

CONTRACT FOR EMPLOYMENT OF
ASSISTANT SUPERINTENDENT
DATED February 16, 2021

THIS AGREEMENT made this 16th day of February, 2021, by and between **BOARD OF SCHOOL DIRECTORS OF THE GREAT VALLEY SCHOOL DISTRICT**, a Pennsylvania second class school district, with its principal offices located at 47 Church Road, Malvern, Pennsylvania 19355-1539 (hereinafter referred to as “District” or “Board”) and **DR. STEPHEN J. O’TOOLE** (hereinafter referred to as “O’Toole” or “Assistant Superintendent”).

WITNESSETH:

WHEREAS, upon nomination of the Superintendent, the Board of School Directors has voted to elect O’Toole as Assistant Superintendent;

WHEREAS, the purpose of this Agreement is to set forth the understandings of the terms, conditions, compensation, fringe benefits, and requirements of such agreements as required by laws and regulations of the Commonwealth of Pennsylvania;

NOW, THEREFORE, the parties intending to be legally bound, based upon the mutual considerations and covenants herein, agree as follows:

1. **Term of Service as Assistant Superintendent.** O’Toole is to serve in the capacity of Assistant Superintendent for the term commencing July 1, 2021, and ending June 30, 2026. This Agreement shall terminate immediately except as otherwise provided under the law, upon expiration of the term (June 30, 2026) unless the Agreement is allowed to renew automatically as provided by law.

2. **Compensation.** O’Toole’s annual base salary during the period from July 1, 2021, to June 30, 2022 shall be \$201,400 which will be payable in accordance with the policies and procedures of the District Business Department, less the contributions required by law to be

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Stephen O’Toole

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David Barratt

paid to the Public-School Employees' Retirement Fund, less proper deductions for loss of time, and less necessary withholdings and deductions required by law.

3. **Compensation Adjustments.** Effective July 1, 2022, for the 2022-2023 school year; July 1, 2023, for the 2023-2024 school year; July 1, 2024, for the 2024-2025 school year; and July 1, 2025, for the 2025-2026 school year, O'Toole's base salary shall increase by the base Act 1 index applicable for the school year in question, less legally required withholdings, conditioned upon O'Toole receiving at least an overall "Proficient" rating on the annual evaluation. The Board may provide additional increases to O'Toole's salary, including but not limited to one (1) time bonuses, within its discretion throughout the life of the Agreement.

4. **Benefits.**

a. O'Toole shall be entitled to the fringe benefit program provided to Administrators of the District in accordance with Section 11-1164 of the Public-School Code of 1949, as it may be amended from time to time.

b. Notwithstanding the foregoing, O'Toole will be entitled to receive thirty (30) days of vacation leave with full pay each year of this Agreement, which shall be credited in full on July 1, 2021 (earned in 2020-2021), and on July 1, 2022, July 1, 2023, July 1, 2024 and July 1, 2025. The unused portion of such allowance of vacation leave for any year may be accumulated and carried forward, up to a maximum of sixty (60) days. In addition, O'Toole shall carry forward in this Agreement and be credited as of July 1, 2021, all of his unused vacation leave accrued during O'Toole's employment with the District; provided, however, that at no time shall the aggregate of current and accumulated or carried forward vacation leave exceed sixty (60) days. Commencing in the 2021-2022 school year, O'Toole may opt to be paid instead of taking a vacation day for a maximum of ten (10) accumulated vacation days per school year at O'Toole's then current per diem rate of pay, provided that an irrevocable election is made

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by O'Toole during the applicable school year, specifying the number of days for which payment is to be made. "Per Diem Rate of Pay" as the term is used throughout this Agreement shall equal O'Toole'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. Any days for which payment is made will be deducted from the accumulated vacation.

c. **Contribution to 457(b) Account.** The Board shall make an annual contribution of 5% of O'Toole's salary to a 457(b) account on behalf of O'Toole. In the event that O'Toole has twenty (20) or more years of service with the Great Valley School District, the annual contribution shall increase to 6% of O'Toole's salary to a 457(b) account on behalf of O'Toole. 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. The contributions will be in lieu of the contribution to a 457(b) account set forth in the ACP.

5. **Evaluation Instrument.** The evaluation instrument to be utilized for the purposes of evaluating the Assistant Superintendent shall be the Administrative Performance Appraisal developed and approved the Superintendent.

6. **Performance Assessment.** The Superintendent shall evaluate the Assistant Superintendent in writing no later than June 30th of each year, unless the parties mutually agree in writing on another date for the annual evaluation. Consistent with the provisions of the School Code, the Board shall post the mutually agreed performance standards contained in this Agreement on the District website. Upon completion of the annual performance assessment, the Board shall post on the District website the date of the assessment and whether or not the Assistant Superintendent met the objective performance standards.

7. **Performance Assessment Methodology.** The Assistant Superintendent will be evaluated on a distinguished, proficient, needs improvement, or failing methodology as follows:

a. **Distinguished.** Distinguished means that the performance is clearly outstanding; the performance is superior, far exceeding expectations; or that performance is exceptional on a regular or continuing basis.

b. **Proficient.** Proficient means that the Assistant Superintendent is adequately performing all functions within the role, meeting or occasionally exceeding expectations; performance is adequate, meeting or occasionally exceeding standards or expectations generally associated with performance.

c. **Needs Improvement.** Needs Improvement means that the Assistant Superintendent periodically fails to meet expectations associated with assigned tasks, targeted goals, or professional competencies; performance is less than adequate on a periodic basis or frequent basis – the Assistant Superintendent may be developing within the position, but needs to improve to be considered proficient.

d. **Failing.** Failing means the performance is below acceptable levels; that it fails to meet most expectations associated with the role of Assistant Superintendent – substantial professional improvement is needed before the Assistant Superintendent can be considered proficient in the role.

8. **Performance Goals.**

a. The Superintendent shall evaluate, in writing, the performance of the Assistant Superintendent at least once per year during the term of this Agreement, no later than June 15 of each year of this Agreement, unless the Superintendent and the Assistant Superintendent mutually agree on another date for an annual performance evaluation.

b. Annually, the Superintendent and the Assistant Superintendent shall mutually agree to performance goals, which shall formally constitute an Addendum to this Agreement on an annual basis.

9. **Duties.** O’Toole agrees to perform well and faithfully the duties required by the Superintendent 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 as set forth in the job description of the Assistant Superintendent of Schools, a copy of which is attached hereto, made a part hereof, and marked Exhibit “A.” O’Toole agrees to assume the duties of the Superintendent in the event of the Superintendent’s absence or incapacity.

10. **Election of Assistant Superintendent.** O’Toole’s election as Assistant Superintendent is subject to the provisions of the Public-School Code of 1949 and its amendments thereto.

11. **Compensation Obligations.** The obligation of the District to compensate O’Toole during the term of this Contract shall be subject to the provisions of law, unless terminated by O’Toole by way of written resignation or by way of removal of the Assistant Superintendent in accordance with the law.

12. **Teaching or Consulting.** In accordance with Section 10-1007 of the Public-School Code of 1949, as amended, O’Toole shall be permitted to engage in teaching with or without compensation at a university, collegiate, or other level during the term of his commission as Assistant Superintendent of District. District shall not unreasonably withhold approval of O’Toole teaching with or without compensation in such educational institutions during the term of O’Toole’s commission as Assistant Superintendent, so long as the teaching will not substantially or materially interfere with O’Toole’s duties as Assistant Superintendent, as determined by the Superintendent.

13. **Separation from Employment.** In the event that O'Toole seeks to resign or separate his employment with District for any reason other than death, illness, or disability, O'Toole shall give District at least sixty (60) days' written notice in advance of the employment severance date. The failure of O'Toole to give such required notice shall cause O'Toole to lose any entitlement to any unused but accrued payments that may be offered pursuant to applicable District policy, the Administrative Compensation Plan, retiree health care benefits, or any type of entitlement to be paid upon employment separation.

14. **Professional Certification.** As a condition of precedent to this Contract, the Assistant Superintendent shall continue to hold a valid certificate, as necessary for the position, issued by the Commonwealth of Pennsylvania, Department of Education.

15. **Discharge and Termination.** O'Toole may be discharged, and this Agreement terminated, even during the term of this Agreement, under the provisions of the Public-School Code of 1949, as amended.

16. **Death During Employment.** If O'Toole shall die during the term of his employment, District shall pay to the estate of O'Toole the compensation which otherwise would be payable to O'Toole up to the end of the month in which O'Toole's death occurs. Thereafter, District shall have no further responsibility hereunder, and this Agreement shall terminate automatically.

17. **Disability.** 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 O'Toole'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 O'Toole sick leave and/or other benefits to which he is entitled.

The Board may terminate this Agreement by written notice to O'Toole at any time after such

period of disability lasting a period of one (1) year or more. O'Toole 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 O'Toole to return to his duties, the Board may require O'Toole to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The Board and O'Toole 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 O'Toole has a continuing disability which prohibits him from performing his duties.

18. **Professional Liability.** The District agrees that it shall, to the extent allowable by applicable law, defend, hold harmless, and indemnify O'Toole from any and all demands, claims, suits, actions, and legal proceedings brought against O'Toole in his official capacity as agent and employee of the Board, provided the incident arose while, and to the extent that, O'Toole was acting within the scope of his office or duties hereunder. This paragraph shall not apply to discharge or removal proceedings instituted by the Superintendent or Board, nor shall the provision of legal counsel constitute an admission by the District of liability for the action complained of.

19. **Provisions in Accordance with School Code.** This Agreement shall not be in violation of any provisions of the School Code and shall be construed as containing and be read in conformity with all provisions of the School Code as it relates to the relationship between a "District" and its "Assistant Superintendent."

20. **Compliance with Agreement.** O'Toole shall be required to comply with all aspects of this Agreement, any exception thereto being agreed to only by mutual written consent of the District and O'Toole.

21. **Entire Agreement.** This Agreement contains the entire agreement between the parties and may not be changed, amended, modified, or superseded, except by written instrument executed by the parties hereto. This Agreement supersedes any and all other agreements, including the Original Agreement, between the parties hereto with respect to the subject matter hereof.

22. **Execution and Counterparts.** This Agreement may be executed in two or more counterparts, each of which, when executed by the parties, shall be considered to constitute one instrument.

23. **Possible Illegalities.** If any provisions of this Agreement shall be declared void or invalid by a court of competent jurisdiction, such void or invalid provision(s) shall not in any way impair the whole Agreement; the remaining provisions shall be construed as if not containing the provisions or provision held to be void or invalid, and the rights and/or obligations of the parties shall be construed and enforced accordingly.


24. **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


25. the issue of which party actually prepared, drafted, or negotiated any provision of this Agreement or its deletion.

26. **Reappointment.** Should the Board, after consultation with the Superintendent, intend not to reappoint the Assistant Superintendent, the District shall notify the Assistant Superintendent in writing by certified mail, no later than ninety (90) days prior to the expiration of this Agreement. Should the Assistant Superintendent not be so notified, the Assistant Superintendent shall be reappointed at the next regular Board meeting following the ninety 90 days' notification requirement for a term of one (1) year in accordance with the provisions of the School Code.

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

GREAT VALLEY SCHOOL DISTRICT

Attest: 
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Charles E. Peterson, Jr.
Board Secretary

By: 
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David Barratt
Board President

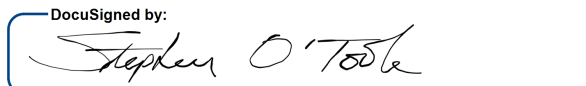

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Dr. Stephen J. O'Toole

EXHIBIT “A”

Great Valley School District



POSITION TITLE: Assistant Superintendent

REPORTS TO: Superintendent of Schools

LOCATION: Central Office

- QUALIFICATIONS:**
1. Master's Degree in Educational Leadership. Doctorate preferred.
 2. Superintendent's Letter of Eligibility.
 3. At least five (5) years of experience in the field of school administration.
 4. Demonstrated leadership ability and effective decision making and problem solving skills.
 5. Excellent oral and written communication skills. Strong interpersonal skills with the ability to interface with school board members, administration, teachers, support staff, parents, students, community members and professional contacts.
 6. Knowledge of state and federal regulations as they apply to the District's instructional program.

DUTIES AND RESPONSIBILITIES:

1. Assist the Superintendent in the administration and coordination of the District's educational program
2. Coordinate all aspects of the K-12 instructional program including developing, implementing, evaluating and revising the District's instructional programs.
3. Plan and supervise programs for grade level and subject matter articulation and curriculum coordination.
4. Guide the development, implementation, and evaluation of the District's Comprehensive Plan.
5. Administer District policies as well as local, state and federal regulations as they apply to the instructional program.
6. Evaluate and recommend adoption of new instructional materials, methods, and programs of study. Prepare the annual District budget as it relates to the instructional program.
7. Provide for an ongoing process of student assessment to ensure congruence between the instructional program and the testing program.
8. In conjunction with the Assistant Superintendent for Administrative Services, direct the work of the elementary and secondary principals and provide them with leadership development and professional growth opportunities.
9. Conduct, with the elementary and secondary administrators, regular meetings designed to enhance educational effectiveness of the District's instructional program.
10. Support building level administrators in the use of PVAAS and data for Teacher Effectiveness.
11. Guide the development, implementation and evaluation of professional staff development in conjunction with the Director of Teaching and Learning.
12. Oversee the evaluation programs for administrative and professional staff and assist with professional improvement plans when necessary.
13. Oversee PIMS and all required state reporting.
14. Direct the work of the Director of Teaching and Learning.
15. Support technology initiatives related to the District's instructional program and supervise online programs used within the District.
16. Attend Board meetings and prepare reports for the Board as directed by the Superintendent.
17. Perform all other duties as assigned by the Superintendent.

Great Valley School District

Position Title: **Assistant Superintendent**

ESSENTIAL ACCOMMODATIONS:

This position requires sitting, standing and lifting up to 20 pounds. Must be able to hear (40 decibel loss maximum), verbally communicate and have vision requirements of near acuity of 20 or less and far acuity of 20 feet or more with depth perception, accommodation, and field of vision. Subject to indoor environmental conditions.