

THIS CONTRACT, made this 23<sup>rd</sup> day of January, 2007, by and between:

**THE BOARD OF SCHOOL DIRECTORS OF THE CAMBRIA HEIGHTS SCHOOL DISTRICT**, Patton, Cambria County, Pennsylvania (hereinafter referred to as the "Board"),

**AND**

**DR. JOSEPH MACHAROLA** (hereinafter referred to as "Superintendent"),

**WITNESSETH**

WHEREAS, the Board has determined that after a period of search, selection and interview of candidates, Dr. Joseph Macharola is the most capable and qualified to serve as District Superintendent; and

WHEREAS, the Board, at its meeting on the 23<sup>rd</sup> day of January, 2007, elected the Superintendent to act in the capacity of Superintendent of the Cambria Heights School District for a period of approximately three and one half (3½) years commencing January 23, 2007, or as soon thereafter as Superintendent is released from employment with his prior employer, and extending until June 30, 2010; and

WHEREAS, the Superintendent and the Board desire to enter into this Contract setting forth the terms and conditions of said election.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable considerations, the receipt of which are

hereby acknowledged, and intending to be legally bound hereby, the Board and the Superintendent do hereby agree as follows:

**1. EMPLOYMENT.** The Superintendent is hereby elected and hired to serve as Superintendent of the Cambria Heights School District for the period January 23, 2007, or as soon thereafter as Superintendent is released from employment with his prior employer (which date, upon which Superintendent assumes his duties, shall be known herein as the "Effective Date" of the Agreement), through June 30, 2010, and the Superintendent hereby accepts said election and employment and the terms of this Contract and agrees, under the authority of the Board and subject to the policies and procedures adopted by the Board and as authorized by the Public School Code of the Commonwealth of Pennsylvania, to carry out the duties of Superintendent in a prudent and professional manner and execute the policies and directives of the Board and perform all of the duties of the Superintendent as set forth in Section 1081 of the Public School Code and in the job description as adopted and amended from time to time by the Board in accordance with the highest standards of the profession of the office of Superintendent of a public school in the Commonwealth of Pennsylvania.

**2. LEGAL QUALIFICATIONS.** The Superintendent covenants that he possesses all of the qualifications that are required by law to serve as a Superintendent. The Superintendent agrees to maintain throughout the term of this Agreement a valid and current commission or other legal credential 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 proper oath of office before entering upon his duties.

**3. COMPENSATION.** The Superintendent shall be paid an initial annual salary, beginning the Effective Date, of Ninety-seven thousand eight hundred (\$97,800) DOLLARS, which salary shall be prorated for the initial period of employment from the date of this Agreement until June 30, 2007. The Superintendent shall be entitled to annual increases each year of this Agreement, beginning after June 30, 2008, provided that the Superintendent's work performance is satisfactory to District. Said increases shall be no less than three (3) percent of his annual salary. The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other certificated members of the professional staff. Any adjustment in salary made during the life of this Agreement shall be recorded in Board Minutes and shall become part of this Agreement.

**4. ADDITIONAL BENEFITS.** In addition to the basic salary as set forth above, the following benefit shall be provided at no additional cost to the Superintendent:

- A. The District shall pay the premium for a life insurance term policy on behalf of Superintendent in an amount of \$250,000 for the life of the Contract. It is understood and agreed said availability is subject to operating guidelines of the insurance carrier. The Superintendent may secure additional Term Life Insurance, subject to the approval of the

School District's insurance carrier, and the policy premium shall be payable by the Superintendent.

- B. The Superintendent shall receive Twenty five (25) days paid vacation per school year for the period July 1<sup>st</sup> through June 30<sup>th</sup>. The number of vacation days granted to Superintendent for the period from the Effective Date through June 30, 2007, shall be prorated.
- C. The Superintendent shall receive the same medical, dental and vision insurance as that provided in the Teacher's Agreement.
- D. The Superintendent shall be provided twelve (12) sick days each year, all accumulative with no limit. The number of sick days granted to Superintendent for the period from the Effective Date through June 30, 2007, shall be prorated. Any unused accumulated sick days shall be reimbursed upon retirement at the same rate as outlined in the Teacher's Agreement. In addition, the Superintendent will be permitted to transfer seventy (70) days of sick leave from the Superintendent's immediate former employment. However, in the event of termination of employment, or retirement, with the Cambria Heights School District, only twenty-five (25) of the transferred, unused days will be paid out at termination or retirement at the same rate as outlined in the Teacher's Agreement.

Furthermore, sick days used by the Superintendent shall first be deducted from those sick days accumulated while employed by the Cambria Heights School District and/or the twenty-five (25) transferred days. In the event of termination of employment with the Cambria Heights

School District, forty-five (45) days of the transferred days will not be paid out at termination or retirement.

- E. The Superintendent shall receive the same bereavement leave benefits as that provided in the Teacher's Agreement.
- F. The Superintendent shall receive two (2) personal leave days per school year, accumulative to five (5) total. Any unused accumulated personal leave days beyond said maximum shall be added to the following year's unused accumulated sick leave entitlement.
- G. The Superintendent shall be entitled to the following holidays: July 4<sup>th</sup>, Labor Day, Veteran's Day, Thanksgiving Day, the Day after Thanksgiving, First Day of Buck Season, Christmas Eve Day, Christmas Day, New Year's Day, Good Friday, and Memorial Day.
- H. The Superintendent shall be encouraged to join in two (2) professional organizations. Dues for membership in such organizations shall be paid by the District.
- I. The Superintendent shall be encouraged to attend local, state and national professional meetings, expenses for which shall be paid by the District with prior approval of the Board.
- J. The Superintendent is encouraged to continue his professional development in the field of education through attendance at courses, conferences and workshops, expenses for which shall be paid by the District with prior approval of the Board.

- K. The District shall reimburse the Superintendent for all actual and necessary travel and other expenses required in the performance of his official duties, subject to such limitations as provided by District policy.

**5. EVALUATION.** Beginning with the 2007-2008 school year, the Board shall conduct an annual evaluation of the Superintendent's performance based on: his progress towards Board-established goals; performance of duties as required by the Public School Code and the job description; working relationships between the Superintendent and the Board, faculty, staff and community. This evaluation shall be conducted in April of each year, and the results of the evaluation and any established goals for the following year shall be reduced to writing. Six months after the annual evaluation, the Board and Superintendent shall review progress towards any established goals, and make modifications deemed appropriate. The results of this semiannual review and any changes to the established goals shall be reduced to writing. Any discussions of this performance evaluation between the Board and Superintendent shall be conducted in Executive Session limited to members of the Board and Superintendent.

**6. TERMINATION.** During the term of this Agreement, the Board and Superintendent may mutually agree in writing to terminate this Agreement. Otherwise, the termination will follow the provisions of the Pennsylvania Public School Code, as amended.

**7. EXTENSION OR RENEWAL OF SUPERINTENDENT'S CONTRACT.**

The extension or renewal of the Superintendent's term and/or contract shall be governed by Section 1073 of the Public School Code of 1949 as amended; PROVIDED, HOWEVER, that unless a board meeting agenda item related to renewal or replacement has previously been placed on the agenda, it shall be the affirmative obligation of the Superintendent to include, in the material customarily supplied each month to each member of the Board of School Directors, a separate notice or reminder that such agenda item is required to be and will be included on the agenda for the regular meeting of the Board of School Directors of January, 2010, at least five (5) calendar days prior to said meeting.

**8. ENTIRE AGREEMENT.** This Agreement constitutes the full and complete understanding between the parties hereto. Any attempt to modify or amend this agreement shall be effective only upon the execution of written document by all parties hereto embodying such changes as have been agreed upon. Any prior written agreement, documents, contracts or writings of any kind between the parties are superseded by this Agreement. Neither party hereto has made or relied upon any statement, representation or warranty not expressly set forth herein as an inducement to enter in to this Agreement.

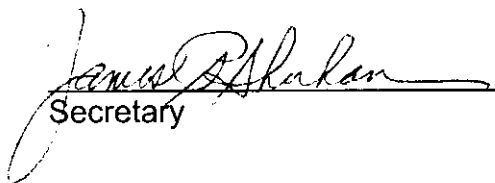
**9. UNLAWFUL PROVISION.** Should any article, section or clause of this AGREEMENT be declared illegal by a court of competent jurisdiction, said article, section or clause as the case may be shall be automatically deleted from this

AGREEMENT to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the AGREEMENT if not affected by the deleted article, section or clause. If at any time thereafter such article, section or clause 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, the parties hereto, intending to be legally bound hereby, have executed this Contract the day and year first above written.

ATTEST:

BOARD OF SCHOOL DIRECTORS OF THE  
CAMBRIA HEIGHTS SCHOOL DISTRICT

  
Secretary

 (SEAL)  
President

  
Witness

 (SEAL)  
Superintendent