

## DISTRICT SUPERINTENDENT'S CONTRACT

THIS CONTRACT, made this 4<sup>th</sup> day of December, 2006, by and between: **THE BOARD OF SCHOOL DIRECTORS OF THE CENTRAL CAMBRIA SCHOOL DISTRICT**, a School District with offices located in Ebensburg, Cambria County, Pennsylvania, hereinafter referred to as "School District",

**A N D**

**DR. SUSAN W. MAKOSY**, a duly commissioned District Superintendent, party of the second part, hereinafter referred to as "Superintendent."

### W I T N E S S E T H

**WHEREAS**, the Board has determined that Dr. Makosy is capable and qualified to serve as District Superintendent; and

**WHEREAS**, the Board, at its regular meeting on the 4<sup>th</sup> of December, 2006, appointed the Superintendent to act in the capacity of Superintendent of the Central Cambria School District for a period of three (3) years commencing July 1, 2007, 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 appointment.

**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**. Dr. Susan W. Makosy is hereby elected and hired to serve as Superintendent of the Central Cambria School District for the period July 1, 2007 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 she 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. She further agrees to subscribe to and take proper oath of office before entering upon her duties.

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. The parties hereto agree that:

(a) The SUPERINTENDENT shall furnish recommendations to the Board of School Directors on matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the SCHOOL DISTRICT.

(b) In accordance with applicable law, the SUPERINTENDENT shall have a seat at the Board table and the right to speak on all issues before the Board of School Directors. The SUPERINTENDENT and/or her designee(s) shall have the right to attend all regular and special meetings of the Board of School Directors and her designee shall serve as advisor to the Board on matters affecting the SCHOOL DISTRICT.

(c) Criticisms, complaints, and suggestions called to the attention of the SCHOOL DISTRICT may be referred to the SUPERINTENDENT for study, disposition or recommendation as appropriate.

(d) The SUPERINTENDENT shall be responsible for the administration of the school district 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 Commonwealth of Pennsylvania. The SUPERINTENDENT further agrees to 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 as may be outlined in a job description as may be 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.

(e) **ANNUAL REPORT.** Each year, not later than July 15, the SUPERINTENDENT shall submit to the Board of School Directors a concise report on: a) data and critical events of the preceding year; b) current operations; and c) suggested goals for the coming year. The organization and content of this document shall be as mutually agreed upon between the parties. The Board of School Directors reserves the right unto itself to request semi-annual reports or other reports as determined necessary for the efficient and effective operation of the schools.

4. **SCHOOL DISTRICT** The SCHOOL DISTRICT on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all power, rights, authority, duties, and responsibilities conferred upon and vested in it by the law and the Constitution of the Commonwealth of Pennsylvania.

5. **COMPENSATION AND BENEFITS** The Board of School Directors and the DISTRICT SUPERINTENDENT agree to the following conditions as they relate to this AGREEMENT or any amendment or extension to this AGREEMENT:

**COMPENSATION:**

(a) The SUPERINTENDENT's annual salary for 2006-2007 is One Hundred Four Thousand Four Hundred Twenty Four and xx/100 (\$104,424.00) Dollars.

(b) The established annual "salary" shall be paid in equal installments in accordance with the policy or agreement governing other twelve (12) month Professional Employees in the SCHOOL DISTRICT.

(c) During the period of the SUPERINTENDENT's employment with the DISTRICT, it is understood and agreed that a salary increase for the remaining period of the SUPERINTENDENT's term shall be as outlined below provided her performance is rated "satisfactory" each year by the Board of School Directors.

July 1, 2007 through June 30, 2008	3.5% increase
July 1, 2008 through June 30, 2009	3.5% increase
July 1, 2009 through June 30, 2010	3.5% increase

**BENEFITS:**

(a) The SUPERINTENDENT shall receive and is encouraged to take twenty (20) days of vacation annually exclusive of school holidays. Vacation benefits earned on or after July 1, 2007 must be taken within the annual period in which it is earned. With approval of the Board, vacation time may be carried over from one year to the next. The SUPERINTENDENT shall notify the Board in advance of vacation time being utilized during the school year.

(b) During the term of the Agreement, the SUPERINTENDENT shall be entitled to ten (10) sick days annually and which may accumulate similar to all other professional employees of the District.

(c) The SUPERINTENDENT shall be entitled to insurance benefits similar to the Professional Staff relative to medical insurance, dental insurance, and vision insurance. The SUPERINTENDENT shall contribute toward the cost of coverage via payroll deduction as follows:

2007-2008 2% of the annual cost of such coverage  
2008-2009 3% of the annual cost of such coverage  
2009-2010 4% of the annual cost of such coverage

Levels and types of coverage shall be subject to the operating guidelines of the insurance carrier.

(d) The Board will pay the full cost of a term life insurance policy for the SUPERINTENDENT who so selects, until the SUPERINTENDENT, active or retired, reaches the age of 75. The amount of this policy shall be twice the teachers' average salary to the nearest thousand dollars. In addition, an accidental death/dismemberment provision will be added. In all respects, the terms and conditions of said term life policy shall be subject to the operating guidelines of the insurance carrier.

(e) The SUPERINTENDENT is encouraged to continue her professional development in the field of education through attendance at courses, conferences and workshops, seminars, etc. The District will fully reimburse the Superintendent for courses/programs/seminars/workshops/-conferences taken as part of a continuing education plan as approved by the Board. The Superintendent agrees to attend courses and/or professional development activities as requested by the Board with the cost of same being borne by the District.

(f) The SCHOOL DISTRICT shall reimburse the SUPERINTENDENT for all actual and necessary travel and other expenses, i.e., lodging, meals, tolls, required in the performance of her official duties subject to such limitations provided by District Policy or Board directive.

(g) The SUPERINTENDENT shall, with Board approval, attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for her expenses in connection therewith and for any other reasonable out-of-pocket expenses incurred on behalf of the Board.

(h) The SUPERINTENDENT shall be provided annual membership in three (3) professional associations and level affiliates with the cost of said membership being incurred by the SCHOOL DISTRICT subject to approval of the Board.

(i) Retirement:

1) The SUPERINTENDENT shall be entitled to a retirement benefit the same as outlined in the Teachers Contract at pages 18 – 19 entitled "11.8 Incentive Plan for Early Retirement." In order to be entitled to same, the SUPERINTENDENT must notify the DISTRICT no later than January 15 of her decision to take advantage of such an incentive.

2) Severance pay will be granted to the SUPERINTENDENT in the amount of one hundred and xx/100 dollars (\$100.00) for every accumulated but unused sick day. Should the SUPERINTENDENT die during the term of this Plan and is eligible for this retirement benefit, her estate will be paid the amount due her to the date of death regardless of whether she has indicated retirement.

6. **EVALUATION.** The Board shall conduct an annual evaluation of the Superintendent's performance based on: her progress towards Board-established goals which may be revised from time to time by the Board; 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 July 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 and established goals. The results of this semiannual review and any changes to the established goals shall be reduced to writing.

7. **OTHER WORK.** Only with the prior agreement of the Board may the SUPERINTENDENT receive compensation for consultative work, lecturing, or other professional duties.

8. **PROFESSIONAL LIABILITY.** The Board agrees that it will defend hold harmless and indemnify SUPERINTENDENT from any and all demands, claims, suits, actions and legal proceeding brought against SUPERINTENDENT in her individual capacity or in her official capacity as agent and employee of the Board provided the incident arose while SUPERINTENDENT was acting within the scope of her employment and as such liability coverage is within the authority of the Board to provide under state law.

9. **CHANGE OR TERMINATION.** The SCHOOL DISTRICT and SUPERINTENDENT hereby agree that the following provisions shall be applicable for the term of this AGREEMENT, or any extension or renewal of this AGREEMENT.

(a) This Employment Contract may be changed or terminated by mutual consent of the parties, provided, however, that the party seeking such change or termination shall give not less than sixty (60) days written notice to the other party.

(b) This Employment Contract shall be terminated at the expiration of the term hereof as hereinabove provided unless earlier terminated by the SUPERINTENDENT's death or removal as provided in Section 1080 of the Public School Code or unless extended in accordance with the provisions of Section 1073 of the Public School Code.

10. **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.

11. MISCELLANEOUS.

(a) All references to the Public School Code of 1949 contained herein shall also refer to any amendments to such Act or to any recodification of such Act.

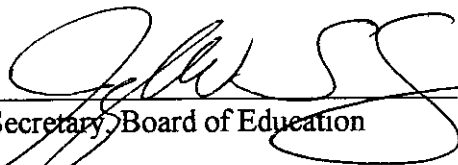
(b) This Agreement shall be binding upon the parties, their heirs, executors, administrators, successors, or assigns.

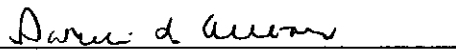
12. ENTIRE AGREEMENT. This Agreement constitutes the full and complete understanding between the parties hereto. Any attempt to modify or amend this agreement shall be effective only upon the execution of written document by all parties hereto embodying such changes as have been agreed upon. Any prior 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.

13. 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, AND INTENDING TO BE LEGALLY BOUND** thereby, the parties have caused this AGREEMENT to be duly executed the day and year first above written.

ATTEST:

  
Secretary, Board of Education

  
President, Board of Education

WITNESS:

  
Dr. Susan Makosy, Superintendent