

**LEECHBURG AREA SCHOOL DISTRICT
SUPERINTENDENT'S CONTRACT**

ARTICLE I - AGREEMENT

1.00 This Agreement is made and entered into this 2nd day of March, 2005, by and between the **LEECHBURG AREA SCHOOL DISTRICT**, through its Board of Directors, a political subdivision, having its principal place of business located at 210 Penn Avenue, Leechburg, Armstrong County, Pennsylvania 15656, hereinafter referred to as the "**DISTRICT**"

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JAMES A. BUDZILEK, of 152 Mesa Drive, Freeport, Butler County, Pennsylvania, hereinafter referred to as "**SUPERINTENDENT**."

ARTICLE II - PREAMBLE

2.00 **WHEREAS**, pursuant to the Pennsylvania Public School Code of 1949, as amended, the Board of School Directors is authorized to hire a properly qualified person as Superintendent for the **DISTRICT**; and

WHEREAS, the Board of School Directors of **DISTRICT**, at a meeting of said Board duly and properly called on the 20th day of October, 2004, did appoint James A. Budzilek to the position of **SUPERINTENDENT** for **DISTRICT** in accordance with the provisions of the Pennsylvania School Code of 1949, as amended (24 P.S. §1-101 et seq.), hereinafter referred to as "Code"; and

WHEREAS, the parties have agreed upon certain terms and conditions of employment and both parties desire to formalize the same by the reduction of said terms and conditions to writing;

NOW THEREFORE, for and in consideration of the promises hereinafter set forth and the performance of the provisions thereof, and with full intent to be legally bound hereby, the parties do hereby agree as follows:

ARTICLE III - TERM OF APPOINTMENT

3.00 The **DISTRICT** hereby appoints James A. Budzilek to the position of **SUPERINTENDENT**. The parties agree that the term of said appointment shall be for a period of three (3) years, **three (3) months, fourteen (14) days**, commencing **March 16, 2005** and shall continue until **JUNE 30, 2008**, unless otherwise previously terminated by either party in accordance with the terms of this Agreement, or by law.

6.01 Evaluation Conferences. One regular and annual formal assessment of the SUPERINTENDENT'S performance and future goals shall be the means by which DISTRICT shall assess the performance of SUPERINTENDENT. The performance assessment shall be conducted at that time established by the DISTRICT following good faith consideration of input from SUPERINTENDENT at a private session limited to members of the Board of School Directors and SUPERINTENDENT. The evaluation instrument or format established by the DISTRICT following good faith consideration of input from the SUPERINTENDENT 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 DISTRICT from using any such evaluation in any legal or administrative proceedings regarding the SUPERINTENDENT, including, but not necessarily limited to, a dismissal hearing properly brought under Section 1080 of the Public School Code of 1949, as amended, or other disciplinary proceedings.

6.02 Purpose of Performance Assessment. The purposes of the performance assessment shall include, but shall not necessarily be limited to, the following:

- A. To strengthen the working relationship between the School Board and the SUPERINTENDENT;
- B. Enhance the SUPERINTENDENT'S and School Board's effectiveness;
- C. Clarify for the SUPERINTENDENT the responsibilities the School Board relies upon him to fulfill;
- D. To discuss and establish the SUPERINTENDENT'S goals for the ensuing year; and
- E. To establish any additional compensation for the ensuing year.

In regard to additional compensation, the evaluation instrument or format shall delineate the criteria and/or evaluation rating which the SUPERINTENDENT must accomplish or obtain for the purpose of receiving any adjustments in the compensation set forth in Article VII below.

In the event that the Board fails to complete a formal evaluation of the SUPERINTENDENT'S performance and to hold a performance assessment meeting as required in Section 6.01 above by June 30th of each year, the SUPERINTENDENT'S performance shall be deemed to be satisfactory and shall entitle the SUPERINTENDENT to a pay raise in accordance with Section 7.00 of this contract.

6.03 Complaints/Criticism. The Board shall promptly inform the SUPERINTENDENT of all criticisms, complaints and suggestions called to the attention of the Board. In addition, the DISTRICT shall encourage individual Board members to also promptly inform the SUPERINTENDENT of any criticisms, complaints and/or suggestions called to the attention of any individual Board member.

maximum of five (5) vacation days per year. In no case however, shall SUPERINTENDENT be entitled to more than 25 vacation days in any school year. (20 days for the current year and 5 carryover days).

7.02 For any portion of a school year for which SUPERINTENDENT is employed for DISTRICT less than the entire school year, the parties agree that SUPERINTENDENT shall be entitled to pro-rated vacation based upon SUPERINTENDENT'S twenty (20) days annually as that period of time for which SUPERINTENDENT is employed during said school year bears to SUPERINTENDENT'S otherwise twelve-month annual contract. Any pro-rated vacation entitlement shall be based upon the period of time actually worked by SUPERINTENDENT at the rate of twenty-twelfths (20/12) days per month. The parties agree that any calculation to be based upon a per diem rate shall be based upon per diem determined by reason of a twelve-month contract, which reflects two hundred sixty (260) days annually.

7.03 Upon any termination of SUPERINTENDENT'S employment with DISTRICT or DISTRICT'S non-renewal of SUPERINTENDENT'S term, SUPERINTENDENT shall be entitled to be compensated for unused vacation days then accumulated up to a maximum of twenty (20) days at 100% of SUPERINTENDENT'S per diem rate.

HOLIDAYS

7.04 SUPERINTENDENT shall be entitled to at least those holidays designated by the Board of School Directors annually for all other twelve-month employees. All parties recognize that SUPERINTENDENT shall be entitled to those holidays off, however, based upon SUPERINTENDENT being a salaried employee and SUPERINTENDENT'S compensation for those holidays being included in SUPERINTENDENT'S salary as set forth in Article VII, SUPERINTENDENT shall not be entitled to any additional compensation.

SICK LEAVE

7.05 SUPERINTENDENT shall be permitted to retain all sick leave days which he has accumulated as a result of previous employment with any public school within the Commonwealth which have not been paid by any previous school district and which DISTRICT has previously permitted SUPERINTENDENT to transfer, and which have been accumulated by reason of SUPERINTENDENT'S employment with DISTRICT and which have not previously been used or paid. . SUPERINTENDENT agrees that SUPERINTENDENT shall not be entitled to reimbursement for any unused transferred sick days under Paragraph 7.07 and SUPERINTENDENT agrees that said transferred sick days shall be the last to be used for the purposes of determining any compensation of unused sick days pursuant to Paragraph 7.07.

7.06 SUPERINTENDENT shall be entitled to twelve (12) days of sick leave each school year, and shall be entitled to accumulate unused sick days from school year to school year. (The parties agree that during any year of this Agreement in which SUPERINTENDENT is employed for any part of a school year, SUPERINTENDENT shall be entitled to said sick days on a pro-rated basis.) The parties agree that SUPERINTENDENT shall be entitled to utilize sick leave where SUPERINTENDENT is ill, suffers from a disease, and/or an injury which precludes

over to the following school year. Total days available for a year will not exceed five (5) days. Any unused days that are not able to be carried over to the following school year will be credited to sick leave, **but shall not be eligible for reimbursement/payment pursuant to Paragraph 7.07.**

TAX SHELTERED ANNUITIES/TAX DEFERRED PROGRAMS

7.10 SUPERINTENDENT shall be entitled to participate in those tax sheltered annuity programs offered by **DISTRICT** in accordance with the requirements of the programs, as well as subject to state and federal law, rules and/or regulations. **DISTRICT** shall withhold that amount designated by **SUPERINTENDENT** in accordance with the applicable payroll procedures.

INSURANCE/OTHER BENEFITS

7.11 DISTRICT shall, at **DISTRICT'S** own cost and expense, provide the following insurance coverages for **SUPERINTENDENT** in accordance with **DISTRICT'S** approved plans:

- (a) Hospitalization: **Highmark Select Blue** or other alternative Hospitalization/Health Care Benefits as the same are provided for within the **DISTRICT'S** teacher's contract. All parties acknowledge and agree that any adjustments in said program, whether the same shall be an improvement in said coverage or a concession in said coverage, shall also be applicable within this Agreement. (All parties acknowledge and agree that **SUPERINTENDENT** shall be entitled to select other healthcare insurance coverage available to **SUPERINTENDENT** through **DISTRICT** programs, provided that the cost to the **DISTRICT** in providing for the same shall not exceed the cost, nor increase the cost, of providing hospitalization/medical healthcare benefits under the terms of the teacher's contract then in existence.)
- (b) Dental: Dental Coverage as the same is provided for within the **DISTRICT'S** teacher's contract. All parties acknowledge and agree that any adjustments in said program, whether the same shall be an improvement in said coverage or a concession in said coverage, shall also be applicable within this Agreement.
- (c) Vision: Vision Coverage as the same is provided for within the **DISTRICT'S** teacher's contract. All parties acknowledge and agree that any adjustments in said program, whether the same shall be an improvement in said coverage or a concession in said coverage, shall also be applicable within this Agreement.
- (d) Term Life Insurance: **DISTRICT** shall pay the premium through **DISTRICT'S** group term life insurance policy for term life insurance for **SUPERINTENDENT** in the face amount equal to One Hundred Thousand Dollars (\$100,000.00). **DISTRICT** further agrees that, should the current and/or future carrier permit the same, **SUPERINTENDENT** shall be entitled to purchase, at his own cost and expense, additional term life insurance through said group program in an additional face amount up to One Hundred Thousand Dollars (\$100,000.00) in accordance with any and all terms and/or conditions that the current and/or future carriers may require.

INSURANCE FOR EARLY RETIREMENT- Not applicable at this time

MILEAGE/EXPENSE REIMBURSEMENT

7.13 SUPERINTENDENT shall be entitled to be reimbursed for reasonable expenses necessarily incurred in the performance of his duties. Mileage reimbursement shall be documented and shall be at the rate then applicable under the regulations of the Internal Revenue Service of the United States. Reimbursement for the reasonable cost of other expenses necessarily incurred shall be made upon the presentation of documented expense reports to the Board of School Directors. SUPERINTENDENT shall not be reimbursed for mileage incurred going to work from his place of residence, or going to his residence from work.

PROFESSIONAL ASSOCIATION MEMBERSHIP

7.14 DISTRICT shall pay up to a maximum of **Seven Hundred Fifty Dollars (\$750)** annually toward SUPERINTENDENT'S annual membership dues/fees in the following professional/community service organizations:

- (a) Educational professional associations of benefit to DISTRICT (i.e., American Association of School Administrators, Pennsylvania Association of School Administrators). The parties agree that DISTRICT and SUPERINTENDENT shall meet annually prior to the dues for said associations becoming due and agree upon what associations will continue to be of greatest benefit to DISTRICT.

- (b) SUPERINTENDENT shall join and actively participate in at least one (1) community service organization within the Leechburg School District community (i.e., Rotary, Lions Club, Chamber of Commerce, etc.). This paragraph shall not preclude SUPERINTENDENT from joining and participating in more than one (1) community service organization.**

MEETINGS, CONVENTIONS, AND SEMINARS

7.15 DISTRICT encourages that SUPERINTENDENT engage and participate in meetings, conventions, and/or seminars which will provide for both DISTRICT and SUPERINTENDENT to be kept up to date with the latest developments regarding education and/or those matters affecting education within DISTRICT. All parties acknowledge that they shall cooperate in good faith to assess those meetings, conventions and/or seminars which are or will be available to SUPERINTENDENT in light of the demands upon SUPERINTENDENT'S time as well as the then-current budget circumstances. Where possible, DISTRICT shall encourage and advocate SUPERINTENDENT'S participation in in-state educational conferences and national educational conferences. Where approved by the DISTRICT, the reasonable cost of those expenses necessarily incurred by SUPERINTENDENT in his participation in said meetings, conventions and/or seminars shall be considered to be directly related to his duties and shall be appropriate for reimbursement.

(c) Should **SUPERINTENDENT** elect to leave **DISTRICT** within four (4) years following **DISTRICT'S** contribution to said educational expenses on **SUPERINTENDENT'S** behalf, **SUPERINTENDENT SHALL** reimburse **DISTRICT** for any and all expenses previously incurred by **DISTRICT** on **SUPERINTENDENT'S** behalf for education (not including those incurred for required continuing education pursuant to Paragraph 7.16 of this Agreement) in accordance with the following:

a. **ONE HUNDRED PERCENT (100%)** of those educational expenses incurred by **DISTRICT** on behalf of **SUPERINTENDENT** within the past (most recent) twelve (12) month period.

b. **SEVENTY-FIVE PERCENT (75%)** of those educational expenses incurred by **DISTRICT** on behalf of **SUPERINTENDENT** in the second most recent twelve (12) month period.

c. **FIFTY PERCENT (50%)** of any such educational expenses incurred by **DISTRICT** on behalf of **SUPERINTENDENT** in the third most recent twelve (12) month period.

d. **TWENTY-FIVE PERCENT (25%)** of any such educational expenses incurred by **DISTRICT** on behalf of **SUPERINTENDENT** in the fourth most recent twelve (12) month period.

(d) **SUPERINTENDENT** shall not be obligated to reimburse **DISTRICT** for any such educational expenses should **DISTRICT** elect not to renew **SUPERINTENDENT'S** contract despite good faith efforts by **SUPERINTENDENT** to do so.

ARTICLE IX - ADMINISTRATION OF SCHOOLS

8.00 **DISTRICT** and **SUPERINTENDENT** acknowledge and agree that the administration of school policy, the operation and management of the schools, and the direction of employees shall be through the **SUPERINTENDENT**. All parties do further acknowledge and agree that the **DISTRICT** personnel shall ultimately be responsible to and shall ultimately report through the District **SUPERINTENDENT**. All parties do further agree that this shall not in any way preclude **DISTRICT** personnel, nor any other individuals affiliated with the **DISTRICT**, from speaking directly to Board Members regarding any concerns that they may have, however, all parties agree that such individuals shall be encouraged to first do so through the **DISTRICT** Administration and most particularly, the **SUPERINTENDENT**. All parties do further agree that where complaints are registered directly with members of the Board, the parties shall, in good faith, cooperate to see that the **SUPERINTENDENT** is properly advised of said concerns and appropriately provided the opportunity to properly investigate and respond to said concerns.

adequate notice of a hearing, the opportunity for a fair and impartial hearing, procedural due process and the right to appeal all as provided in the applicable provisions of the School Code of 1949 and/or the Local Agency Law. Any proceedings for dismissal or discipline shall be completed in private without any public disclosure by the Board or the **SUPERINTENDENT** of the commencement or progress of the same. Nothing within this Agreement shall obligate the Board to share attorney/client privileged, work product, or other confidential information not required by law to be disclosed, with the **SUPERINTENDENT**. In addition, nothing shall preclude the Board's disclosure of any and all such information to any relevant governmental authorities for their review without disclosure to **SUPERINTENDENT**, nor shall the Board be precluded from publicly taking any action which it is required by law to take in public.

10.03 All parties acknowledge and agree that Section 1073 of the Public School Code requires that at least 150 days prior to the expiration of the **SUPERINTENDENT'S** contract that the Board of School Directors at a Regular Meeting consider the question of whether the **DISTRICT** intends to retain the **SUPERINTENDENT** or whether the **DISTRICT** shall consider other candidates for that position. At least 210 days prior to the expiration of the **SUPERINTENDENT'S** contract, **SUPERINTENDENT** shall, at **DISTRICT'S** expense, notify all Board members in writing by certified mail, return receipt requested, of the requirement that this matter be considered at least 150 days prior to the expiration of said contract. Pursuant to Section 1073 of the Public School Code, at least 150 days prior to the expiration of this contract, the Board of School Directors at a Regular Meeting shall consider the question of whether **DISTRICT** intends to retain **SUPERINTENDENT** for a further term, or whether **DISTRICT** shall consider other candidates for the position. It is expressly agreed that in the event the **DISTRICT** fails to take such action at such Regular Meeting occurring at least 150 days prior to the expiration date of this Agreement, **SUPERINTENDENT** shall continue in office for the minimum term permitted by law.

10.04 – BUY-OUT CLAUSE

In the event that **DISTRICT** were to become dissatisfied with the **SUPERINTENDENT'S** performance, or should the **DISTRICT** determine that the best interest of the **DISTRICT** does not warrant the continued maintenance of **SUPERINTENDENT** in that position, **DISTRICT** shall have the right to terminate **SUPERINTENDENT'S** contract in accordance with the following:

- (a) **DISTRICT** shall pay to **SUPERINTENDENT** One Hundred percent (100%) of wage compensation that would otherwise have been due and owing to **SUPERINTENDENT** for the lesser of the following periods:
 - (1) The balance of any term remaining under the terms of this Agreement.
 - (2) Two calendar years.
- (b) During that period of time in which **SUPERINTENDENT** shall be entitled to receive wage compensation under the terms of this buy-out clause, **SUPERINTENDENT** shall also be entitled to the continuation of the following fringe benefits with the **DISTRICT** to continue to pay the premiums for said benefits in accordance with the terms of this Agreement:

(f) Notwithstanding anything within this provision to the contrary, **DISTRICT** shall not have any obligation whatsoever for the payment of **SUPERINTENDENT** under the terms of this Agreement where **SUPERINTENDENT** is terminated for cause.

ARTICLE XI - OBLIGATIONS

11.00 In the event of merger and/or other action by which **DISTRICT** would be acquired by or joined with another School District, **SUPERINTENDENT** shall retain all rights guaranteed by the Public School Code of 1949, **as amended, as the same may then be in existence**. This Agreement shall be binding upon, and shall inure to the benefit of, the parties, their heirs successors or assigns.

ARTICLE XII - UNLAWFUL PROVISION

12.00 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, however, but only to the extent that it violated the law. The remaining articles, sections and/or clauses not affected by the deleted provision shall remain in full force and effect for the duration of the Agreement. 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. The parties agree that they shall, in good faith, arrange to meet and re-negotiate any such deleted provision in accordance with the spirit of the Agreement originally negotiated.

ARTICLE XIII - STATUTORY REFERENCES/DEFINITIONS

13.00 All references to the Public School Code contained herein shall also refer to any amendment or re-codification of such code, **as the same may be in existence at the time necessary for interpretation**.

13.01 School Year. All references in this Agreement to "school year" shall mean the period of time from July 1 to the following June 30.

ARTICLE XIV - DISPUTE RESOLUTION

14.00 Should any dispute in the interpretation and/or implementation of this Agreement occur such that it is necessary to have said dispute resolved in a manner other than agreement between the parties themselves, all parties agree that they shall, in good faith, consider the submission of said dispute to mediation and/or arbitration, binding or non-binding, as may be agreed upon between the parties. Both parties acknowledge and agree, however, that neither party shall be obligated to do so.