

DISTRICT SUPERINTENDENT'S CONTRACT

ARTICLE I - AGREEMENT

1.00 This agreement is made and entered into this 17th day of October, 2005 by and between the BOARD OF SCHOOL DIRECTORS OF THE MONITEAU SCHOOL DISTRICT with offices located at 1810 West Sunbury Road, West Sunbury, Pennsylvania, 16061, hereinafter referred to as the "School District," and TRUDY K. PETERMAN, an individual residing at _____ hereinafter referred to as the "District Superintendent."

ARTICLE II - PREAMBLE

2.00 WHEREAS, the Board of School Directors of the School District at a meeting of said Board duly and properly called on the 17th day of October, 2005, did vote to approve and appoint TRUDY KAY PETERMAN to the office of "District Superintendent" for such "School District", effective November 15, 2005 and in accordance with the provisions of the Public School Code of 1949, as amended; 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 promises, covenants and undertaking, and other good and valuable consideration, the receipt of which is hereby acknowledged, do covenant and agree as follows:

ARTICLE III - DURATION AND ACCEPTANCE OF AGREEMENT

3.00 The "School District" does employ TRUDY KAY PETERMAN in the capacity of "District Superintendent" of the "School District" for a term of five (5) years commencing on November 14, 2005, and ending on November 13, 2010.

ARTICLE IV - NATURE AND TERMS

MANAGEMENT SERVICES

4.00 During the term of this AGREEMENT, the "District Superintendent" agrees to serve as Chief Administrator of the "School District" and as Executive Officer for the Board of School Directors, and to perform the duties of the "District Superintendent" in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the policies of the "School District," and the provisions of this AGREEMENT.

LEGAL QUALIFICATIONS

4.01 The "District Superintendent" covenants that she possesses all of the qualifications that are required by law to serve as a "District Superintendent." The "District 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 the proper oath of office before entering upon his duties.

ASSESSMENT OF PERFORMANCE

4.02 It is agreed by the parties hereto that a regular, annual formal assessment of performance shall be the means by which the "School District" shall assess the performance of their Executive Officer, the "District Superintendent." The performance assessment shall be conducted in a private session limited to members of the Board of School Directors and the "District Superintendent. The purpose of the performance evaluation shall include ,but not be limited to the following:

- (a) To strengthen the working relationship between the "School District" and "District Superintendent," enhance the "District Superintendent's" effectiveness, and clarify for the "District Superintendent" and individual Board Members the responsibilities the Board relies on the "District Superintendent" to fulfill.
- (b) To discuss and establish goals for the ensuing year.
- (c) To establish "Compensation" and benefits for the ensuing year in accordance with the Compensation and Benefits provisions of this AGREEMENT.
- (d) To communicate any deficiencies in performance which may result in removal of the "District Superintendent" for cause as provided in section 1080 of the School Code.

FAITHFUL PERFORMANCE

4.03 The "District Superintendent" agrees to perform faithfully the duties of "District Superintendent" in accordance with the provisions of the School Code and the rules, regulations and policies of the Board of School Directors.

DEVOTION OF TIME

4.04 The "District Superintendent" shall devote her full time, attention, energy, skill and labor to her employment during her term of office under this AGREEMENT. Recognizing that the demands of the office of "District Superintendent" require many extended work days and weeks, the "District Superintendent" is permitted to employ flexible scheduling of the work day and week so long as she is available during regular school hours. The parties understand and acknowledge that the "District Superintendent" will be out of her office on occasions and she will make herself available by cell-phone and/or e-mail. In addition, the parties understand and acknowledge that the "District Superintendent" may be out of town for personal and/or emergency reasons.

ADMINISTRATION OF SCHOOLS

4.05 The administration of school policy, the operation and management of the school, and the direction of employees shall be through the "District Superintendent" or her designee(s). The parties hereto agree that:

- (a) The "District Superintendent" shall furnish recommendations to the Board of School Directors regarding the selection, appointment, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the "School District."
- (b) The administration of policy, the operation and management of the schools, and the direction of employees of the "School District" including their assignment and transfer shall be through the "District Superintendent." Duties and responsibilities therein shall be performed and discharged by her or by her staff under her direction.
- (c) The "District Superintendent" shall have a seat at the Board table and the right to speak on all issues before the Board of School Directors in accordance with applicable law. The "District Superintendent" and/or her designee(s) shall have the right to attend all regular and special meetings of the Board of School Directors and all committee meetings thereof, and shall serve as advisor to said committees on all matters affecting the "School District."
- (d) Criticisms, complaints, and suggestions called to the attention of the "School District" shall be referred to the "District Superintendent" for study, disposition, or recommendation as appropriate.
- (e) The "District Superintendent" is assured that the financial provisions of this AGREEMENT will override any board rules, regulations, or policies, should any of these cause a conflict.

ARTICLE V - SCHOOL DISTRICT

5.00 The "School District" on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the law and Constitution of the Commonwealth of Pennsylvania and the United States of America.

ARTICLE VI - COMPENSATION

COMPENSATION

6.00 The Board of School Directors and the "District Superintendent" agree to the following conditions as they relate to the AGREEMENT or any amendment or extension to this AGREEMENT.

- (a) For all services rendered under this AGREEMENT, the Board of School Directors shall compensate the "District Superintendent" effective November ~~14~~¹⁵, 2005, through November ~~14~~¹³, 2010, at an annual salary of eighty eight thousand dollars (\$88,000). *13 DK*
- (b) "District Superintendent" shall receive an increase of three point one percent (3.1%) of the previous salary on each annual anniversary of this agreement (i.e. November 15, 2006; November 15, 2007, et. ect.), subject to receipt of a satisfactory evaluation in accordance with the ASSESSMENT OF PERFORMANCE specified in Section 4.02 above.

FRINGE BENEFITS

6.01 During the term of this AGREEMENT, the "District Superintendent" shall be entitled to the following benefits:

- (a) Twenty (20) vacation days per year.
- (b) Ten (10) sick days per year with the right to accumulate a maximum sixty (60) unused sick days. Once the maximum number of unused sick days is accumulated, any additional unused sick days will not be accumulated or sold back to the "School District".
- (c) Medical, dental, vision, and disability program coverage in accordance with the administrators' plans under the Act 93 Agreement.

- (d) Term life insurance in the amount of \$100,000 and permit the "District Superintendent" to purchase, subject to the approval by the carrier, a like amount (\$100,000) by paying the premium monthly in advance.
- (e) With prior "School District" approval, the "District Superintendent" may carryover unused vacation days. The "District Superintendent" is expected to annually use his vacation days and this right to request a carry over shall be limited to very unusual circumstances.
- (f) Reimbursement of reasonable expenses incurred in the performance of the "District Superintendent's" duties.
- (g) Upon retirement under PSERS, payment for unused sick days accumulated pursuant to paragraph 6.01(b) above at a rate of \$75 per day.
- (h) Payment of professional membership in the American Association of School Administrators/Pennsylvania Association of School Administrators; and, a third association of her choice with approval of the Board..
- (i) Comprehensive Catastrophic Liability Insurance and Errors and Omissions Liability Insurance.
- (j) Additional benefits that may be provided with written agreement between the parties or by action of the Board of School Directors.

ARTICLE VII - REAPPOINTMENT AND TERMINATION

7.00 The "School District" and the "District Superintendent" hereby agree that the following provisions shall be applicable for the term of this AGREEMENT.

- (a) This AGREEMENT and the "District Superintendent's" employment may be terminated prior to the stated term by the "District Superintendent" submitting a written resignation to the Board of School Directors with at least sixty (60) days prior notice.
- (b) The "District Superintendent" shall, throughout the term of this AGREEMENT, be subject to termination for the reasons specified under Section 1080 of the Public School Code and any other applicable laws.

ARTICLE IX - OBLIGATIONS

9.00 This AGREEMENT shall be binding upon the parties, their successors or assigns.


ARTICLE X - UNLAWFUL PROVISION

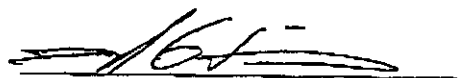
10.00 Should any article, section, or clause of this AGREEMENT be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be shall be automatically deleted from this AGREEMENT to the extent that it violated the law. The remaining articles, sections, and 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.

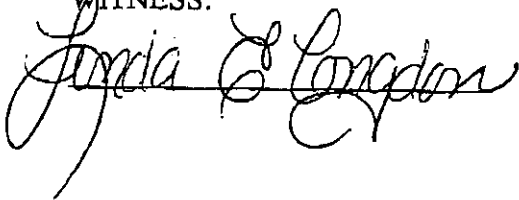
Dated this 17th day of October, 2005.

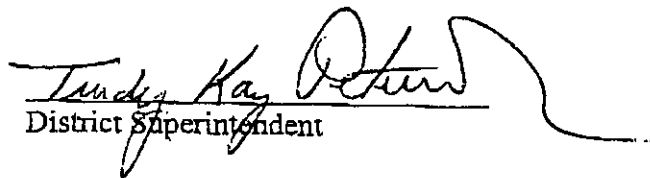
ATTEST:


Secretary of Board of School Directors


President of Board of School Directors

WITNESS:




District Superintendent