

AGREEMENT

Agreement between DONEGAL SCHOOL DISTRICT ("School District") and DR. SHELLY M. RIEDEL ("Superintendent").

BACKGROUND. School District has offered to employ Superintendent, and Superintendent has accepted employment, for a three year term of office ending July 15, 2010. School District and Superintendent, intending to be legally bound, have therefore entered into this Agreement and agree as follows:

1. Employment. School District employs Superintendent, and Superintendent accepts employment, under the terms and conditions of this Agreement. The election and appointment of Superintendent by School District and her employment under this Agreement are conditioned upon Superintendent's maintaining throughout the term of this Agreement a valid and current commission and other legal credentials as may be required by law.

2. Term of Employment. The term of employment of Superintendent pursuant to this Agreement shall commence on July 14, 2007 and shall continue until July 15, 2010 unless terminated sooner pursuant to the provisions of this Agreement.

3. Duties and Nature of Services.

(a) Superintendent is employed as the superintendent of School District. In addition to those duties and powers conferred by law, Superintendent shall (subject to the control and direction of the Board of School Directors) perform such duties and exercise such powers as are typically attendant to Superintendent's position as superintendent or which, consistent with Superintendent's position, are assigned to her by School District's Board of School Directors.

(b) Superintendent shall devote her full working time and best efforts to the performance of her duties as superintendent of School District. With the Board's prior approval, Superintendent may attend conferences and conventions related to the duties of her position or the educational activities of School District.

4. Compensation.

(a) As compensation for Superintendent's services and performance by Superintendent of her obligations pursuant to this Agreement, School District shall pay to Superintendent an annual salary of \$120,000 for the 2007-2008 school year. Effective July 1, 2008 (and effective July 1 of each year thereafter), the Board of School Directors will review Superintendent's salary and,

if the Board of School Directors determines that Superintendent has satisfactorily performed her duties and obligations, the Board of School Directors will increase her salary on a basis consistent with salary increases granted to other administrative employees, however, such increases for Superintendent shall not be less than 2% for each school year (provided that no increase shall be made for the period between July 1, 2010 and July 15, 2010). Such salary shall be payable on School District's customary salary payment dates.

(b) Superintendent shall be entitled to fringe benefits upon the same basis as provided to other professional administrative employees as set forth in the School District's Administrative Compensation Plan except that (a) Superintendent shall be entitled to twenty-five (25) days vacation each year, (b) School District shall accept the transfer of 75 sick days accumulated by Superintendent with her previous employer and (c) unused sick days and vacation days accrued during her tenure in the Donegal School District shall be reimbursed at the rate set forth in the Administrative Compensation Plan.

(c) Superintendent hereby waives any right to a leave of absence for professional development pursuant to Section 1166 of the School Code. Superintendent does not, however, waive any right to a sabbatical leave for restoration of health pursuant to Section 1166 of the School Code.

(d) Professional memberships. The School District will pay the cost of the Superintendent's professional membership in the American Association of School Administrators/Pennsylvania Association of School Administrators, the Association for Supervision and Curriculum Development, the National School Boards Association and the Pennsylvania School Boards Association.

5. Goals and Objectives. The Board of School Directors and Superintendent shall during each school year jointly establish goals and objectives which shall be included among the criteria for evaluation of Superintendent.

6. Performance Evaluation. Prior to June 30 of each school year, the Board of School Directors and Superintendent shall meet in executive session for the purpose of evaluation of the performance of Superintendent using a process mutually agreed upon.

7. Termination of Agreement. This Agreement may be terminated upon any of the following events:

(a) Mutual agreement of Superintendent and the Board of School Directors.

(b) Retirement of Superintendent (i.e. Superintendent applies for and accepts effective as of the date of termination of her employment retirement benefits under PSERS).

(c) **Disability of Superintendent.** In the event Superintendent is disabled and is unable to perform Superintendent's duties for a period of three (3) consecutive months, then School District may by notice to the Superintendent given prior to the date Superintendent is able to resume performance of Superintendent's duties terminate this Agreement.

(d) **Resignation.** The Superintendent may resign at any time provided that she gives the School District at least ninety (90) days written notice prior to the effective date of the resignation. If the Superintendent resigns pursuant to this provision, the School District shall have no further obligations to compensate the Superintendent or to provide any employment-related benefits to the Superintendent after the effective date of the Superintendent's resignation.

(e) **Discharge for Cause.** Discharge for cause shall constitute conduct which results in removal of Superintendent from office pursuant to the provisions of the Public School Code of the Commonwealth of Pennsylvania.

(f) **Death of Superintendent.**

8. **Waiver of Breach.** The waiver by School District of due performance of or compliance with any provisions of this Agreement by Superintendent shall not operate or be construed as a waiver of due performance or compliance by Superintendent thereafter.

9. **Severability.** If any provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement.

9. **Professional Liability.** Consistent with its obligations under the Political Subdivision Tort Claims Act, the School District agrees that it will defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in her individual capacity or in her official capacity as agent and employee of the School District, provided that the incident arose while the Superintendent was acting within the scope of her employment.

10. **Headings.** The headings in this Agreement are for convenience only and shall not be considered as part of this Agreement.

11. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

12. **Modification.** No waiver, change or modification of any of the terms of this Agreement shall be binding unless in writing and signed by both parties to this Agreement.

IN WITNESS WHEREOF, School District and Superintendent have signed
this Agreement June 21, 2007.

DONEGAL SCHOOL DISTRICT

By: Judd E. [Signature] President

Attest: Patricia A. [Signature] Secretary

Shelly M. Riedel, Ed. D.
Dr. Shelly M. Riedel