

**CONTRACT FOR EMPLOYMENT  
JUNIATA COUNTY SCHOOL DISTRICT  
SUPERINTENDENT**

THIS AGREEMENT is made and entered this 17th day of May, 2007, by and between the Board of School Directors of the Juniata County School District and Kenneth J. Albaugh, Ph.D., hereinafter referred to as Superintendent.

WHEREAS, the Board of School Directors of the District, at a regularly scheduled meeting duly and properly called on the 17th day of May, 2007, did appoint Kenneth J. Albaugh, Ph.D. to the office of District Superintendent for the District in accordance with the provisions of Sections 508, 1071 and 1073 of the Public School Code of 1949; 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 hereby, and in consideration of the mutual covenants contained herein, agree as follows:

1. Term. The Board, in consideration of the promises herein contained, has employed Kenneth J. Albaugh, Ph.D., and Kenneth J. Albaugh, Ph.D. hereby accepts said employment as Superintendent of Schools of the Juniata County School District for a term of three (3) years commencing on May 18, 2007, and ending no later than May 17, 2010.

2. Authority of School Board/District and District Superintendent. The District, on its own and on behalf of the electors of the District, and Superintendent hereby retain and reserve all power, rights, authority, duties and responsibilities conferred upon and invested in it and in him respectively by the laws and the Constitution of the Commonwealth of Pennsylvania save for any power or rights limited by the express terms of this Agreement.

3. Professional Certification. As a condition precedent to this contract, Superintendent shall continue to hold a valid Superintendent's certificate issued by the Department of Education, Commonwealth of Pennsylvania.

4. Duties and Full-Time Employment.

A. Superintendent shall be charged with the administration of the schools under the direction of the Board of School Directors. Superintendent shall be the Chief Executive Officer of the District and, as such, shall be responsible for:

- recommending the employment of all employees and directing and assigning teachers and other employees of the schools under his supervision;
- organizing, supervising and arranging the administrative and supervisory staff;
- suggesting regulations, rules and procedures deemed necessary for the efficient and proper operation of the District;
- setting yearly objectives for the District consistent with the direction and priorities established by the Board;
- establishing and maintaining 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;
- involving Board no later than the end of February each year in the preparation of the annual budget;
- providing the Board with information pertinent to its legislative roles;
- preparing and submitting to the Board all matters requiring legal action;
- attending all Board Meetings;

- informing the Board as to the operation of the school system and making recommendations for the more efficient operation thereof; and

- performing all duties incident to the Office of the District Superintendent as set forth in the Public School Code and such other duties as may be legally prescribed by the Board of School Directors.

B. 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. Superintendent shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, excepting those relating to his own employment, and shall serve as advisor to the Board and its committees in all matters affecting the District. The Board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to Superintendent for study, disposition, or recommendation as is appropriate.

5. Administration. The Board agrees that Superintendent shall be responsible for the total day-to-day administration of the District subject to officially adopted policies of the Board. The District further agrees that all official contacts between Board Members and the staff of the District shall be through Superintendent exclusively. Nothing in this section shall preclude the right of Board Members to exercise their responsibilities as individuals in the areas of monitoring District operations.

6. Compensation and Benefits.

A. The District retains the right to adjust the Superintendent's annual salary during the term of this Agreement and any extension thereof, provided that such adjustment shall not reduce the annual salary in effect at any given time. Any adjustment in salary made during the life of this Agreement or any extension thereof shall be in the form of an amendment which shall

become a part hereof. In making any such amendment, it shall be not be considered that the District has entered into a new agreement with the Superintendent, nor that the termination date of this Agreement has been extended. However the District may, by specified action, extend the termination date of this Agreement if the same is agreeable to the parties and is permitted by law.

In recognition of the complexity of the executive responsibility and the Board's desire to compensate its Superintendent fairly, the Board agrees to compensate Superintendent each year of his contract. The following represents the annual pay for the years noted:

July 1, 2008:	\$107,500.00
July 1, 2009	Salary increase based on evaluation of performance by the board. (See Exhibit B)
July 1, 2010	Salary increase based on evaluation of performance by the board. (See Exhibit B)

Compensation shall be made in accordance with the District's payroll procedure.

B. The District Superintendent shall also be entitled to all the fringe benefits detailed on Exhibit "A" attached hereto and incorporated herein by reference.

7. Assessment of Performance (Exhibit B – Superintendent Evaluation)

A. The Board shall evaluate, in writing, the performance of Superintendent at least once a year during the term of this contract, no later than August 31 of each year, using the mutually agreed upon Exhibit B – Superintendent Evaluation. In the event the Board consensus determines that the performance of 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 Superintendent. Superintendent shall have the right to make a written response to the evaluation. The Board's evaluation and

Superintendent's response(s) shall be totally private and in no manner become public knowledge or conversation. The parties shall have the right to mutually waive a formal performance assessment at any year of this Agreement provided, however, that Superintendent shall not be subject to discipline or discharge on the basis of neglect of duty in any year when a formal performance assessment is not completed.

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

(1) to strengthen the working relationship between the District and Superintendent and to clarify for Superintendent and the Board of School Directors the responsibilities the Board relies on Superintendent to fulfill:

(2) to discuss and establish goals for the ensuing year; and

(3) to establish the basis for incremental adjustments in the annual salary for Superintendent.

8. Investigations by the Board. In the event that the Board of School Directors directs that any investigation of Superintendent's conduct or performance be undertaken, Superintendent shall be: (i) notified of the occurrence and purpose of such investigation prior to the commencement of the same; (ii) granted access to all documents or reports generated by such an investigation and; (iii) granted the opportunity to respond, verbally or in writing, to any documents, findings or conclusions derived from such an investigation prior to the investigation being concluded. Any investigation undertaken by the Board shall be completed in private without any public disclosure by the Board or Superintendent of the commencement or progress of the same. Nothing herein shall obligate the Board to share attorney-client privileged or work product information with Superintendent following the completion of any investigation of his conduct or performance.

9. The Superintendency. Superintendent shall be the only administrator hired by the District having a direct line of responsibility and authority from the Board of School Directors. All other administrators in the District will report directly to Superintendent as District Superintendent.

10. Discharge or Termination.

A. This Agreement or any subsequent extension or renewal thereof may be terminated prior to the stated term by mutual consent of the parties and upon prior written notice from the party seeking such termination to the other party at least sixty (60) days prior to such termination.

B. This Agreement or any subsequent extension or renewal thereof may be terminated prior to the stated term due to an arbitrator's ruling that 24 P.S. 10-1080 reasons exist for Superintendent's removal or official retirement.

C. In the event that the Board of School Directors/District or Superintendent breaches the covenants contained in this Agreement or there is any dispute between the parties, including dismissal of Superintendent, all such disputes or claims shall first be submitted to mediation and if mediation does not resolve the dispute or claims, the parties shall submit the same to binding arbitration pursuant to the Labor Arbitration Rules of the American Arbitration Association. Superintendent and the Board of School Directors, by agreeing to submit disputes to binding arbitration, waive the right to insist upon a hearing before the Board of School Directors as is provided for in the Public School Code.

D. In the event that the Board of School Directors elects to terminate Superintendent for any reason set forth in the Public School Code, no public resolution or disclosure announcing or commencing discharge proceedings shall be made. The commencement of any discharge

proceedings against the Superintendent shall be effected by filing a demand for arbitration with the American Arbitration Association. Such arbitration proceedings shall be private and not disclosed or opened to the public by the Superintendent or the Board.

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

12. Re-appointment. The Board shall provide Superintendent with periodic opportunities to discuss Superintendent-Board relationships and shall inform him at least annually of any inadequacies perceived by the Board. If, at any time, the Board of School Directors decides that it does not desire to renew the contract of the Superintendent for another term, the District shall notify Superintendent in writing by certified mail, no later than the first day of the final year of this Agreement, of the Board of Directors' intent not to re-appoint him. Should Superintendent not be so notified, he shall be re-appointed at the next regular business Board meeting following the first day of the final year of the Agreement for a term of three (3) years, and the terms and conditions of this Agreement shall be incorporated into a successor Agreement unless mutually agreed otherwise by the District and Superintendent.

13. Freedom of Expression. The Board agrees that Superintendent shall be free to publicly express his personal views concerning any and all matters affecting the District without recrimination by the Board, provided such views are identified as personal. Public expression shall include, but not be limited to: television, radio, newspapers, speeches, and publications.

14. Modification. Notwithstanding any term or provision herein or elsewhere, oral or in writing, this Agreement shall not be modified except in a writing signed by Superintendent and approved by the Board and executed by an authorized officer of said Board.

15. Savings. If, during the term of this contract, it is found that a specific clause of the contract is illegal in Federal or State law, the remainder of the contract not affected by such ruling shall remain in force. This agreement contains the entire agreement between the parties and may not be changed or altered except in writing with signatures of all parties concerned.

16. Obligations. This Agreement shall be binding upon and shall inure to the benefits of the parties, their successor or assigns.

17. Statutory References. All references to the Public School Code contained herein shall refer to and incorporate any amendment or recodification of such Code.

18. Applicable Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

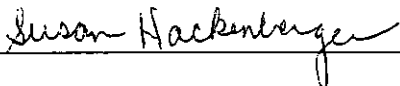
IN WITNESS WHEREOF and intending to be legally bound hereby, the parties have caused this Agreement to be duly executed the day and year first above written.

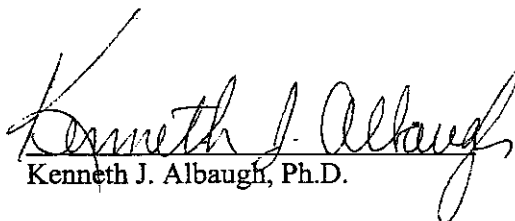
ATTEST:

  
\_\_\_\_\_  
Secretary

By:   
\_\_\_\_\_  
President,  
Juniata County Board of School Directors

WITNESS:

  
\_\_\_\_\_

  
\_\_\_\_\_  
Kenneth J. Albaugh, Ph.D.



**PRINCIPALS, ASSISTANT PRINCIPALS, DIRECTOR OF FEDERAL PROGRAMS  
AND STAFF DEVELOPMENT, FEDERAL PROGRAMS COORDINATOR, DIRECTOR  
OF SPECIAL EDUCATION, DIRECTOR OF STUDENT SUPPORT SERVICES,  
BUSINESS MANAGER, ASSISTANT BUSINESS MANAGER, DIRECTOR OF  
INFORMATION SYSTEMS**

**BENEFITS**

*Juniata County School District  
Superintendent  
Exhibit "A"*

**1. HEALTH INSURANCE (Covered under the Juniata County School District Group Plans)**

- a. Coverage – co-pay amounts identical to Act 93 agreement  
2007-2008  
Single \$30.00/pay  
Employee/Spouse \$55.00/pay  
Family \$75.00/pay
- b. Highmark/Blue Shield – PPO Blue – Preferred Provider Organization (PPO) coverage, in accordance with benefit plan
- c. Prescription coverage (\$5.00 co-pay) – Generic  
(\$15.00 co-pay) – Brand Name
- d. Mail Order Drug Prescription Program (\$10.00 co-pay) – Generic  
(\$30.00 co-pay) – Brand Name

notes:

1. Sick days may be used to offset the co-pay amounts at the rate of returning one (1) sick day for a \$100 credit toward the co-pay amount. Vacation days may be used for the same purpose at the rate of two (2) vacation days equals a \$100 credit toward the copay.

2. The employee may elect a lesser coverage or no coverage at all.

**2. VISION INSURANCE**

- Davis Vision, in association with Highmark Blue Shield
- Employee coverage in accordance with benefit plan – No premium

**3. DENTAL INSURANCE**

- United Concordia

- Individual family coverage, in accordance with benefit plan
- No premium sharing

#### **4. DISABILITY INSURANCE**

- The District shall provide the Superintendent with a disability insurance policy with a benefit equal to 60% of gross annual salary.

#### **2. LIFE INSURANCE**

- Met Life

### ***BENEFITS Page 2***

- The Board agrees to purchase on behalf of the Superintendent a term life insurance policy in the amount of \$50,000. Additional increments are available at the employee's expense by paying the premium costs quarterly, in advance.

#### **5. PHYSICAL (MEDICAL) EXAMINATIONS**

- District pays costs up to \$150 of annual physical examination if costs are not covered by the Health Insurance Plan.

#### **2. CONTINUANCE OF INSURANCES AFTER RETIREMENT**

##### **a. HEALTH INSURANCE**

The retiree may remain a part of the health insurance group after retirement and until the age of 65 or Medicare age, whichever comes first, if the monthly premium costs are paid, in advance, to the Business Office. The Juniata County School District will contribute up to two hundred dollars (\$200.00) or the amount in the Retirement Incentive Policy approved by the Board in the same calendar year, whichever is more, to the monthly premium.

##### **b. LIFE INSURANCE**

If available, the retiree may continue as a member of the life insurance group and at group rates until the age of 65, if monthly premiums are paid, in advance, to the Business Office. The face value of the policy for the retiree will be frozen at the amount of coverage in effect at the time of retirement, or less at the employee's request.

### **3. SICK LEAVE DAYS**

- a. Fifteen (15) days per year, issued July 1 annually.
- b. Sick days are cumulative, with no limit on accrual.
- c. Sick leave days will be prorated, if retirement occurs prior to June 30.
- d. At retirement, unlimited unused sick days shall be paid by the District, provided the retiree had at least fifteen (15) years of service in education, ten (10) years of which must have been in the Juniata County School District. The rate paid for each unused sick day is \$5.00 more than the Teachers' Contract.

## ***BENEFITS* Page 3**

### **4. VACATION DAYS**

- a. Twenty-two (22) days annually -- July 1 to June 30.
- b. Eight paid holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, First Day of Buck Season, Christmas Day
- c. May carry over five (5) unused vacation days from one (1) fiscal year to the succeeding fiscal year.
- d. Maximum number of vacation days allowable in any fiscal year is twenty-seven (27) days (twenty-two [22] annual plus five [5] carry over).
- e. If after five (5) days are transferred, there are still unused vacation days remaining, up to a maximum of five (5) days, each may be converted to one (1) sick day.

### **5. MILEAGE REIMBURSEMENT**

- The Internal Revenue Service (IRS) rate shall be the mileage reimbursement rate for all approved miles.

### **7. CREDIT REIMBURSEMENT**

- Up to 12 credits, preapproved in writing by the Board, shall be reimbursed at the full out-of-pocket tuition cost incurred by the employee upon successful completion of the course(s) (Grade B or better required) and presentation of official transcripts and verification of tuition payment to the Board Secretary.

## **9. MEMBERSHIPS IN EDUCATIONAL ORGANIZATIONS**

- The District will pay the cost for two (2) annual memberships in professional education associations selected by the employee.

## **11. EDUCATIONAL CONFERENCE POLICY**

- Applications, in writing, shall be made for educational conferences to the Board Secretary and they must be approved by the Board.