

**ALBERT GALLATIN AREA SCHOOL DISTRICT**  
**DISTRICT SUPERINTENDENT'S CONTRACT**

**THIS AGREEMENT**, made and entered into this 20<sup>th</sup> day of September, 2006, by and between the **ALBERT GALLATIN AREA SCHOOL DISTRICT** (hereinafter referred to as "School District")

**A**  
**N**  
**D**

**WALTER G. VICINELLY**, (hereinafter referred to as "Superintendent or "Vicinely").

**PREAMBLE**

**WHEREAS**, the Albert Gallatin Area School District, Board of Directors, at a meeting duly and properly called on September 20, 2006, elected and reappointed Walter G. Vicinely to the Office of District Superintendent in accordance with the provisions of Sections 508, 1071 and 1073 of the Pennsylvania Public School Code of 1949, as amended (24 P.S. § 1-101 et. seq.); and

**WHEREAS**, the parties have agreed upon certain terms and conditions of employment and desire to reduce said terms and conditions to writing.

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

**ARTICLE I. TERM**

**1.0 Term.** The School District does hereby elect and appoint Walter G. Vicinely to the position of Superintendent of Schools of the Albert Gallatin Area School District for a term from July 1, 2007 to midnight June 30, 2012.

**1.1 Renewal or Extension.** Any renewal or extension of the Superintendent's term beyond the term of this Agreement shall be made pursuant to the provisions contained in the Public School Code of 1949, as amended.

**1.2 Termination by Superintendent.** This Agreement may be terminated by the Superintendent prior to its effective termination date by the Superintendent submitting a written resignation to the School Board at least sixty (60) days prior to the effective date of the resignation. For purposes of computing said sixty (60) days, vacation days shall not be counted.

**1.3 Termination for Cause.** The School District shall have the right to terminate this Agreement and dismiss the Superintendent for any of the causes set forth in Section 1080 of the Public School Code of 1949, as amended (24 P.S. § 10-1080).

**1.4 Mutual Termination.** In the event the Superintendent's contract is terminated by mutual consent prior to its effective termination date or pursuant to Section 1.2 herein, the School District shall have no further responsibility or liability of any nature whatsoever to the Superintendent.

**1.5 Contract Year.** All references to this Agreement to "contract year" shall mean the period of time from July 1 to the following June 30<sup>th</sup>.

## **ARTICLE II. DUTIES**

**2.0 Legal Qualifications.** The Superintendent covenants that he possesses all of the qualifications that are required by law to serve as a District Superintendent. The Superintendent agrees to maintain throughout the term of this Agreement a valid and current commission or other legal credentials as may be required by law and to present

the same to the Board of School Directors. He further agrees to subscribe to and take the proper oath of office before entering upon his duties.

**2.1 Chief School Administrator.** During the term of this Agreement, the Superintendent shall serve as the Chief Administrator of the School District, and to perform the duties of a District Superintendent in a competent and professional manner, devoting his time, skill, labor and attention to his employment duties during the term of this Agreement.

A. Within the School District's administrative organization, the Superintendent shall be the only administrator appointed or hired by the School District having a direct line of responsibility and authority, or chain of command, from and to the School Board. All other present or future administrative positions shall report directly to the Superintendent. Nothing contained herein, however, shall preclude any administrator from communicating or having contact with the School Board, nor preclude the School Board from appointing an acting or substitute Superintendent pursuant to § 1079 of the Public School Code of 1949, as amended.

B. The Superintendent shall have a seat on the Board of School Directors and the right to speak on all issues before the Board, but shall not have the right to vote. The Superintendent shall have the right to attend all regular and special meetings of the School Board, and all committee meetings thereof. The Superintendent shall not have the right to attend executive sessions wherein any matter concerning the Superintendent's employment is discussed; if any such right exists, the Superintendent hereby expressly and knowingly waives same.

**2.2 General.** The Superintendent shall, subject to the supervision and authority of the School Board and its successors, perform those duties as set forth in the Public School Code of 1949, as amended, the District's Board Policy as the same may be amended from time to time, and such other duties and responsibilities as may be assigned to the Superintendent from time to time by the Board of School Directors, all in accordance with the laws of the Commonwealth of Pennsylvania. The Parties hereby agree that the Superintendent's duties and privileges shall include those placed upon him by operation of the law and by action of the Board of School Directors.

**2.3 Administration of Schools.** The administration of school policy, the operation and management of the schools, and the direction of employees shall be through the Superintendent.

**2.4 Organizational Responsibility.** The Parties agree that the Superintendent shall be responsible for total day-to-day administration of the School District subject to officially adopted policies of the School Board.

**2.5 Specific Duties.** The Superintendent shall be responsible for the following:

- A. Recommending the employment all professional and support staff employees; and directing and assigning teachers and other employees of the schools;
- B. Recommending the employment of the administrative and supervisory staff (including Central Administration and School Building Administration); and organizing, supervising and arranging the same;
- C. Recommending regulations, rules and procedures deemed necessary for the efficient and proper operation of the district;

D. Setting yearly objectives for the District consistent with the direction and priorities established by the Board;

E. Causing to be established and maintained effective procedures and controls for expenditures of all school funds in accordance with the annual school budget, subject to the direction and approval of the Board;

F. Providing the Board with information pertinent to their legislative roles;

G. Causing to be prepared and submitted to the Board all matters requiring legal action;

H. Informing the Board as to the operation of the school system and making recommendations for more efficient operation thereof; and

I. Performing all duties incident to the office of the District Superintendent as set forth in the Public School Code, all duties set forth in the job description as from time to time amended, and such other duties as may be legally prescribed by the Board of School Directors.

**2.6 Problem Solving.** Criticisms, complaints and suggestions called to the attention of the School Directors, individually or collectively, will be referred to the Superintendent by the School Board for study, report and recommendation to the School Board. Problems that are referred to the Superintendent, which would routinely be solved by the Superintendent, shall be so resolved in accordance with School District policy and law.

**2.7 School Board Powers.** Nothing in this Article II shall preclude or be deemed to limit the right of School Board Directors to exercise their responsibilities in

the areas of monitoring school district operations, conducting oversight activities, visiting schools, or any other activities as set forth in Board Policy or the Pennsylvania School Code of 1949, as amended. The School Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves to itself all power, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of Pennsylvania.

**2.8 Work Year.** The Superintendent shall be a twelve (12) month Administrator.

### **ARTICLE III. PERFORMANCE ASSESSMENTS**

**3.0 Evaluation.** An annual formal assessment of the Superintendent's performance and future goals shall be the means by which the School District shall assess the performance of the Superintendent. The performance assessment shall be conducted in a private session limited to members of the Board of School Directors and the Superintendent. The evaluation instrument or format agreed upon by both parties shall be utilized. Both parties agree that performance assessments shall be privileged and that each party shall respect the confidentiality of the discussions. Nothing contained herein, however, shall prevent the School District from using any such evaluation in a dismissal hearing properly brought under Section 1080 of the Public School Code of 1949, as amended.

**3.1 Purpose of Performance Assessment.** The purposes of this performance assessment shall be as follows:

- A. To strengthen the working relationship between the School Board and the Superintendent;

- B. Enhance the Superintendent and School Board's effectiveness;
- C. Clarify for the Superintendent the responsibilities the School Board relies upon him to fulfill; and
- D. As a factor for determining whether to renew or not renew the Superintendent's contract and term; provided, however, performance assessments shall not be construed as in any manner obligating the School Board to renew the Superintendent's term or contract.

The evaluation instrument shall delineate the criteria and/or evaluation rating which the Superintendent must accomplish or obtain for purposes of being rated at least satisfactory.

**3.2 Evaluation Instrument/Goals.** The Board of Directors and the Superintendent shall meet on or before August 31<sup>st</sup> of each contract year for purposes of establishing mutual goals and objectives, including the goals which the Superintendent shall accomplish for the ensuing year. At such time the parties will formulate a written evaluation instrument or format to be used as a basis for evaluating the Superintendent. The evaluation instrument or format shall be based upon achievement of goals, job performance and other additional and measurable objectives to be mutually established by the parties. The instrument shall include a short narrative statement summarizing the basis for the overall evaluation. The evaluation instrument or format shall be agreed upon by both parties.

**3.3 Evaluation Procedures.** The evaluation procedures shall be an annual comprehensive evaluation. The evaluation instrument agreed upon by both parties shall be utilized in the annual comprehensive evaluation.

**A. Comprehensive Evaluation.** The comprehensive evaluation shall be completed by July 30<sup>th</sup> of each school year. By June 30<sup>th</sup>, the Superintendent shall submit a written report to the Board reviewing accomplishments. Each Board Member shall review the report and complete the evaluation instrument. The School Board will then meet with the Superintendent to review the results of the individual evaluation instruments. Prior to completing a final composite evaluation, the Superintendent has the right to offer further explanations, in writing, and request a meeting with the entire School Board to reconsider the evaluation results. After such further review and meeting (if requested by the Superintendent), the final composite evaluation shall be issued to the Superintendent and the School Board.

**3.4 Complaints/Criticisms.** School Directors, individually or collectively, shall promptly inform the Superintendent of all criticisms, complaints and suggestions called to the attention of the Board as a whole or individually regarding his performance. Superintendent shall promptly report back to the School Board as to resolution of any such concern.

#### **ARTICLE IV. COMPENSATION**

**4.0 Salary.** The Superintendent's salary shall be as follows:

2007-08	\$ 96,324.00
2008-09	\$ 99,024.00
2009-10	\$101,724.00
2010-11	\$104,424.00
2011-12	\$107,124.00



The established annual salary shall be paid in equal installments in accordance with the policy governing payment of salary for other twelve (12) month administrative employees of the School District.

**4.1 Salary Adjustments.** Any adjustments in the Superintendent's salary during the term of this Agreement shall be deemed an amendment to this Agreement. Provided, however, that such adjustments shall not be construed as either creating a new contract between the School District and the Superintendent, or in any manner extending the anticipated termination date of this agreement.

#### **ARTICLE V. FRINGE BENEFITS**

**5.0 Vacation and Holidays.** Superintendent shall receive paid holidays as from time to time provided to said Administrative Employees. Superintendent shall receive thirty (30) paid vacation days per contract year. At any time vacation is taken, Superintendent shall notify the School Board President.

A. Vacation cannot be taken during the following times: last week of school term; first two weeks of school term; and first week immediately preceding start of school term.

B. Vacation days not utilized during the contract year may not be carried over to any subsequent contract. All unused vacation days convert to sick days.

C. In the event the Superintendent's employment with the District should terminate prior to the expiration of this agreement, vacation day entitlement and conversion of unused vacation days to sick days shall be prorated based upon the number of days worked compared to the number of work days in the contract year. In the event

the Superintendent shall already have exceeded the number of prorated days, a corresponding per diem sum shall be deducted from his final paycheck.

D. A vacation day cannot be taken in an increment of less than one-half (½) day.

**5.1 Professional Association Memberships.** The School District shall pay the annual dues for the Superintendent's membership in one (1) professional associations of his choosing, such as but not limited to, the American Association of School Administrators (AASA); the Pennsylvania Association of School Administrators (PASA) and the Association for Supervision and Curriculum Development (ASCD). The School District shall also pay the annual dues for the Superintendent's membership in local community organizations, wherein the Superintendent acts as a representative or liaison of the School District.

**5.2 Conventions/Travel.** The School District will reimburse the Superintendent for all reasonable expenses incurred in the performance of his duties upon presentation of an itemized account of such expenditures. Superintendent may attend professional conventions, conferences and meetings at the local, state and national level, at the School Board's sole discretion. The School District shall also reimburse the Superintendent for full tuition and related costs for courses/seminars at said conventions, conferences and professional meetings.

**5.3 Sick Leave.** The Superintendent shall retain all unused sick days accumulated as of June 30, 2007 and shall be entitled to twelve (12) additional days of sick leave for each contract year. The unused portion of sick days shall accumulate from year to year. Should Vicinelly die while still serving as Superintendent, his surviving

spouse shall receive One Hundred (\$100.00) Dollars for each unused sick day. In the event there are any unused sick days remaining at the end of his term, and his term is not renewed by the School Board, Vicinelly shall receive \$100.00 per day for each unused sick day. See Section 5.5.B in the event of early retirement.

**5.4 Mileage Reimbursement.** The Superintendent shall be reimbursed for use of his private vehicle, while on School District business for travel out of Fayette County only, at the mileage rate as from time to time set by the Internal Revenue Service. There will be no reimbursement for travel to and from the workplace.

**5.5 Early Retirement.** The Superintendent shall be entitled to early retirement benefits as set forth herein.

- A. **Eligibility.** Attain 55 years of age and twenty (20) years of service in the Albert Gallatin Area School District, or no age threshold if attains thirty (30) years of service in the School District. Years of service include teaching years.
- B. **Cash Payment.** The Superintendent shall receive a cash payment equal to Ten Thousand (\$10,000) Dollars plus \$100.00 for each unused sick day. This payment shall be made to Vicinelly on the next available payday immediately following the effective date of retirement.
- C. **Health Insurance Coverage.** Coverage will be provided for Vicinelly and his spouse as set forth in Exhibit A.
- D. **Sabbatical Leave Option.** If the Superintendent is otherwise entitled to Sabbatical leave for health purposes, in exchange for waiving a full sabbatical, Vicinelly shall receive \$10,375.00; in exchange for waiving a half term sabbatical, Vicinelly shall receive \$5,125.00. Sabbatical leave for any other purpose, including study or professional development, does not qualify for the option.

- E. Vicinelly acknowledges that this early retirement benefit has been requested and solely initiated by himself and would not otherwise have been offered to him by the School District.

**5.6 Indemnification and Defense.** The School District shall save and hold harmless, indemnify, and defend the Superintendent from and against any and all demands, complaints, claims, suits, actions and proceedings, in law or in equity, brought against the Superintendent in his official or individual capacity for actions taken or not taken while in the employ of the School District while acting as its agent.

**5.7 Liability Insurance Coverage.** The School District shall include the Superintendent in the Liability insurance coverage of the School District that is applicable to actions, claims, or suits, filed against School District personnel on account of their activities as employees, agents, or officials of the School District.

**5.8 Administrative Employee Benefits.** Subject to Section 5.8.B, during the term of this Agreement, the Superintendent shall receive the fringe benefits equal to and in the same manner as those from time to time provided the School District's Act 93, twelve month administrative employees. These benefits include, but are not limited to, the following: personal days, health related group insurances (e.g. medical, hospitalization, prescription, dental, vision), life insurance, reimbursement for credit, bereavement and jury duty.

A. Subject to Section 5.8.B, the Superintendent shall only be entitled to these Section 5.8 benefits while they are being provided to the School District's Act 93, twelve month administrative employees. For example, if during the term of this Agreement, group life insurance for said administrative employees would be eliminated, altered or reduced, the Superintendent's group life insurance coverage would likewise be

eliminated, altered or reduced in the same manner. Conversely, if during the term of this Agreement, a benefit would be added or increased for said administrative employees, the Superintendent shall receive the benefit in the same manner.

**B.** These Section 5.8 fringe benefits are in addition to the benefits set forth in Sections 5.0 through 5.7. To the extent administrators now receive, lose or would receive any benefit similar to one contained in Sections 5.0 through 5.7, the Superintendent's benefit shall still be governed by Sections 5.0 through 5.7, and not the Act 93 Plan.

**C.** If an administrative employee benefit would require the approval of the Superintendent, the School Board's approval is hereby substituted.

#### **ARTICLE VI. MISCELLANEOUS**

**6.0 Severability Clause.** Should any term, condition, clause or provision of this Agreement be declared illegal by a court of competent jurisdiction, or otherwise be determined or declared to be void or invalid as a matter of law, 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. The remaining terms, conditions, clauses and provisions shall remain in full force and effect for the duration of the agreement if not affected by the deleted term, condition, clause or provision.

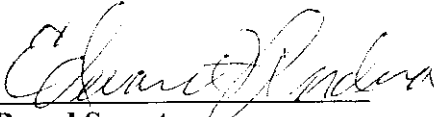
**6.1 Statutory Reference.** All references to the Public School Code of 1949, as amended, contained herein shall also refer to any amendment or recodification of such Law.

**6.2 Choice of Law.** This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

**6.3 Inurement.** This Agreement shall be binding upon the parties hereto, their successors, assigns, administrators, executors and heirs.

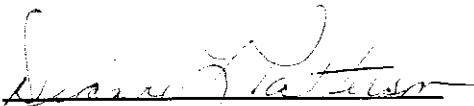
**IN WITNESS WHEREOF,** the parties hereto have set their hands and seals the day and year first above written.

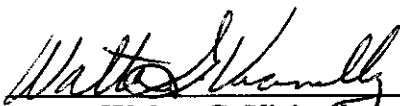
**ATTEST:**

  
**Board Secretary**

**ALBERT GALLATIN AREA SCHOOL DISTRICT**

By:   
**Board President**

  
**Witness**

  
**Walter G. Vicinelly**

Initials efa

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## EXHIBIT A

### EARLY RETIREMENT HEALTH INSURANCE

School District shall provide Vicinelly and his spouse, Darlene Vicinelly (hereinafter referred to as "Spouse"), continued participation in the School District's group health insurance program. This retirement benefit shall be provided pursuant to the following terms and conditions:

**1. Group Health Insurance.** Coverage shall be as from time-to-time provided to the teachers' bargaining unit members (For example, while receiving the health insurance incentive, the Albert Gallatin Education Association and School District bargain a different health insurance plan or coverage; Vicinelly likewise will be covered by the new plan and not the plan coverage that existed at the time of his retirement. For example, if any copays, including premium copay, would be increased, reduced or eliminated, Vicinelly's copay would likewise be increased, reduced or eliminated).

**2. Premium Allocation.** The School District shall pay one hundred (100%) percent of the cost of health insurance for Vicinelly and Spouse; provided, however, before any premium is paid, Vicinelly is obligated to contribute (copay) the following: an amount equal to \$100.00 per month toward that portion of the premium that is allocated to his individual coverage, or such equal, lesser or greater amount as may from time-to-time be provided under Act 23 of 1991, as amended, or any

similar successor provision. This premium contribution (copayment) is in addition to any other premium copays that may arise in the future (see Section 1 above). The School District's obligation shall be to pay, beyond these contributions, the balance of the premium. Vicinelly shall submit any documents required by the Pennsylvania School Employees' Retirement System (PSERS) for purposes of obtaining the Act 23 insurance reimbursements.

**3. Coverage Option.** The School District retains the option to purchase insurance coverage for Vicinelly and Spouse in the form of two single coverages, one husband/wife coverage, or one family coverage.

**4. Termination of Coverage.** The health insurance incentive and its premiums and coverage shall cease and terminate upon the first of the following conditions occurring:

A. Vicinelly or Spouse is gainfully employed and comparable medical insurance benefits are available from the Employer at same or less cost. The School District reserves the right to equalize costs by reimbursing Vicinelly or Spouse a portion of any copay Vicinelly or Spouse must make to the Employer; should such gainful employment subsequently cease, Vicinelly or Spouse shall be entitled to reinstate said benefits for the remaining eligibility period.

C. As to Vicinelly, upon his attaining eligibility for Medicare or becoming eligible to receive coverage under a governmental agency plan; or

D. As to Spouse, upon her attaining eligibility for Medicare or becoming eligible to receive coverage under a governmental agency plan.



E. Vicinelly and/or Spouse are affirmatively obligated to notify the School District within fifteen (15) days of the occurrence of any of the above conditions. Failure to timely notify will require Vicinelly and/or Spouse to reimburse the School District for any coverage costs which the School District occurs after the fifteen-day grace period.

5. **Subsequent Spouse.** This Memorandum does not apply to any subsequent spouse of Vicinelly. Spousal coverage is only applicable to Vicinelly's current spouse, Darlene Vicinelly.