Tredyffrin/Easttown School District

Administration Offices, West Valley Business Center
940 West Valley Road, Suite 1700, Wayne, PA 19087 **Phone: 610-240-1900**

November 25, 2024 (Revised January 26, 2026)

Mr. Arthur J. McDonnell

RE: Employment Agreement

Dear Art:

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

1) **Position:** Your position is Business Manager and, if elected by the Board, Board Secretary, TESD.

2) **Reporting Relationship:** You report directly to the Superintendent of Schools, TESD. Please be advised that the District reserves the right to change your reporting relationship in its sole discretion and consistent with operational needs and strategic priorities of the District.

3) **Position Responsibilities:** You are responsible for responding to all questions relating to the District business, financial and operations matters. As Business Manager, you will interpret the financial concerns of the District to the community. This includes all components of Act 1. You will also present the annual budget, highlighting cost control actions applied to the long-range fiscal planning of the District, as well as other duties that the Board and the Superintendent may from time to time assign to you. These duties, as well as all other key responsibilities of this position, are further described in the job description contained in Appendix A, and are meant to include duties, incidental, necessary and appropriate to carry out the responsibilities of your position.

4) **Effective Date:** July 1, 2024

5) **Term of Appointment and Renewal:** Your term of appointment is from July 1, 2024 to June 30, 2028. Thereafter, the term of your appointment shall automatically renew for one year renewal periods on each July 1, beginning on July 1, 2028, unless a notice of termination is provided by either party at least 180 days prior to the last day of the current term. A renewal period may be shortened or lengthened upon our mutual agreement. In the event of an unsatisfactory evaluation issued within 60 days before or after the expiration of a renewal term, the Board may elect to terminate your employment upon 180 days notice to you. At all times, during the initial term of appointment and any renewal terms, you are subject to termination

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

6) **Compensation:**

a) **Base Compensation:** Your annual compensation starting on July 1, 2024, will be 237,185.93, increased on July 1 of each year as follows:

2024-2025	3.5% retroactive to July 1, 2024
2025-2026	3.4%
2026-2027	3.3%
2027-2028	3.0%

b) **Requirement of Satisfactory Evaluation:** All increases in Base Compensation from each Contract Year to the next are contingent upon a satisfactory evaluation for the immediately preceding Contract Year delivered on or by May 31 of the prior Contract Year.

c) **Non-discretionary payment:** As in the past, in June of each year, a one time payment of 1% of your salary will be awarded to you for service in the previous year. If you remain an employee in good standing and are actively employed (as defined below in Section 7.c) by the District as of June 30, 2028, you will get an additional 1% of your salary no later than July 31, 2028.

7) **Employee Benefits:**

a) You shall receive all fringe benefits contained in the District's Administrator Compensation Plan in effect during the term of this Agreement including any revisions to the plan adopted during the term of this Agreement ("the then current ACP") to the extent that such benefit is not inconsistent with any benefit specifically provided for in this Agreement. In the case of any conflict, the benefit specifically provided for in this Agreement shall govern. Furthermore, if the July 1, 2024 through June 30, 2028 Administrator Compensation Plan between the District and its administrators ("the 2024 ACP") provides for a specific benefit or benefits, including without limitation, sick leave, vacation leave, life insurance, and disability insurance, which benefit or benefits is more advantageous to you than the then current ACP, you may elect the specific benefit or benefits as set forth in the 2024 ACP. For example, you may elect the sick leave and vacation leave benefits set forth in the 2024 ACP and the other benefits as set forth in the then current ACP. You will notify the Superintendent in writing of the benefits you elect no later than July 1 of the preceding school year. Additionally, you shall maintain your sick leave accrued at the District for which the District has credited you as of July 1, 2024 for your use as needed during your employment.

b) Notwithstanding the prior paragraph, each fiscal year (July 1-June 30) the District will contribute $16,500 as your "medical plan contribution" as that term is defined in the 2024 ACP.

c) Retention Payment

a. The District shall pay you a retention payment ("the Retention Payment") of Five Thousand Dollars ($5,000) if you remain continuously employed by the District through, and are actively employed by the District on, June 30, 2027.

b. The District shall pay you a retention payment ("the Retention Payment") of Seven Thousand Five Hundred Dollars ($7,500) if you remain continuously employed by the District through, and are actively employed by the District on, June 30, 2028.

c. Each Retention Payment is payable to you within thirty days of your fulfilling the conditions of the payment.

d. Neither Retention Payment shall be considered part of your base salary for purposes of calculating your "Retirement Supplemental Pension" set forth in the Administrator Compensation Plan in effect at the time the Retention Payment is paid.

e. If you terminate the Agreement at any time prior to June 30, 2028, you shall not be entitled to the Retention Payment for any year that you fail to provide six months written notice of your termination.

f. "Actively employed" means you are currently working and performing your entire job duties for the District, receiving regular compensation, and not on any type of paid or unpaid leave of five days or more unless approved in writing by the Superintendent.

d) District agrees to pay for conferences and individual (as distinguished from District memberships) membership in professional associations directly related to your position; however, the total amount spent per year for conferences and membership dues shall not exceed the budget, and shall be subject to the approval of the Superintendent.

8) **Professional Liability Protection:** The Board agrees to provide legal counsel and indemnify you against all uninsured financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other conduct resulting in bodily injury or other injury to any person or damage to the property of any person committed while you are acting within the scope of your employment or under the direction of the Board.

9) **Disclosure:**

a) The Board strongly believes that its employees should not join or continue involvement with the District if they have, or fail to reveal, any conflicts of interest. Therefore, if you accept this new employment agreement, you agree that you are not aware of any actual or potential conflict of interest between the District, its employees, officers, trustees and you in your role as Business Manager, TESD. If you have any business relationships that represent a potential conflict of interest, please disclose them to me prior to accepting this

new employment agreement. Further, by accepting this offer, you agree to clear with the Superintendent of Schools, TESD, and any prospective consulting arrangements you would like to perform outside of your employment at the District.

b) You have represented to the Board that you have disclosed any instances in which you have been personally involved -- in connection with the practice of your profession or responsibilities related to your employment or otherwise-- in any investigation by law enforcement officials, other government agencies, or professional or licensing bodies into allegations of criminal misconduct or violations of professional standards. If, at any time following your acceptance of this offer throughout the course of your employment with the District, you become aware that you are involved in any such investigation, you agree to disclose that fact to the Superintendent of Schools, TESD immediately.

10) **Outside Engagements:** You may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided that engaging in such activities does not materially interfere with your duties as Business Manager, TESD, and with the express written consent of the Superintendent, TESD. In the course of any writing, speaking, teaching or other outside work, you shall not represent your views as the views of the Board or the District, or any of its employees, without express written consent of the Superintendent.

11) **Proprietary/Confidentiality Information and Nondisclosure:** In addition to any requirement imposed by Board policy, you acknowledge a duty of confidentiality owed to the District. You shall not, nor shall any corporation, partnership, or other business entity or person owned or controlled by you, directly or indirectly, at any time during or after your employment by the District, disclose or make accessible to anyone, use, or retain in writing or any other medium, without the express authorization of the District, any Confidential or Proprietary Information of the District. You hereby acknowledge that the Confidential or Proprietary Information is the property of the District, that you shall not duplicate or make use of any such Confidential or Proprietary Information other than in pursuit of the District's activities, and that, upon termination of employment for any reason, you shall deliver to the District, without further demand, all copies thereof, in any medium whatsoever, which are then in your possession. For purposes of this Agreement, Confidential or Proprietary Information shall mean all types of proprietary data and confidential information of the District, which is not legitimately in the public domain, including, but not limited to, all compensation or financial information, student lists, employee files, bid documents, contract forms and other books, records or files relating to the District's business.

12) **General Provisions**

a) You acknowledge and agree to be bound by all Board policies applicable to your status as a District employee.

b) This Agreement and all appendices, addenda, and amendments made part thereof shall be binding upon the Board and the School District and upon their successor Boards.

c) If any provision of this Agreement be declared illegal by final decision of a court of this Commonwealth, said provision shall be deemed deleted from this Agreement and the remaining provisions shall remain in full force and effect if not otherwise affected by said deletion.

d) The provisions of this Agreement and its appendices may not be changed or supplemented except by written amendment that has been agreed to and signed by both parties.

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

Sincerely,

TREDYFFRIN/EASTTOWN SCHOOL DISTRICT

By: _____
Susan Tiede
Board President

ACKNOWLEDGED AND AGREED:

Name: _____
Arthur J. McDonnell

Date: 1/21/2026