

**EMPLOYMENT CONTRACT  
BETWEEN  
DR. REGINA C. SPEAKER PALUBINSKY  
AND  
THE BOARD OF SCHOOL DIRECTORS  
OF  
THE GREAT VALLEY SCHOOL DISTRICT**

This Employment Contract, made and entered into this 21<sup>st</sup> day of November, 2016, 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”)

AND

Dr. Regina C. Speaker Palubinsky (hereinafter referred to as “Dr. Palubinsky” or “Superintendent”)

**WITNESSETH:**

**WHEREAS**, the Board desires to employ Superintendent as the Superintendent of the District in accordance with the applicable provisions of the Public School Code of 1949 (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 Act 82 of 2012; 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, for the consideration herein specified, agree as follows:

**1. TERM.**

The Board does hereby employ Superintendent in the capacity of Superintendent of the Board for a term commencing on November 22, 2016, and ending no later than June 30, 2021. This Agreement shall terminate immediately upon the expiration of the term unless the Agreement is allowed to renew automatically.

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

The Board, on its own behalf and on behalf of the electors of the Board, and Superintendent, hereby retain all power, rights, authority, duties, and responsibilities conferred upon and invested in it and in her 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 she 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 she is no longer in possession of a duly issued and validated certificate to act as Superintendent of Schools in the Commonwealth of Pennsylvania. She further agrees to subscribe to and take the proper oath of office before entering upon her 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 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 shall determine to be suitable to her position and adequate for the performance of her duties.

(b) Superintendent shall be responsible for the administration of the affairs of the District and the administration of the schools under her 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 her supervision; organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the Board; establish and maintain effective procedures and controls for expenditures of all school funds in accordance with the annual school 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 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 District; keep the Board informed by written and oral reports as

to the operation and needs of the 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.

(c) In addition to the foregoing, Superintendent shall be responsible for the following duties:

(1) Recommend policies for consideration and adoption by the Board.

Superintendent shall be charged with interpreting and implementing the policies approved by the Board.

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

(3) Responsible for the assignment and work schedules of all staff members (professional and support). Assignments are 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 must exercise leadership with 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 effectiveness program in accordance with Act 82 of 2012, as amended.

(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 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 at the Board table and the right to speak (but not vote) on all issues before the Board. Superintendent shall be entitled to present her 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 her 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 statute, may undertake consulting work, speaking engagements, writing, lecturing, or other professional duties and obligations, so long as any such undertaking does not interfere with performance with her 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 her absence from the Board. Any compensation for such undertaking(s) shall belong to the Superintendent.

**5. EXPECTED KNOWLEDGE AND SKILLS.**

Superintendent is expected to possess a thorough knowledge of the principles, theory, and philosophy of education; skill in organizing the services to be offered by the Board, which would include planning for areas and facilities; level of adequacy at which services are to be provided; development of long-term financial plans, and formulation of plans for the development and replacement of personnel; understanding of the needs of the community, and ability to meet these needs with a progressive program; ability to guide and direct the work of the Board and its personnel and to delegate tasks with dispatch to particular parts or divisions of the Board; administrative skill in supervising the work of specialized personnel; intensive knowledge of the techniques of public administration, and executive capacity to make decisions judiciously; skill in communications; thorough knowledge of the development, maintenance, and operation of a school system and concomitant facilities; and ability to inspire and work harmoniously with peers and employees.

**6. PROFESSIONAL GROWTH OF SUPERINTENDENT.**

The Board encourages the continuing professional growth of Superintendent through her participation, as she might determine in light of her 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; and
- (c) Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform her 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 pay for the necessary membership, tuition, travel, and subsistence expenses, provided that she shall have obtained prior approval of the Board.

7. **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 her 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 of July 1, 2015, and ending June 30, 2016. 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 District and as determined annually in collaboration with the Board. Annual or other District performance objectives are articulated and clearly achieved under the direction of Superintendent relative to PSSA, PVAAS, and other locally determined measures.

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

(3) 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 District priorities.

(4) Communication and Community Relations. Superintendent communicates with and effectively engages the staff, the Board, and members of the community, clearly articulating District goals and priorities, addressing issues affecting the District, and building support for 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 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 District, and works to individually reflect upon her 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 the Board to address the current nature of challenges, issues, and needs facing the 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 investigating Superintendent, which in that event, the third party can be present for the evaluation. 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 part of a District-initiated investigation in accordance with the terms and provisions of this Agreement;
- (2) The requirements of state or federal law;
- (3) In order to comply with a validly issued administrative or judicial subpoena; or
- (4) In order to comply with the requirements of Act 82 of 2012 to post whether or not Superintendent met the agreed upon performance standards/objectives established by the Board.

(f) In the event that the Board fails to conduct a performance assessment in accordance with the terms of this Agreement, Superintendent will be entitled to the base level contract increase established in this Agreement during any year of the term of this Agreement.

## **8. COMPENSATION AND FRINGE BENEFITS.**

(a) **Base Compensation.** Superintendent's base salary for the time period of November 22, 2016, through June 30, 2017, shall be based upon an annualized salary of Two Hundred Fifteen Thousand One Hundred Dollars (\$215,100.00) (the "Base Salary"), payable in biweekly installments in accordance with the policy of the Board governing payment to employees, less the contributions required by law to be paid to the Public School Employees' Retirement Fund, less proper deductions for loss of time, and less necessary withholdings and deductions required by law. It is understood that the Base Salary as set forth above is an annualized amount of Two Hundred Fifteen Thousand One Hundred Dollars (\$215,100.00) that shall be prorated to reflect the time period of November 22, 2016, through June 30, 2017.

(b) **Compensation Adjustments.** Effective July 1, 2017, for the 2017-2018 school year; July 1, 2018, and for the 2018-2019 school year; July 1, 2019, for the 2019-2020 school year; and July 1, 2020, for the 2020-2021 school year, Superintendent's Base Salary shall increase by the 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.

(c) **Awarding of Salary Increases.** Salary increases, as referenced in Section 8.(b), will be awarded on an overall performance evaluation of "Proficient" or "Distinguished," as averaged numerically from all evaluations received from Board Members submitting an evaluation. 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) **Merit Pay.** In addition to the foregoing salary, Superintendent will be eligible to receive a merit bonus of up to 5%, less legally required withholdings, that will be awarded at the sole discretion of the Board. This merit bonus will not be calculated as part of the base compensation in Section 8.(a).

(e) **Additional Benefits.** Superintendent shall receive all benefits not otherwise enumerated in this Agreement provided to 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. Superintendent shall earn thirty (30) days of vacation per school year, which shall be credited on July 1 of the subsequent school year after the vacation days are earned. In each school year under the term of this Agreement, Superintendent shall earn thirty (30) days of vacation per full school year, which will be credited as of July 1 of the subsequent school year after the vacation days are earned. 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.

(2) Contribution to 457(b) Account. The Board shall make an annual 5% employer contribution to a 457(b) account on behalf of Superintendent. This contribution will be in lieu of the contribution to a 457(b) account set forth in the ACP.

(3) Contribution to 403(b) Account. The Board shall make an annual non-elective contribution to Superintendent's 403(b) plan in the amount of 5% of base salary. The Board's agreement to make a Board contribution to the 403(b) plan shall be terminated upon the earlier of: (1) the date that Superintendent ceases to be an employee of the Board; or (2) the date that the Board contribution does not have the federal income tax consequence as understood by the Board on the date hereof (including no requirement to make any similar contributions on behalf of any other employee and if such contributions do not exceed certain limits as set forth in the Internal Revenue Code, such contribution will be excludable from Superintendent's gross income for federal income tax purposes at the time made); or (3) the date that the Board no

longer has authority under Pennsylvania or federal law to make contributions to a Section 403(b) plan solely for the benefit of Superintendent and/or another administrator; or (4)

Superintendent's employment with the Board is terminated as a result of a final and unappealable decision of the Board or any appellate body having jurisdiction over the same or by reason of dismissal for cause pursuant to the Public School Code of 1949, as amended.

(4) Post-Retirement Benefits. At the time of retirement, the Board shall provide all health insurance provided to administrators pursuant to the ACP for Superintendent and Superintendent's spouse for a period of twelve (12) years. The Board's premium obligation will be reduced by any PSERS healthcare contribution in effect and any Medicare premium obligation or savings when Superintendent reaches Medicare eligibility.

(5) Term Life Insurance. The Board shall pay the premium for a term life insurance policy in an amount equal to three (3) times the amount of the Superintendent's Base Salary. 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 shall provide one-half (.5) of the cost of the premium for term life insurance in an amount equal to three (3) times the Superintendent's Base Salary for a period of twelve (12) years after retirement.

(6) Sabbatical Leave of Absence. If the Superintendent foregoes her entitlement to a sabbatical leave on the eligible year, the Superintendent shall be eligible for a severance pay equal to thirty-three percent (33%) of her final annual salary at retirement. The Superintendent will not be eligible for a severance pay equal to thirty-three percent (33%) of her final average salary at retirement simply 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 her retirement, the value of the sabbatical leave shall be paid as a death benefit.

(7) Computer Equipment. The Superintendent may keep the computer equipment that she 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.

(8) Contribution to 125 Flexible Spending Account. Notwithstanding the language in the ACP, the Board shall continue to contribute \$2,000.00 per year to the Superintendent's Section 125 flexible spending account. Money would be sent to the third party administrator for the flexible spending account in January of each year where the third party administrator will maintain and monitor the Superintendent's account and other employees' accounts in accordance with IRS regulations. Any unspent funds would be returned to the Board at the conclusion of the school year. The Superintendent may also contribute an additional \$600.00 on her own if she wants the total flexible spending account to reach the current Internal Revenue Service maximum of \$2,600.00 per year.

(9) Eligibility for Fringe Benefits Based Upon Years of Service. Superintendent shall be credited with the equivalent of ten (10) years of service in the Great Valley School District and for the purpose of taking a sabbatical, Superintendent shall be credited with five (5) years of service in the Great Valley School District toward the sabbatical service requirement.

(10) Other Benefits.

(i) Superintendent shall be entitled to any and all benefits required by the Public School Code to be paid for or provided.

(ii) Superintendent shall be entitled to any and all benefits and incentives provided pursuant to the ACP adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164), even though such benefits are not enumerated in this Agreement. The issuance of benefits pursuant to the ACP shall be in accordance with the ACP in effect during the year covered by this Agreement. Nothing contained herein shall preclude the 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.

**9. PROFESSIONAL LIABILITY PROTECTION.**

The 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 either in her individual capacity or her official capacity as agent and employee of the Board, provided the incident arose while Superintendent was acting within the scope of her 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.

**10. 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.

**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 one hundred fifty (150) days prior to the expiration date of this Agreement of the Board's intent whether or not to reappoint Superintendent. Should Superintendent not be so notified, Superintendent shall be appointed for a term of years not less than the length of the expiring contract and the terms and conditions of this Agreement shall be incorporated in a successor Agreement, unless mutually agreed otherwise by the Board and Superintendent. Superintendent shall timely remind the Board in writing of the existence of this provision. Such written notice shall be sent to each member of the Board by Superintendent no later than January 15, 2021.

**12. SEPARATION FROM EMPLOYMENT.**

In the event that Superintendent seeks to resign or separate her employment with the District for any reason other than death, illness, or disability, Superintendent shall give the Board at least sixty (60) 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 Act 93 Compensation Plan pursuant to Section 11-1164 of the Public School Code of 1949, as amended.



**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.

(b) Retirement or resignation of Superintendent with one hundred twenty (120) 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 her resignation and termination of 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 her 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 she is entitled. The Board may terminate this Agreement by written notice to Superintendent at any time after such period of disability lasting a period of one (1) year or more. Superintendent shall continue to be eligible for all accumulated sick leave and such other leave to which she is entitled. If questions exist concerning the capacity of Superintendent to return to her 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 her from performing her 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, and/or for breach of terms and conditions of this Agreement with appropriate notice and after an opportunity for a hearing on the charges against her. 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 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 hereto shall only become effective by virtue of 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, and shall be binding on the successors, assigns, and legal representatives of the parties hereto.

**19. ENFORCEMENT OF AGREEMENT.**

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and 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**

By: David Barratt  
David Barratt  
President of the Board of School Directors

ATTEST:

Charles Linderman  
Charles Linderman  
Secretary of the Board of School Directors

**DR. REGINA C. SPEAKER PALUBINSKY**

By: Regina C. Speaker Palubinsky  
Dr. Regina C. Speaker Palubinsky  
Superintendent

WITNESS:

Synelle Taylor