

**PENNSBURY SCHOOL DISTRICT
SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

THIS AGREEMENT dated this 12th day of May 2016, between the Pennsbury School District Board of Directors, Bucks County, Pennsylvania (the "Board") and Dr. William J. Gretzula (the "Superintendent" or "Dr. Gretzula").

WHEREAS, the Board at a regularly scheduled meeting, duly and properly called on the 12th day of May 2016, did appoint Dr. Gretzula to the office of Superintendent of the Pennsbury School District (the "District") in accordance with the provisions of Sections 508, 1071, 1073 and 1073.1 of the Commonwealth of Pennsylvania's Public School Code of 1949, as amended (hereinafter referred to as "Public School Code"); and

WHEREAS, the parties have agreed upon the terms and conditions set forth herein regarding Dr. Gretzula's employment as District Superintendent;

NOW, THEREFORE, the Board and the Superintendent in consideration of the mutual covenants contained herein and intending to be legally bound hereby, agree as follows:

1. Employment

The Board employs Dr. Gretzula and Dr. Gretzula accepts such employment as Superintendent of the Pennsbury School District upon the terms and conditions set forth in this Agreement and in accordance with the applicable provisions of the Public School Code, including but not limited to Sections 508, 1071, 1073, and 1073.1 (24 P.S. §§ 5-508 and 10-1071, 10-1073, and 10-1073.1) and other applicable laws and regulations of the Commonwealth of Pennsylvania. For purposes of this Agreement, "school year" is the District's fiscal year, in that it commences July 1st and ends on June 30th each year.

2. Term

The Superintendent's three (3) year term of employment shall commence July 1, 2016, and terminate June 30, 2019 (the "Term"). This Agreement shall terminate immediately upon the expiration of the aforesaid Term unless earlier terminated in accordance with this Agreement or unless renewed automatically in accordance with Section 1073(b) of the Public School Code or this Agreement.

3. Professional Certification

The Superintendent covenants that he possesses all of the qualifications and credentials that are required by law to serve as Superintendent of a public school district under the laws of the Commonwealth of Pennsylvania. The Superintendent shall continue to hold proper certification (i.e., Letter of Eligibility) and a valid Superintendent's Commission issued by the Pennsylvania Department of Education, and shall supply such credentials to the Board upon request during the Term of this Agreement.

4. Duties of Superintendent

A. The Superintendent shall serve the District in a professional manner to the best of his abilities and agrees to perform faithfully the duties of Superintendent in accordance with the provisions of the School Code and rules, regulations and directions of the Board. The Superintendent is a non-voting member of the School Board and has the right to speak on all issues before the Board in accordance with Section 1081 of the Public School Code (24 P.S. § 10-1081). The Superintendent shall observe and comply with the laws of the Commonwealth of Pennsylvania and with the regulations of the State Board of Education and the policies of the Board as currently in force, and, as from time to time amended, enacted or promulgated.

B. The Superintendent shall be the Chief Executive Officer of the District, and, as such, shall be responsible for the following:

(1) Serving as the Chief Executive Officer of the District under the direction and authority of the Board.

(2) Planning and initiating programs and policies concerning the organizational, operational, and educational function of the District as directed by the Board with the ultimate responsibility for the execution of these programs and policies.

(3) Assisting the Board in developing short-range and long-range goals and methods for the Board to evaluate the operational effectiveness of the District.

(4) Keeping the Board informed by written and oral reports as to the operation and needs of the District.

(5) Taking discretionary action in any matter not covered by Board policy and reporting such actions to the Board with recommendations for policy as necessary to provide future guidance.

(6) Directing the daily operation of the District's schools by organizing, supervising, and coordinating District staff.

(7) Arranging for the systematic evaluation of staff by responsible administrators.

(8) Recommending the employment of, the assignment of, and the supervision of the work of all employees.

(9) Recommending promotion, salary changes, demotion, or discharge of any employee rendering unsatisfactory service.

(10) Establishing internal administrative operational procedures, rules, and regulations relating to personnel, collective bargaining, financial disbursements and

accounting requirements, equipment or facilities operation, food service, and staffing requirements.

C. The Superintendent shall have charge of the administration of the schools under the direction of the Board; shall direct and assign teachers and other employees under his supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District; shall select all personnel subject to the approval of the Board; shall from time to time suggest regulations, rules and procedures to the Board, and in general perform all duties incident to the office of the Superintendent.

D. The Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its attention to the Superintendent for study and recommendation.

E. The Superintendent shall have the right to attend all Board meetings, committee meetings and executive sessions, with the exception of executive sessions called for the purpose of discussing the Superintendent's performance. The Superintendent shall have the right to attend all Board and citizen committee meetings, serve as ex-officio member of all Board committees and provide administrative recommendations on each item of business considered by each of these groups. The Superintendent shall furnish recommendations to the Board on all matters having to do with selection, appointment, assignment, transfer, promotion, demotion, organization, reorganization, reduction or termination of personnel subject to final approval of the Board.

F. The Superintendent shall devote his time, attention, energy, skill and labor to his employment during his term of office under this Agreement, with reasonable allowances for family commitments. However, the Superintendent may undertake and be compensated for outside work, including but not limited to consultative work, speaking engagements, writing, lecturing, adjunct teaching at the college/university level, or other professional duties and obligations, not inconsistent with the provisions of the School Code and the laws of Pennsylvania, provided that he shall have obtained the prior written approval of the Board. Notwithstanding the foregoing, Superintendent agrees that he shall not engage in nor have any direct business or financial ties to any persons or organizations doing business with the District or employees of the District or Board members. Exceptions to the requirements of this paragraph would be the Superintendent's service on the boards of the Pennsbury Education Foundation and other non-profit entities of a charitable, civic, or educational nature.

G. The duties of the Superintendent require his participation in professional associations and presence at numerous meetings, conventions, and conferences in order to maintain awareness of current issues, programs and information. The Superintendent's attendance at such meetings, conferences, seminars, workshops, in-service programs, school activities, and graduate education programs, subject to the terms and conditions set forth herein, is necessary to maintain the knowledge and skills required of his position.

5. Salary

A. The annual salary of the Superintendent, effective July 1, 2016, shall be One Hundred Seventy-One Thousand Five Hundred Dollars (\$171,500.00).

B. On July 1, 2017 and on July 1st of every subsequent year of this Agreement, the Superintendent's annual base salary shall be increased by a one and one-half percent (1.5%). Each increase shall be added to and become part of his annual base salary. These salary increases shall be applied unless the Superintendent's performance is rated as "unsatisfactory" on his annual performance assessment for the prior school year, in accordance with the provisions of this Agreement.

C. In addition, effective July 1, 2018 and on July 1st of every subsequent year of this Agreement, an overall "Distinguished" rating (or comparable rating) on his annual evaluation for the prior school year will result in an additional one percent (1 %) increase to his then-current annual salary. Each increase shall be added to and become part of his annual salary.

D. The established annual salary shall be paid in equal installments in accordance with the policy or agreement governing other twelve (12) month administrators in the District, unless otherwise agreed to in writing by the Board and Superintendent.

E. The Board shall not decrease the Superintendent's salary at any time during the term of this Agreement, or through any amendment, renewal, or extension of this Agreement, unless agreed to in writing by the Superintendent.

F. The District in so annually adjusting the Superintendent's salary shall not be considered to have entered into a new Agreement with the Superintendent or to have extended the termination date of this Agreement.

6. Benefits.

A. Vacation Leave and Holidays

(1) The Superintendent shall receive twenty-five (25) days of vacation leave

with full pay, each year of this Agreement, which shall be credited in full on July 1, 2016 and on July 1st of each subsequent school year of this Agreement. On July 1, 2017 and on July 1st of every subsequent year of this Agreement, the Superintendent will receive one (1) additional day of vacation leave with full pay

(2) The Superintendent may carry over up to five (5) days of vacation leave from year to year.

(3) On or before June 30th of each year of this Agreement the District shall pay the Superintendent his then-current per diem rate of pay for a maximum of ten (10) days of unused vacation leave ("per diem rate of pay" as the term is used throughout this Agreement shall be calculated by dividing the Superintendent's then-current gross annual salary by 260). Days paid out may not be used as vacation days at a later date. The District shall make the payments to the Superintendent for unused vacation leave as a non-elective employer contribution to the Superintendent's 403(b) account. There is no cash option for such payment.

(4) Upon termination of this Agreement for any reason whether voluntarily or involuntarily, the District shall pay the Superintendent his then-current per diem rate of pay for all unused vacation days, not to exceed thirty (30) days of unused vacation leave, as a lump sum cash payment. In the event of death of the Superintendent, his surviving spouse, or estate if no surviving spouse, shall be entitled to the above lump sum cash payment for unused vacation days.

(5) All 403(b) and 457(b) contributions made pursuant to this section must be made in compliance with applicable Internal Revenue Service guidelines. Cash payments of unused vacation days shall be paid as soon as practicable following

Superintendent's termination of employment or death, but no later than March 15 of the year following Superintendent's termination of employment or death.

(6) If the total value of any non-elective employer 403(b) contribution called for in this Agreement cannot be made to the Superintendent's designated 403(b) plan in any given year because it would cause the Superintendent's 403(b) account to exceed the annual contribution limit permitted for such contributions, the balance of such amount shall be contributed to the Superintendent's 457(b) plan.

(7) The Superintendent shall receive, with full pay, all holidays available to other District administrators pursuant to the Act 93 Compensation Plan for the Supervisors and Administrators of the Pennsbury School District (the "PASA Agreement"), as amended from time to time.

B. Sick Leave

(1) The Superintendent shall receive twelve (12) days of sick leave with full pay, each year of this Agreement, which shall be credited in full on July 1, 2016 and on July 1st of each subsequent school year of this Agreement. Unused days of sick leave shall carry over from year to year without limit.

(2) On the first day of this Agreement (i.e., July 1, 2016), the District acknowledges that the Superintendent has unused, accumulated sick days from his previous employment and hereby approves of and limits the transfer of that sick leave from his previous employment to twenty-five (25) days. The District hereby agrees to credit the Superintendent's sick leave account with twenty-five (25) days of sick leave from his previous employer to be used in the event of illness after sick leave provided

hereunder is exhausted.

(3) In his sole discretion, the Superintendent shall have sick days deducted and credited to his account under the District's Section 125 Plan to the same extent as if the Superintendent were a member of the Pennsbury Association of Supervisors and Administrators (hereinafter referred to as "PASA"), except that no later than April 1st of each school year the Superintendent may set the number of sick days to be deducted from his annual allowance and contributed to the Superintendent's Section 125 Plan for the following school year.

(4) The District shall pay the Superintendent a lump sum cash payment of One Hundred Twenty-Five Dollars (\$125.00) for each day of unused, accumulated sick leave upon the termination of this Agreement, for any reason, whether voluntarily or involuntarily. In the event of death of the Superintendent, his surviving spouse, or estate if no surviving spouse, shall be entitled to the above lump sum cash payment which shall be paid out as soon as practicable, but no later than March 15 of the year following the year of death.

C. Personal Leave

The Superintendent shall receive three (3) days of personal leave with full pay, each year of this Agreement, which shall be credited in full on July 1, 2016 and on July 1st of each subsequent school year of this Agreement. Personal leave shall not accumulate from year to year.

D. Bereavement Leave

The Superintendent shall be entitled to five (5) days of bereavement leave, with full pay, because of a death in the Superintendent's immediate family. "Immediate

family” is defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, near relative who resides in the same household, or any person with whom the Superintendent has made his home. The Superintendent shall be entitled to three (3) days of bereavement leave, with full pay, because of a death of a near relative. “Near relative” is defined as Superintendent’s first cousin, grandfather, grandmother, grandchild, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. The Superintendent may use additional days of sick leave for bereavement, in his sole discretion.

E. Leave Reports.

On or before June 30th of each year, the Superintendent will submit a written report to the Board in which he shall specify the number of days of vacation leave, sick leave, personal leave and bereavement leave taken by him during the preceding fiscal year.

F. Health Benefits

The District shall provide the Superintendent, his spouse and eligible dependents with medical insurance coverage and benefits, including but not limited to hospitalization, physician coverage, major medical, prescription, vision, and dental coverages, the same as and under the same terms and conditions, including premium contributions, as the medical insurance coverage and benefits provided to District administrators under the PASA Agreement, as amended from time to time. To the extent there are optional plans for such coverage and benefits, the Superintendent shall have the right, at his sole discretion, to select from the plans offered by the District to any District administrator but may only change plans as a result of a qualifying event or during the District’s open enrollment period. In addition, the Superintendent shall receive the same

payment in lieu of health benefits, if any, as provided to District administrators pursuant to the PASA Agreement, as amended from time to time.

G. Section 125 Plan Contribution

The District shall annually contribute Five Hundred Dollars (\$500.00) for the benefit of the Superintendent to the District's Section 125 Plan.

H. Health Reimbursement Account

The District shall annually contribute to the Superintendent's Health Reimbursement Account (HRA) in annual amounts and under the same terms and conditions as provided to District administrators pursuant to the PASA Agreement, as amended from time to time.

I. Life Insurance

In addition to providing the Superintendent with the life insurance provided to him by the District as if he were a member of PASA, the District shall provide the Superintendent an additional \$100,000 term life insurance policy during the term of this Agreement. The Superintendent shall have the sole right to determine the beneficiary of such policy.

J. Liability Insurance

The District shall pay the full premium cost for comprehensive errors and omissions liability policy coverage for the Superintendent in amount that will cover the costs of liability and attorney fees, and no less than the amount of the policy provided for Board members, subject to the limitations and conditions of the policy selected by the District.

K. Jury Duty and Court Appearances

The Superintendent shall be permitted to attend, without loss of pay or benefits, jury duty and court and other appearances for any proceeding in which he is subpoenaed to appear.

L. Office and Support Staff

The Board shall provide the Superintendent with a private office, secretarial support, cell phone and computer and such other facilities and services as the Board shall determine to be suitable to his position and adequate for the performance of his duties.

M. Expenses and Mileage Reimbursement

The Superintendent is authorized to incur reasonable expenses in the performance of his duties. The District will reimburse the Superintendent for all such reasonable expenses upon presentation by the Superintendent, from time to time, of an itemized account of such expenditures. The Board shall provide the Superintendent with reimbursement for mileage driving to and from events, meetings and other District related obligations, including mileage both within and outside of the District boundaries. Mileage will be reimbursed at the IRS reimbursement rate.

N. Continuing Education and Professional Development

The District shall pay the full enrollment cost for all professional development courses and continuing education courses taken by the Superintendent during this Agreement; provided that such courses are approved in advance by the Board and subject to repayment by the Superintendent for any course in which the Superintendent fails to successfully complete.

O. Other Benefits

The Superintendent shall be entitled to any and all benefits and incentives provided

to any other District employee, including but not limited to all benefits and incentives specified in the PASA Agreement, even though such benefits are not enumerated in this Agreement. Any increase or improvement in benefits and incentives extended to District administrators during the term of this Agreement will also be extended to Superintendent and become part of this Agreement. Nothing contained herein shall preclude the District from providing additional benefits and incentives to the Superintendent as may be agreed to by the parties.

7. Professional Activities and Associations

The Superintendent shall attend and participate in appropriate professional meetings and conferences at the local, state, and national levels with the reasonable expenses for such attendance to be borne by the District. If the attendance at a meeting or conference will cost more than Five Hundred Dollars (\$500.00) including travel, the Superintendent must secure the prior, written approval of the Board. In addition, the District shall pay membership fees and dues for the Superintendent in the following organizations: the American Association of School Administrators ("AASA"), the Pennsylvania Association of School Administrators ("PA PASA"), the Penn Center for Education Leadership Study Council, and the National Association of School Superintendents. The Superintendent may hold offices and accept responsibilities in these professional organizations. The Board and Superintendent may mutually agree to change, add to or delete the professional association memberships covered by this paragraph, and any such change shall be in writing and approved by the Board and Superintendent.

8. Assessment of Performance

A. The Board shall evaluate, in writing, the performance of Superintendent

once a year during the term of this Agreement, no later than June 30th of each year, unless the parties mutually agree in writing on another date for the annual evaluation. The annual performance assessment shall be conducted in an executive session limited to members of the Board of School Directors and the Superintendent. An evaluation instrument and method mutually agreed upon in writing by the Board and the Superintendent shall be utilized for the annual performance assessment. The Board and Superintendent hereby agree to develop such an evaluation instrument and method within 90 days of the Superintendent beginning his duties under this Agreement. The Board and the Superintendent agree that the mutually agreed-upon evaluation instrument shall become an addendum to this Agreement.

B. The Board and Superintendent hereby mutually agree that the performance of the Superintendent shall be annually assessed by the Board against the following objectives and performance standards:

(1) ***Student Growth and Achievement:*** Superintendent shall use 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 the Superintendent relative to achievement and growth on Pennsylvania Department of Education-required assessments including, but not limited to, Keystone Exams and Pennsylvania System of School Assessment (“PSSA”) assessments, data provided through the Pennsylvania Value-Added Assessment System (“PVAAS”) and other locally-determined measures.

(2) ***Organizational Leadership:*** Superintendent shall work collaboratively with the Board to develop a vision for the District, display an ability to identify and rectify problems affecting the District, work collaboratively with District administration to ensure best practices for instruction, supervision, curriculum development and management are being utilized, and work to influence the climate and culture of the District.

(3) ***District Operations and Financial Management:*** Superintendent shall manage the District effectively, ensure completion of activities associated with annual budget, oversee distribution of resources in support of District priorities, and direct overall operational activities within the District.

(4) ***Communication and Community Relations:*** Superintendent shall communicate with and effectively engage the staff, the Board and members of the community, clearly articulate District goals and priorities, address local and broader issues affecting the District, and build support for District initiatives, programs and short and/or long-range plans.

(5) ***Human Resource Management:*** The Superintendent shall incorporate best practices for human resource management and oversight and coordinate staffing, recruitment, and other human resource functions.

(6) ***Professionalism:*** The Superintendent shall utilize professional decision making processes and ethical standards consistent with the value of Pennsylvania's public education system and of the community served by the District. The Superintendent shall work to individually reflect upon his effectiveness within the

role, and to improve effectiveness through the use of professional development literature and activities.

C. The key performance indicators under each objective performance standard will be subject to an annual written self-review by the Superintendent and the written review by the Board. Modification to the performance indicator(s) may be made in writing by mutual agreement of the Board and the Superintendent, to address the current nature of challenges, issues and needs facing the District.

D. Each judgment by the Board shall be supported by rational and objective evidence. In the event the Board consensus determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation. The Board's evaluations and the Superintendent's response(s) shall be totally private and in no manner become public knowledge either through written or verbal communication, except as otherwise expressly required by state or federal law. The Superintendent's performance shall be deemed satisfactory and the Superintendent shall not be subject to discipline, discharge or termination on the basis of neglect of duty or incompetency in any year when a formal performance assessment is not completed in accordance with this Agreement.

E. The performance assessment shall be used for the following purposes:

(1) To strengthen the working relationship between the Board and the Superintendent;

(2) To enhance the Superintendent's effectiveness and clarify for the

Superintendent and individual members of the Board of School Directors the responsibilities of the Superintendent;

(3) To discuss and establish goals and/or objective performance standards for the ensuing year; and

(4) To establish the basis for possible increases in the Superintendent's annual salary.

F. Performance Expectations, Including Objective Performance Standards.

The performance of the Superintendent shall be assessed in part against the objective performance standards that have been mutually agreed upon by the Board and the Superintendent. The Board shall post the mutually agreed upon objective performance standards on the District website and shall also annually post the date of the Superintendent's annual performance assessment and whether or not the Superintendent met the agreed upon objective performance standards. No other information regarding the Superintendent's performance assessment shall be posted on the District website or in any other manner disclosed by the District unless expressly required to do so by state or federal law.

9. Renewal of Agreement

In the event of a failure on the part of the Board to notify the Superintendent in writing, by certified mail, at least one hundred fifty (150) days prior to the expiration of the Term of this Agreement of the District's intent to either retain him for a new term as Superintendent or to consider another or other candidates for the office of Superintendent, the Superintendent will automatically continue as Superintendent for a further term of a similar length as contained herein and the terms and conditions of this Agreement shall be

incorporated into a successor agreement unless mutually agreed otherwise in writing by the Board and the Superintendent.

10. Termination of Agreement

This Agreement may be terminated prior to the end of the Term of this Agreement as follows:

A. The Superintendent shall be subject to discharge and termination of this Agreement for valid and just cause for the reasons specified in Section 1080 of the Public School Code (24 P.S. §10-1080). The Board shall provide the opportunity for a fair hearing before the Board or before a Hearing Officer designated by the Board. The hearing notice shall be sent by mail to the Superintendent at least one week prior to such hearing. Such hearing shall be in accordance with Public School Code Section 1080, 24 P.S. 10-1080, and local agency law, 2 Pa. C.S. Ch. 5, Subch. B, 2 Pa. C.S.A. §551 et seq. The Board shall not arbitrarily or capriciously call for the Superintendent's dismissal. The Superintendent shall have the right to be represented by counsel at his sole cost and expense. Provided, however, if the charges against the Superintendent are not sustained and/or should the Superintendent prevail in any hearing or appeal, the Board shall reimburse the Superintendent for all reasonable legal fees and expenses incurred by the Superintendent in the proceedings.

B. This Agreement may be unilaterally terminated without penalty by the resignation of the Superintendent at any time; provided the Superintendent gives the Board at least ninety (90) days' written notice prior to the effective date of the resignation. If this Agreement is terminated in this manner, the District shall pay and provide to the Superintendent all of the salary and benefits including, but not limited to, insurance

premiums and coverages and payment for unused leave, the Superintendent earned, accrued and/or is entitled to in accordance with this Agreement through the effective date of his resignation and termination of this Agreement plus any applicable post-employment and retirement benefits provided for in this Agreement.

C. This Agreement may be terminated by the mutual consent, in writing, of the Superintendent and the Board. If this Agreement is terminated in this manner, the District shall pay and provide to the Superintendent all salary and benefits, including, but not limited to, insurance premiums and coverages and payment for unused leave, 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 in writing by the Board and Superintendent provided that any such additional amount is in compliance with Section 1073(e)(3) of the Public School Code, 24 P.S. §10-1073(e)(3).

D. This Agreement shall be terminated upon the death of the Superintendent, at which time, the District shall pay to the Superintendent's surviving spouse, or estate and/or heirs all of the salary and benefits the Superintendent earned, accrued and/or is entitled to under this Agreement through the date of the Superintendent's death.

11. Indemnification and Defense

The District shall, to the extent allowable by applicable law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal or administrative proceedings if he is complained against or sued in his individual capacity or his official capacity as agent and Superintendent of the District, provided the

incident arose while the Superintendent was acting, or reasonably believed he was acting within the scope of his office or duties hereunder. The District will provide legal counsel and render all necessary assistance to the Superintendent in his defense; provided that the above provision shall not apply to discharge or removal proceedings instituted by the District against the Superintendent, nor shall the District's provision of legal counsel constitute an admission by it of its liability for the action by Superintendent complained of. The District's obligation to indemnify, defend and hold the Superintendent harmless under this Section survives the termination of this Agreement.

12. Investigations by the Board

In the event that the Board of School Directors directs that any investigation of the Superintendent's conduct or performance be undertaken, the Superintendent shall be notified of the occurrence and purpose of such investigation prior to the commencement of the same, to the extent permitted by law. Any investigations undertaken by the Board shall be completed in private without any public disclosure by the Board or the Superintendent of the commencement or progress of the same, to the extent permitted by law.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and in particular the Public School Code of 1949, as amended.

14. Modification

This Agreement is the whole agreement of the parties and may not be amended, modified or altered except as hereinafter set forth. Any modifications to this agreement

must be mutually agreed upon and placed in writing in order to be enforceable.

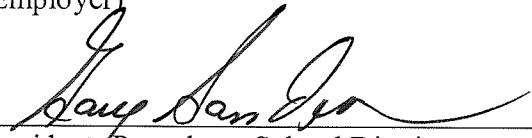
15. Severability

All terms, agreements and covenants herein are severable, and in the event any of them shall be held to be invalid by a competent court, that section of the agreement shall be interpreted as such invalid. Other terms in the agreement shall remain valid.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement the date hereinabove written.

PENNSBURY SCHOOL DISTRICT
(Employer)


By:



President, Pennsbury School District
Board of Education

SEAL

Attest:



Secretary, Pennsbury School District
Board of Education

DR. WILLIAM J. GRETZULA



Dr. William J. Gretzula
Superintendent