

NEW HOPE-SOLEBURY SCHOOL DISTRICT CONTRACT FOR  
EMPLOYMENT OF CHIEF FINANCIAL OFFICER

This Employment Contract is made and entered into this 1st day of July, 2022, by and between the Board of School Directors of the New Hope-Solebury School District (hereinafter referred to as "District" or "Board"), and David J. Francella (hereinafter referred to as "Chief Financial Officer").

WHEREAS, District desires to provide its Chief Financial Officer with a written employment contract to enhance administrative stability and continuity within the schools, which District believes improves the quality of its overall educational program; and,

WHEREAS, District and Chief Financial Officer believe that a written employment contract is necessary to describe specifically the relationship among the Chief Financial Officer, the Superintendent, and the Board, and to serve as the basis of effective communication among them as they fulfill their governance, administrative and personnel functions in the operation of the education program of the schools;

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

1. TERM

A. The District, in consideration of the promises herein contained by Chief Financial Officer, hereby employs David J. Francella as Chief Financial Officer for the District, and David J. Francella hereby accepts employment as Chief Financial Officer for the District and agrees to serve for a term commencing on July 1, 2022 (hereinafter the "Effective Date"), and ending June 30, 2027.

B. Except as provided under Paragraph Eight (8), upon the expiration of the term of this Agreement, or any renewal period, the District may, solely at its option, either offer a new employment agreement with David J. Francella or terminate his employment without notice, cause or hearing. The District shall notify David J. Francella, in writing, not less than sixty (60) days prior to June 30, 2027 (or sixty (60) days prior to the expiration of any applicable renewal period) of its intention to offer a new employment agreement or terminate his employment as of June 30, 2027 (or as of the expiration of any applicable renewal period). However, should the written Agreement expire without

renewal or proper notification by the District of its intention to not offer new employment, this agreement will continue, year-to-year according to its terms, except that the annual compensation of the Chief Financial Officer will increase not more than three percent (3%) each year.

## 2. DUTIES

A. Chief Financial Officer shall be responsible for the efficient organization and conduct of the District's business affairs and finances in accordance with such policies as the District may adopt and amend from time to time. Chief Financial Officer is also responsible for keeping the District informed about its business affairs and finances, about the status of the Business Office and its operations, and such other duties that the Board and Superintendent may, from time to time, assign.

B. All duties assigned to the Chief Financial Officer by the District Superintendent or Board shall be appropriate to, and consistent with, the professional role and responsibility of the Chief Financial Officer.

C. The specific duties and responsibilities of the Chief Financial Officer are set forth in the job description attached hereto as Exhibit "A" and are meant to include duties that are incidental, necessary and appropriate to carry out the duties of the position of Chief Financial Officer. The Chief Financial Officer's job description is subject to reasonable change consistent with this paragraph and with the approval of the Superintendent and the Board.

D. The Chief Financial Officer reports directly to the District Superintendent. The District reserves the right to change the Chief Financial Officer's reporting relationship in its sole discretion and consistent with operational needs and strategic priorities of the District.

## 3. COMPENSATION

A. The Board and the Chief Financial Officer agree that compensation, and specifically increases in compensation, shall be based upon performance and achievement of annual goals to be developed in conjunction with the Superintendent.

B. The Board agrees to compensate the Chief Financial Officer the sum of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) as a base

annual salary for the 2022-2023 school year. Payment of salary shall be made in accordance with District's payroll procedure.

C. Changes to compensation will be reviewed by the Board at least annually pursuant to the terms and conditions set forth in Article 18 of the District's Administrator Compensation Plan, adopted pursuant to Act 93 under the Pennsylvania Public School Code of 1949, as amended, Section 1164 ("Act 93 Plan"),

D. Upon the recommendation of the Superintendent, the Board may, in its sole discretion, provide an increase greater than what is provided for in the Act 93 Plan: however, such an increase shall not exceed five percent (5%) of the Chief Financial Officer's then current salary.

E. The Board agrees that it will not reduce the compensation of Chief Financial Officer during duration of this contract.

#### 4. EMPLOYEE BENEFITS

A. The Board shall provide the Chief Financial Officer with all fringe benefits provided to all District administrators as described in the District's then current Act 93 Plan. The current Act 93 Plan includes paid time off, vacation days, personal leave, sick leave, legal and jury duty, death in family, family and medical leave, child rearing leave, unpaid leave of absence, disability leave of absence, insurance while on leave, super maximum benefits, tuition reimbursement, doctoral stipend, additional \$1,200 stipend, group term life insurance, health and medical insurance, dental insurance, vision insurance, disability insurance, a Section 125 Plan, the employee assistance program, and retirement contribution. A copy of the current Act 93 Plan is attached hereto and marked Exhibit "B".

B. The Chief Financial Officer shall retain all fringe benefits included in the current Act 93 Plan as of July 1, 2022. Further, should the Act 93 Compensation Plan change during the term of this contract, the Chief Financial Officer shall be entitled to all fringe benefits contained therein. Should any fringe benefits be reduced or removed from the Act 93 Plan, the Chief Financial Officer shall still be entitled to the fringe benefits in place as of July 1, 2022.

C. In addition to the fringe benefits included in the Act 93 Plan, the District will contribute Five-Thousand Dollars (\$5,000.00) annually into the

Chief Financial Officer's 403(b) account. All applicable fees and taxes shall be the responsibility of the Chief Financial Officer.

D. The Chief Financial Officer will be entitled to district paid health care benefits until he reaches the age of 65 provided he satisfactorily completes employment with the District through the completion of the term of this contract and, at that time, retires from public school service. The benefits provided hereunder will be on the same terms and conditions as contained in the Act 93 Plan as amended from time until the Chief Financial Officer reaches the age of 65.

## 5. 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, by accepting this Agreement, Chief Financial Officer represents that he is not aware of any actual or potential conflicts of interest between the District, its employees, officers, trustees and the Chief Financial Officer. If Chief Financial Officer has or contemplates any business relationships that represent a potential conflict of interest, Chief Financial Officer agrees to disclose them prior to accepting this Agreement or promptly thereafter. Further, by accepting this Agreement, Chief Financial Officer agrees to clear with the Superintendent any prospective consulting arrangements Chief Financial Officer would like to perform outside of his employment at the District.

B. Chief Financial Officer has represented to the Board that he has not been convicted of any crime and has not been disciplined by any professional society or licensing body and, further, that prior to the commencement of his term he will provide the District with satisfactory state and federal criminal background checks and child abuse clearance. Chief Financial Officer also represents that he has disclosed any instances in which he has been personally involved, in connection with the practice of his profession or responsibilities related to his employment, in any investigation by law enforcement officials, government agencies or professional or licensing bodies into allegations of criminal misconduct or violations of professional standards. If, at any time following acceptance of this Agreement, throughout the course of employment with the District, Chief Financial Officer becomes aware that he is involved in any such investigation, Chief Financial Officer shall disclose that fact to the Superintendent and to the Board immediately.

C. Chief Financial Officer may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided that such activities do not materially interfere with his duties as Chief Financial Officer. Chief Financial Officer must obtain the express written consent of the Superintendent prior to engaging in such activities. In the course of any writing, speaking, teaching or other outside work, Chief Financial Officer shall not represent his views as the views of the Board or the District, or any of its employees, without the prior express written consent of the Superintendent.

## 6. PROPRIETARY/CONFIDENTIALITY OF INFORMATION AND NON-DISCLOSURE

A. Chief Financial Officer acknowledges a duty of confidentiality owed to the District. Chief Financial Officer shall not, nor shall any corporation, partnership, or other business entity or person owned or controlled by Chief Financial Officer, directly or indirectly, at any time during or after Chief Financial Officer's employment with the District, disclose or make accessible to anyone, use, or retain in writing or any other medium, any Confidential or Proprietary Information of the District without express authorization of the District.

B. Chief Financial Officer hereby acknowledges that Confidential or Proprietary Information is the property of the District, that Chief Financial Officer 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, Chief Financial Officer shall deliver to the District, without further demand, all copies thereof, in any medium whatsoever, which are then in Chief Financial Officer's possession. For purposes of this Agreement, Confidential or Proprietary Information shall mean all types of propriety 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 information or records, employee information or records, bid documents, contract forms and other books, records or files relating to the District's business.

## 7. PROFESSIONAL LIABILITY

A. District agrees that it shall defend, hold harmless and indemnify Chief Financial Officer from any and all demands, claims, suits, actions and legal proceedings brought against Chief Financial Officer in his individual capacity

or in his official capacity as agent and employee of the District, provided the incident arose while Chief Financial Officer was acting within the scope of his employment, and excluding criminal misconduct, and provided such liability coverage is within the authority of the Board to provide under state law. It is understood and agreed that, in no case, will individual Board members be considered personally liable for indemnifying the Chief Financial Officer against such demands, claims, suits, actions and legal proceedings. In no event will the District be liable to indemnify the Chief Financial Officer for punitive damages assessed against him individually. The District's obligation under this paragraph for actions taken as Chief Financial Officer during the employment as Chief Financial Officer will continue after the Chief Financial Officer ceases to be an employee of the District.

B. If, in the good faith opinion of Chief Financial Officer or Board, a conflict exists as regards a defense to a claim between the legal position of the Chief Financial Officer and the legal position of the District under paragraph 7A, the Chief Financial Officer may engage counsel in which event the District shall reimburse and indemnify the Chief Financial Officer for the reasonable and necessary costs of legal defense as permitted by state law, provided however, that the District will not be liable to provide or indemnify the Chief Financial Officer for individual counsel where counsel is, or could be provided, for Chief Financial Officer by a policy of insurance carried by the District.

C. District shall not, however, be required to pay any costs of any legal proceedings in the event District and Chief Financial Officer have adverse interests in such litigation provided, however, where the interests are adverse and where a judgment is entered on behalf of the Chief Financial Officer, the District shall be responsible for reimbursement of the Chief Financial Officer's reasonable attorney's fees and costs incurred in that litigation.

## 8. TERMINATION OF EMPLOYMENT CONTRACT

Prior to the expiration date of this Agreement, this Agreement may be terminated only by:

A. Mutual Agreement of the Parties.

B. Resignation of employment by the Chief Financial Officer upon not less than sixty (60) days advance written notice to the Board.

C. Discharge of the Chief Financial Officer for cause after due notice, giving the reasons therefore, and after hearing if demanded, pursuant to the provisions of Section 10-1089 of the Public School Code of 1949 ("Act 43").

9. MISCELLANEOUS

A. This Agreement constitutes the entire understanding between the Parties concerning the subjects to which it refers and supersedes and replaces all prior employment agreements between the Parties. This Agreement shall be modified only in writing executed by the Parties or their lawful representatives.

B. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

C. If any term, condition, clause or provision of this Agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause or provision shall be stricken from this Agreement, and in all other respects, this Agreement shall be valid and continue in full force, effect and operation. If at any time thereafter such term, condition, clause or provision shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

IN WITNESS WHEREOF, District has caused this Employment Contract to be approved on its behalf by a duly authorized officer and Chief Financial Officer has approved this Employment Contract effective on the day and year specified above.

NEW HOPE-SOLEBURY SCHOOL DISTRICT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Judeth Finn, President, Board of School Directors

\_\_\_\_\_ Date: \_\_\_\_\_  
David Francella, Chief Financial Officer