily injury or other injury to any person or damage to the property of any person committed while you are acting within the scope of your employment or under the direction of the Board.

- 9) **Disclosure:** The Board strongly believes that its employees should not join or continue involvement with the District if they have, or fail to reveal, any conflicts of interest. Therefore, if you accept this new employment agreement, you agree that you are not aware of any actual or potential conflict of interest between the District, its employees, officers, trustees and you in your role as Business Manager, TESD. If you have any business relationships that represent a potential conflict of interest, please disclose them to me prior to accepting this new employment agreement. Further, by accepting this offer, you agree to clear with the Superintendent of Schools, TESD, and any prospective consulting arrangements you would like to perform outside of your employment at the District.
- a) In addition, you have represented to the Board that you have not been convicted of any crime and that you have not been disciplined by any professional society or licensing body. You have also represented to the Board that you have disclosed any instances in which you have been personally involved -- in connection with the practice of your profession or responsibilities related to your employment -- in any investigation by law enforcement officials, other government agencies, or professional or licensing bodies into allegations of criminal misconduct or violations of professional standards. If, at any time following your acceptance of this offer throughout the course of your employment with the District, you become aware that you are involved in any such investigation, you agree to disclose that fact to the Superintendent of Schools, TESD immediately.
- b) You may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided that engaging in such activities does not materially interfere with your duties as Business Manager, TESD, and with the express written consent of the Superintendent, TESD. In the course of any writing, speaking teaching or other outside work, you shall not represent your views as the views of the Board or the District, or any of its employees, without express written consent of the Superintendent.
- 10) **Proprietary/Confidentiality Information and Nondisclosure:** You acknowledge a duty of confidentiality owed to the District. You shall not, nor shall any corporation, partnership, or other business entity or person owned or controlled by you, directly or indirectly, at any time during or after your employment by the District, disclose or make accessible to anyone, use, or retain in writing or any other medium, without the express authorization of the District, any Confidential or Proprietary Information of the District. You hereby acknowledge that the Confidential or Proprietary Information is the property of the District, that you shall not duplicate or make use of any such Confidential or Proprietary Information other than in pursuit of the District's activities, and that, upon termination of employment for any reason, you shall deliver to the District, without further demand, all copies thereof, in any medium whatsoever, which are then in your possession. For purposes of this Agreement, Confidential or Proprietary Information shall mean all types of proprietary data and confidential information of the District, which is not legitimately in the public domain, including, but not limited to, all compensation or financial information, student lists, employee files, bid documents, contract forms and other books, records or files relating to the District's business.

11) **General Provisions**

- a) This Agreement and all appendices, addenda, and amendments made part thereof shall be binding upon the Board and the School District and upon their successor Boards.
- b) If any provision of this Agreement be declared illegal by final decision of a court of this Commonwealth, said provision shall be deemed deleted from this Agreement and the remaining provisions shall remain in full force and effect if not otherwise affected by said deletion.
- c) The provisions of this Agreement and its appendices may not be changed or supplemented except by written amendment that has been agreed to and signed by both parties.

If you accept this offer, please sign both copies below and return one copy to the District.

Sincerely,

TREDYFFRIN/EASTTOWN SCHOOL DISTRICT

By: \_\_\_\_\_  
Kevin Buraks  
Board President

ACKNOWLEDGED AND AGREED:

Name: \_\_\_\_\_  
Arthur J. McDonnell

Date: \_\_\_\_\_