

**EMPLOYMENT CONTRACT  
BETWEEN  
DR. DANIEL GOFFREDO  
AND  
THE BOARD OF SCHOOL DIRECTORS  
OF  
THE GREAT VALLEY SCHOOL DISTRICT**

This Employment Contract (hereinafter referred to as “Agreement”), made and entered into this 1<sup>st</sup> day of June, 2020, by and between the Board of School Directors of the Great Valley School District, a Pennsylvania school district having its principal place of business at 47 Church Road, Malvern, PA 19355 (hereinafter referred to as “the Board” or “School District”).

AND

Dr. Daniel Goffredo (hereinafter referred to as “Dr. Goffredo” or “Superintendent”)

**WITNESSETH:**

**WHEREAS**, the Board desires to employ Superintendent as the Superintendent of the School District in accordance with the applicable provisions of the Pennsylvania Public School Code of 1949, as amended (hereinafter referred to as the “School Code”) and the laws of Pennsylvania, for a period as hereinafter set forth, at a per annum salary hereinafter set forth, and upon the terms and conditions hereinafter set forth, and Superintendent desires to be so employed; and

**WHEREAS**, the Board desires to provide Superintendent with a written employment contract 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 Article X of the School Code; and

**WHEREAS**, the Board and Superintendent believe that a written employment contract is necessary to describe specifically their 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 educational program of the schools;

**NOW, THEREFORE**, the Board and Superintendent, intending to be legally bound hereby, for the consideration herein specified, agree as follows:

**1. TERM.**

The Board does hereby employ Superintendent in the capacity of Superintendent of the School District for a term commencing on July 12, 2020, and ending on June 30, 2025 (“Term”). This Agreement shall terminate immediately upon the expiration of the Term unless the Agreement is otherwise terminated sooner pursuant to the provisions of this Agreement or allowed to renew automatically in accordance with Section 1073(b) of the School Code or this Agreement.

**2. RIGHTS, POWERS, AND AUTHORITY.**

The Board, on its own behalf and on behalf of the electors of the School District, and Superintendent, hereby retain all power, rights, authority, duties, and responsibilities conferred upon and invested in it and in him, respectively, by the laws and the Constitution of the Commonwealth of Pennsylvania save for any power or rights limited by the express terms of this Agreement.

**3. PROFESSIONAL CERTIFICATION.**

Superintendent covenants that he possesses all of the qualifications that are required by law to serve as a District Superintendent. 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 and regulations and to present the same to the Board.

Superintendent agrees to promptly notify the Board if he is no longer in possession of a duly issued and validated certificate (i.e., Letter of Eligibility) to act as School District Superintendent

in the Commonwealth of Pennsylvania. He further agrees to subscribe to and take the proper oath of office before entering upon his duties.

**4. DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT.**

(a) During the term of this Agreement, Superintendent shall serve as chief administrator of the District and as executive officer for the Board and perform the duties of the Superintendent in a competent and professional manner to the best of his abilities in accordance with the laws and regulations of the Commonwealth of Pennsylvania, the policies of the District, and the regulations of the Board. The Board, individually and collectively, shall refer promptly all criticisms, complaints, and suggestions called to its attention to Superintendent for study, deposition, or recommendation as appropriate. The Board shall provide Superintendent with a private office, secretarial support, and such other facilities and services as the Board and Superintendent shall determine to be suitable to his position and adequate for the performance of his duties.

(b) Superintendent shall be responsible for the administration of the affairs of the School District and the administration of the schools under his direction, including, but not limited to programs, personnel, and business management. Superintendent shall, subject to the direction and approval of the Board, direct and assign teachers and other employees of the schools under his supervision; organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the School District; establish and maintain effective procedures and controls for expenditures of all School District funds in accordance with the annual School District budget; provide the Board with information pertinent to their legislative roles; direct the Administration to draft and review with the Board such preliminary and final budgets as are required by state law and Board policy; suggest regulations, rules, and procedures to the Board; plan, initiate, and implement programs and

policies concerning the organizational, operational, and educational function of the School District as directed by the Board; assist the Board in developing short-range and long-range goals and methods for the Board to evaluate the operational effectiveness of the School District; keep the Board informed by written and oral reports as to the operation and needs of the School District; and perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the Board from time to time that the Board considers appropriate to and consistent with the professional role and responsibilities of the Superintendent in accordance with the School Code.

(c) In addition to the foregoing, Superintendent shall have the following duties:

(1) Recommend policies for consideration and adoption by the Board, as well as interpret and implement the policies approved by the Board.

(2) Keep the Board informed on a timely basis of all School District matters of importance, including but not limited to any School District compliance issues (e.g., compliance with the Individuals with Disabilities Education Act, as amended).

(3) Assignment and work schedules of all professional and support staff members, such assignments to be consistent with the laws of the Commonwealth of Pennsylvania and regulations of the State Board of Education.

(4) As chief educational leader, Superintendent shall lead administrative and faculty members in preparation of student learning outcomes and assessment procedures, selection of textbooks, coordination of national and state testing programs, and purchase of supplies, equipment, and other educational materials.

(5) Recommend expulsion of students according to laws of the Commonwealth and regulations of the Board and the State Board of Education.

(6) Visit classes and consult with teachers and principals concerning improvement of instruction.

(7) Exercise leadership in developing and coordinating public relations programs.

(8) Implement the teacher evaluation program in accordance with the School Code.

(d) Superintendent shall furnish recommendations to the Board on all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the School District, all subject to final approval by the Board.

(e) Superintendent will attend all regular and special meetings of the Board – with the exception of Board executive sessions called for the purpose of discussing Superintendent’s performance – and all committee meetings thereof, and will serve as advisor to the Board and said committees on all matters affecting the District. Superintendent shall have a seat on the Board and the right to speak (but not vote) on all issues before the Board. Superintendent shall be entitled to present his recommendation to the Board on any subject under consideration by the Board prior to action being taken on the subject by the Board.

(f) Superintendent agrees to devote his time, skill, labor, and attention to said employment during the term of the Agreement; provided, however, that Superintendent, with prior written consent of the Board, and as allowable under the law, may undertake outside work, including consulting work, speaking engagements, writing, lecturing, adjunct teaching, or other professional duties and obligations, so long as any such undertakings do not interfere with performance of his duties as Superintendent, as exclusively determined by the Board, and as long

as Superintendent shall provide the Board with reasonable advance notice of the time of such undertaking(s) and when they will require his absence from the School District. Any compensation for such undertaking(s) shall belong to the Superintendent.

**5. PROFESSIONAL GROWTH OF SUPERINTENDENT.**

The Board encourages the continuing professional growth of Superintendent through his participation, as he might determine in light of his responsibilities, as approved by the Board in:

- (a) The operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school board associations;
- (b) Seminars and courses offered by public and private educational institutions; professional development and continuing education programs and conferences; and
- (c) Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform his professional responsibilities for the Board.

In its encouragement, the Board shall permit a reasonable amount of release time for Superintendent to attend to such matters and shall pay for the necessary membership, fees, tuition, travel, and subsistence expenses, provided that he shall have obtained prior approval of the Board.

**6. SUPERINTENDENT EVALUATION AND OBJECTIVE PERFORMANCE STANDARDS AND ASSESSMENT.**

- (a) Consistent with Board Policy No. 312, the associated administrative regulations, and 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 met the objective performance standards on the District's publicly accessible website.

(b) Consistent with Board Policy No. 312, and the associated administrative regulations, the Board shall review with Superintendent his performance toward meeting the goals and objectives as developed in accordance with subsection (a) above, including but not limited to the Superintendent's working relationship among the Board, faculty, staff, and community. It is the intention that Superintendent shall be evaluated by June 30 in each year of the Agreement. The performance of Superintendent shall be assessed, in part, against the objective performance standards that have been mutually agreed upon by the Board and Superintendent subject to the requirements of Board Policy No. 312, the associated administrative regulations, and the School Code.

(c) The Board and Superintendent hereby mutually agree upon the following performance standards that will be applicable to Superintendent for Superintendent's evaluation during the time period beginning July 12, 2020, and ending June 30, 2021. These performance objectives can be modified from year to year as set forth herein:

(1) Student Growth and Achievement. Superintendent uses multiple data sources to assess student success and growth, as appropriate, specific to needs within the School District and as determined annually in collaboration with the Board.

(2) Organizational Leadership. Superintendent works collaboratively with the Board to support the mission of and a shared vision for the School District, displays an ability to identify and rectify problems affecting the School District, manages School District staff and promotes the use of best practices in all buildings and departments, and works to positively influence the climate and culture of the School District.

(3) School District Operations and Financial Management. Superintendent manages effectively, ensuring completion of activities associated with the annual budget by overseeing the distribution of resources in support of School District priorities.

(4) Communication and Community Relations. Superintendent communicates with and effectively engages the staff, the Board, and members of the community, clearly articulating School District goals and priorities, addressing issues affecting the School District, and building support for School District goals, initiatives, and programs.

(5) Human Resource Management. Superintendent incorporates best practices for human resource management and oversight, coordinating staffing, recruitment, and other human resource functions within the School District.

(6) Professionalism. Superintendent models professional decision-making processes and ethical standards consistent with the values of Pennsylvania's public education system, as well as those of the School District, and works to individually reflect upon his effectiveness within the role, as well as to improve effectiveness through the use of professional development literature and activities.

(d) Consistent with Board Policy No. 312, the associated administrative regulations, and the School Code, the key performance indicators under each objective performance standard will undergo an annual review by Superintendent and the Board. Modifications may be made by mutual agreement, in writing, of the Superintendent and the Board to address the current nature of challenges, issues, and needs facing the School District. The Board shall provide Superintendent with periodic opportunities to discuss Superintendent/Board relationships.

(e) The Board shall evaluate, in writing, the performance of Superintendent at least once per year during the term of this Agreement, no later than June 30 of each year, unless the

Board and Superintendent mutually agree in writing to another date to conduct the annual evaluation. The annual performance assessment shall be conducted in an executive session limited to members of the Board and Superintendent, unless a third party is invited to participate by the Board or Superintendent, in which event, the third party can be present for the evaluation if mutually agreed upon by the Superintendent and the Board. An evaluation instrument and method mutually agreed upon in writing by the Board and Superintendent shall be utilized for the annual performance assessment; provided, however, that any evaluation instrument and method selected shall require the Board to obtain a consensus consisting of at least a majority of the entire Board to provide feedback on the evaluation of Superintendent, rather than simply averaging the feedback of each member of the Board regarding each aspect of the evaluation. In the event that the Board consensus determines that the performance of Superintendent is Unsatisfactory or Failing in any respect, it shall describe in writing the specific instances of Unsatisfactory or Failing performance. A copy of the written evaluation shall be delivered to Superintendent. Consistent with Pennsylvania law, Superintendent shall have the right to make a written response to the evaluation. The Board's evaluations and Superintendent's response(s) shall be private and shall not become public knowledge either through verbal or written communication, except as follows:

- (1) As required by state or federal law;
- (2) In order to comply with a validly issued administrative or judicial

subpoena; or

- (3) In order to comply with the requirements of Section 1073.1 of the School Code to post whether or not Superintendent met the mutually agreed upon objective performance standards established by the Board and Superintendent.

(f) In the event that the Board fails to conduct a performance assessment in accordance with the terms of this Agreement and the School Code, Superintendent's performance will be deemed "Proficient" and he will be entitled to the base level salary increase established in this Agreement during any year of the Term of this Agreement.

**7. COMPENSATION AND FRINGE BENEFITS.**

(a) **Base Compensation.** Superintendent's annual base salary will be pro-rated for the time period of July 12, 2020, through June 30, 2021, and will be based upon an annual salary of Two Hundred Thirty-Nine Thousand Dollars (\$239,000.00) (the "Base Salary"), payable in biweekly or bimonthly installments in accordance with the policy of the Board governing payment to employees, less necessary withholdings and deductions required by law.

(b) **Compensation Adjustments.** Effective July 1, 2021, for the 2021-2022 school year; July 1, 2022, for the 2022-2023 school year; July 1, 2023, for the 2023-2024 school year; and July 1, 2024, for the 2024-2025 school year, Superintendent's Base Salary shall be increased by a percentage equal to the Pennsylvania base Act 1 index applicable for the school year in question, less legally required withholdings, conditioned upon Superintendent receiving at least an overall Proficient rating on the annual evaluation. If Pennsylvania's Act 1 index does not exist during any school year during the Term of this Agreement, the Superintendent's annual salary will be increased by his prior year's percentage increase.

(c) **Awarding of Salary Increases.** Salary increases, as referenced in Section 8.(b), will be awarded on an overall performance evaluation from the Board of "Proficient" or "Distinguished," in accordance with this Agreement. Where Superintendent receives an overall rating of "Needs Improvement," the Board shall have the discretion as to whether or not it will increase Superintendent's salary. Where Superintendent receives an overall rating of "Failing," there will be no increase. The Board may provide additional increases to the Superintendent's

salary, including but not limited to one (1) time bonuses, within its discretion throughout the life of the Agreement.

(d) **Deferred Compensation.** For each year of this Agreement, the School District shall contribute on behalf of the Superintendent an amount equal to five percent (5%) of his annual salary to a 457(b) account established by the Superintendent with a provider approved under the School District's IRS §457(b) Non-Qualified Deferred Compensation Plan. Once the Superintendent has twenty (20) or more years of service with the School District, such annual contribution shall be increased to six percent (6%) of the Superintendent's annual salary. This contribution shall be a deferral from the Administrator's salary and shall not be in addition to such salary. This reflects the intention of the District to include such deferrals as "retirement covered compensation" for PSERS purposes.

(e) **Merit Pay.** In addition to the salary provided herein, the Superintendent will be eligible to receive an annual merit bonus of up to 5% of his then-current annual salary, less legally required withholdings, that will be awarded at the sole discretion of the Board. This merit bonus will not be included as part of the base compensation in Section 8.(a) for purposes of salary increases, as provided in Section 8.(b), or for purposes of deferred compensation, as provided in Section 8.(d).

(f) **Additional Benefits.** Superintendent shall receive all benefits not otherwise enumerated in this Agreement provided to School District administrators pursuant to the Act 93 Compensation Plan in effect as of the school year in question pursuant to Section 11-1164 of the Public School Code of 1949, as amended (hereinafter "ACP"), with the following exceptions and/or clarifications:

(1) Vacation. The Superintendent shall carry forward in this Agreement and be credited on the first day of the Term of this Agreement with all of his unused vacation leave accrued during his employment with the School District. In addition, Superintendent shall earn thirty (30) days of vacation per school year, which shall be credited on July 1 of each year of this Agreement. Unused vacation days will be allowed to accumulate up to sixty (60) days. Superintendent may opt to be paid instead of taking a vacation day for a maximum of ten (10) days per school year at Superintendent's then current Per Diem Rate of Pay for each day of unused vacation leave ("Per Diem Rate of Pay" as the term is used throughout this Agreement shall equal Superintendent's then current gross annual salary divided by 260). Such days will be paid through normal payroll procedures and will not be eligible for PSERS credit and any days paid for will be deducted from the accumulated vacation. The School District shall pay the Superintendent for unused days of vacation leave at the time this Agreement is terminated for any reason. The School District shall pay the Superintendent his then-current per diem rate of pay for each day of unused vacation leave up to a maximum payment for sixty (60) days of vacation leave.

(2) Contribution to 403(b) Account. In July 2020 and July of each subsequent year of this Agreement, in addition to his salary, the School District shall make an annual non-elective contribution to Superintendent's 403(b) plan in the amount of five percent (5%) of the Superintendent's then-current base salary. There shall be no cash option for such contributions.

(3) Post-Retirement Benefits. At the time of retirement, the Board shall provide the Superintendent a lump sum benefit of one hundred thousand dollars (\$100,000.00) that will be deposited in the Superintendent's health reimbursement account, provided that such deposit is permitted by law at the time of the Superintendent's retirement. To the extent that

such payment into the HRA is not permitted by law for any reason, including but not limited to the reason that such payment exceeds the amount which would satisfy any non-discrimination rules in effect pursuant to the Internal Revenue Code, such payment or any excess portion thereof shall be included in the Superintendent's taxable income for the year, and the deposit shall be reduced by the amount of any applicable withholding for federal income tax that cannot be satisfied from other cash compensation provided to the Superintendent. It is the intention that this deposit shall be in lieu of any retirement benefit that covers health benefits for retirees pursuant to the ACP.

(4) Term Life Insurance. The Board shall pay the premium for a term life insurance policy in an amount of six hundred and fifty thousand dollars (\$650,000.00), so long as the Superintendent remains employed by the School District and following his retirement so long as he remains insurable at regular and reasonable rates. The term of the policy shall be twenty-five (25) years commencing on July 1, 2020, and ending on June 30, 2045. The Board shall be under no obligation to continue this policy if the Superintendent does not retire from the Great Valley School District or if the Superintendent does not remain actively and continuously employed with the School District at least through the term of this Agreement. At retirement of Superintendent (for purposes of this Agreement, retirement means a superannuated retirement or disability retirement pursuant to the Public School Employees' Retirement System), the Board's obligation to pay the premium cost for the policy is reduced to one half (0.5) of the cost of the term policy. The Superintendent will be obligated to pay the balance of the cost of the term policy. The failure of the Superintendent to pay his half of the premium cost of the term policy will result in policy lapse. This benefit shall be in lieu of any life insurance benefit contained in the ACP.

(5) Sabbatical Leave of Absence. If the Superintendent foregoes his entitlement to a sabbatical leave in the eligible year, the Superintendent shall be eligible for a severance payment at retirement equal to thirty-three percent (33%) of his final annual salary. The Superintendent will not be eligible for such severance payment in the event that such retirement occurs as a result of the Board failing to renew the Superintendent's Contract at the end of the term of this Agreement. The Superintendent shall not have the option to receive a cash payment in lieu of a supplemental retirement benefit. The supplemental retirement benefit shall be paid in accordance with the ACP. In the event of the death of the Superintendent prior to his retirement, the value of the sabbatical leave shall be paid as a death benefit to the Superintendent's surviving spouse or to his estate if no surviving spouse.

(6) Computer Equipment. The Superintendent may keep the computer equipment that he is using for work purposes at the time of retirement, with the understanding that any confidential student information or other HIPAA-protected information would have to be returned to the Board and wiped from the Superintendent's computer.

(7) Other Benefits. The Superintendent shall be entitled to any and all benefits provided to other School District administrators as provided in the School District's ACP and/or in any other School District administrator's individual employment contract, even though such benefits are not enumerated in this Agreement to the extent that such benefit is not inconsistent with any benefit provided for herein. In the case of any conflict, the benefit most advantageous to the Superintendent shall govern. Any increase or improvement in benefits extended to any School District administrator during the Term of this Agreement will also be extended to the Superintendent and become part of this Agreement. Nothing contained herein shall preclude the School District from providing additional benefits and incentives to

Superintendent as may be agreed to by the parties in writing as an amendment to this Agreement, to the extent permitted by law.

**8. PROFESSIONAL LIABILITY PROTECTION.**

The School District further agrees that it shall, to the extent allowable by applicable law, defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in his official capacity as agent and employee of the Board, provided that Superintendent was acting within the scope of his office or duties hereunder. This paragraph shall not apply to discharge or removal proceedings instituted by the Board, nor shall provision of legal counsel constitute an admission by it of liability for the action complained of. No indemnification should be provided for claims resulting from Superintendent's gross negligence, misconduct, or any action (or failure to act) unrelated to or beyond the scope of the Superintendent's employment. The obligations of this provision shall survive the termination of this Agreement.

**9. INVESTIGATIONS BY THE BOARD.**

In the event the Board directs that any investigation of Superintendent's conduct or performance be undertaken, Superintendent shall be notified of the occurrence and purpose of such investigation prior to the commencement of the same, unless the investigation is initiated by a governmental agency requiring confidentiality of the investigation or unless there is a claim of illegal harassment directed toward Superintendent that needs to be initially investigated on a confidential basis. Under such circumstances, Superintendent will be notified of the existence of such an investigation within thirty (30) days after the Board is notified of the investigation based upon harassment reasons.

**10. INTERNAL REVENUE CODE SECTION 409A COMPLIANCE.**

This Agreement and its operation are intended to comply with Section 409A of the Internal Revenue Code to the extent such Internal Revenue Code section applies to any non-qualified deferred compensation paid hereunder. The Board and Superintendent intend that this Agreement shall be administered, interpreted and construed in a manner consistent with Section 409A of the Internal Revenue Code and the regulations relating thereto so as not to subject the Superintendent to the payment of tax, interest and any tax penalty which may be imposed under Section 409A. The provisions of this Agreement shall be construed and interpreted in such a manner consistent with such good faith intent. Each payment and each installment described in this Agreement shall be considered a separate payment from each other payment or installment. Notwithstanding any other provision of this Agreement, it is intended that any payment or benefit which is provided pursuant to or in connection with this Agreement which is considered to be nonqualified deferred compensation subject to Section 409A shall be provided and paid in a manner, and at such time and in such form, as complies with the applicable requirements of Section 409A of the Internal Revenue Code. The Board and the Superintendent shall cooperate in good faith to modify this Agreement as necessary to comply with the requirements of Section 409A of the Internal Revenue Code and preserve to the maximum extent possible the economic value of the relevant payment or benefit to the Superintendent under this Agreement. This obligation shall survive the termination of this Agreement.

**11. RENEWAL OF EMPLOYMENT AGREEMENT.**

In accordance with Section 1073 of the School Code, the Board may act during the last year of Superintendent's term to reappoint Superintendent to a new term or to appoint another person as Superintendent thereafter. The Board must notify Superintendent no later than ninety

(90) days prior to the expiration date of this Agreement of the Board's intent whether or not to reappoint Superintendent. Should the Board fail to so notify the Superintendent, Superintendent shall be deemed to be appointed for an additional Term of one (1) year, and the terms and conditions of this Agreement shall be incorporated into a successor contract unless mutually agreed otherwise by the Board and the Superintendent.

**12. SEPARATION FROM EMPLOYMENT.**

In the event that Superintendent seeks to resign or separate his employment with the District for any reason other than death, illness, or disability, Superintendent shall give the Board at least ninety (90) days' written notice in advance of the employment severance date. The failure of Superintendent to give such required written notice shall cause Superintendent to lose any entitlement to any unused vacation days, other payments, benefits, or any other entitlement to be paid upon employment separation, whether it be through Board policy or pursuant to the ACP.

**13. DISCHARGE AND TERMINATION.**

This Employment Agreement or any extensions or renewals hereof may be terminated by:

(a) Mutual agreement by the parties, under such terms and conditions as are mutually agreed upon in writing. If this Agreement is terminated in this manner, the School District shall pay and provide to the Superintendent all of the aggregate compensation, salary, and benefits, the Superintendent earned, accrued and/or is entitled to in accordance with this Agreement through the mutually agreed upon effective date of the termination of this Agreement plus any applicable post-employment and retirement benefits provided for in this Agreement and any additional amount mutually agreed upon by the Board and Superintendent provided that such additional

amount shall be in compliance with Section 1073(e)(3) of the School Code (24 P.S. 10-1073(e)(3)).

(b) Retirement or resignation of Superintendent with ninety (90) days' notice as set forth above. If this Agreement is terminated in this manner, the District shall pay and provide to Superintendent all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums or benefits that Superintendent is entitled to in accordance with this Agreement through the effective date of his resignation and termination of this Agreement, plus, in the event of retirement, any applicable post-employment and retirement benefits provided for in this Agreement, subject to the limitations provided for under law.

(c) Disability of Superintendent. Disability shall be defined as physical or mental disability as documented by competent medical evidence, which after reasonable accommodation of such disability as required by law substantially interferes with Superintendent's ability to perform the essential functions of his employment for a continuous period of one (1) year or more. Nothing herein shall be construed to deny Superintendent sick leave and/or other benefits to which he is entitled. The Board may terminate this Agreement by written notice to Superintendent at any time after such period of disability lasts one (1) year or more. Superintendent shall continue to be eligible for all accumulated sick leave and such other leave to which he is entitled. If questions exist concerning the capacity of Superintendent to return to his duties, the Board may require Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The Board and Superintendent shall mutually agree upon the physician who shall conduct the examination. If requested by the Board, the examination shall be done at the expense of the Board. The physician shall limit this

report to the issue of whether Superintendent has a continuing disability, which prohibits him from performing his duties.

(d) Discharge for Cause. The Board may terminate Superintendent for valid and just cause, for reasons specified under Section 1080 of the Public School Code, with appropriate notice and after an opportunity for a hearing on the charges against him. Discharge for cause shall occur in accordance with the provisions set forth in the Public School Code.

(e) Death of Superintendent. All salary and benefits shall cease upon the date of Superintendent's death, except for any and all death benefits and employee benefits properly payable to survivors of Superintendent.

(f) Notwithstanding the foregoing, nothing in this provision shall violate Superintendent's rights under federal or state law.

**14. NOTICES.**

Any notice required by this 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.

**15. SUCCESSORS AND ASSIGNS.**

This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns, except that this Agreement shall not be assignable by Superintendent.

**16. APPLICABLE LAWS.**

It is the intention of the parties hereto that the terms and conditions of this Agreement shall be consistent and in full compliance with the provisions of the School Code and the laws of Pennsylvania and any amendments thereto and that this Agreement shall be construed accordingly. If any provision of this Agreement is determined by any court to be invalid or inconsistent with the law, it is the intention of the parties hereto that all valid provisions which

are severable from the invalid provisions shall remain in effect and that this Agreement shall continue to be effective to the full extent that is consistent with the law.

**17. AMENDMENTS.**

The parties hereto shall fulfill all aspects of this Agreement; provided, however, that any exception or amendment hereto shall become effective only by mutual written consent of the parties hereto.

**18. ENTIRE AGREEMENT.**

This Agreement and exhibits hereto that are incorporated by reference contain the entire Agreement between the parties hereto except as otherwise stated herein and supersedes all other agreements and representations, written or oral, on the subject matter hereof, including any statements in referenced exhibits or attachments that may be in conflict with the statements herein

**19. ENFORCEMENT OF AGREEMENT.**

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania; any headings contained in this Agreement are for reference only and shall not in any way affect 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, and intending to be legally bound hereby, the parties have caused this Agreement to be duly executed the day and year first above written.

**BOARD OF SCHOOL DIRECTORS OF THE  
GREAT VALLEY SCHOOL DISTRICT**

DocuSigned by:  
By: *David Barratt*  
\_\_\_\_\_  
David Barratt  
President of the Board of School Directors

**ATTEST:**

DocuSigned by:  
*Charles E. Peterson Jr.*  
\_\_\_\_\_  
Charles E. Peterson, Jr.  
Secretary of the Board of School Directors

**DR. DANIEL GOFFREDO**

DocuSigned by:  
By: *Dan Goffredo*  
\_\_\_\_\_  
Dr. Daniel Goffredo  
Superintendent

**WITNESS:**

\_\_\_\_\_