

SUPERINTENDENT EMPLOYMENT AGREEMENT

MADE and entered into the 14th day of June, 2007, between the parties herein as follows:

It is agreed by and between the Board of School Directors of the Northern Cambria School District, a political subdivision of the Commonwealth of Pennsylvania, with the principal office at 601 Joseph Street, Cambria County, Northern Cambria, Pennsylvania 15714, hereinafter called the Board, and Dr. Thomas Estep, 125 Hillcrest Drive, Ebensburg, Pennsylvania 15931, hereinafter called the Superintendent, that said Board, in accordance with its action as found in the minutes of the meeting of March 21, 2006, has and does hereby employ Thomas Estep as Superintendent of Schools for a five (5) year period commencing on March 18, 2007.

Both parties agree that said employee shall perform the duties of the Superintendent in and for the public school in said District as prescribed by the laws of the United States of America, the Commonwealth of Pennsylvania, the rules and regulations promulgated pursuant thereto and the rules and regulations made thereafter by the Board of said District.

1. Superintendent salary for the period March 18, 2007 – March 17, 2008 shall be \$114,000 with annual increments of 3.5%-5% based on Board evaluation of mutually agree-upon annual goals;
2. The aforementioned salary to be paid bi-weekly, less the contributions required by law to be paid to the Retirement Fund and less other proper deductions for loss of time, local, state and federal taxes.
3. The Superintendent may, upon the prior written approval; of the Board, undertake speaking engagements, writing, lecturing or other activities in accordance with his professional duties and obligations, including attendance at appropriate professional meetings at the state, local and national level, as outlined in paragraph 7-K hereafter. The expense of such meetings shall be paid directly by the Board or reimbursement to the Superintendent upon presentation by the Superintendent of an itemized account of such expenses.
4. During the term of this Agreement, the Board shall have the right to terminate the Superintendent's employment for good cause, as provided for in the Public School Code of 1949, as amended. The Superintendent shall have the right to written charges, notice of hearings and a fair hearing before the Board of School Directors. Before seeking any such termination for cause, the District shall first attempt to resolve any disputes with the Superintendent by first submitting the same to third party mediation. In the event that third party mediation does not resolve the parties' disputes or claims within thirty (30) days of submission of same to third party mediation, then the District shall follow the procedures for termination for cause specified in the Public School Code of 1949, as amended.

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5. The administration of school policy, the operation and management of the schools and the direction of employees shall be through the Superintendent. The parties agree:
 - A. The Superintendent shall have complete freedom to organize, reorganize and arrange the administrative and supervisory staff in any manner which, in his judgment, best serves the District according to Board Policy.
 - B. The administration of the instructional program and business affairs shall be lodged with the Superintendent and administered by him with assistance of his staff.
 - C. The responsibilities for selection, placement and transfer of personnel shall be vested in the Superintendent, following Board Policy.
 - D. The 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 Superintendent, or designee(s), shall have the right to attend all regular and special meetings of the Board of School Directors and all committees meetings thereof, and serve as an advisor on all matters of the School District.
 - E. Criticisms, complaints and suggestions called to the attention of the Board shall be referred to the Superintendent for study, disposition, or recommendation as appropriate.
 - F. The Superintendent shall devote as much time as necessary each week to perform these duties but in no case less than an average 40 (forty) hours per week. The daily schedule for the Superintendent, including his starting and ending times, shall be set by the Superintendent consistent with what is necessary to perform the duties of the position.
 - G. The Superintendent shall be lodged with the responsibility for the professional staff development program and as such have the authority to approve all one day and one night conferences, workshops, or seminars provided adequate funds have been budgeted for these programs. The Superintendent shall be obligated to report those staff members whom he has authorized to attend such meetings and to also report the financial costs of each event on his monthly written report to the Board.
 - H. The Board shall make no additions to the Superintendent's job description unless mutually agreed upon.
 - I. Hiring of employees by the Board will be based upon the recommendation of the Superintendent.

- J. At the first Regular meeting of the Board of School Directors following the date of one (1) year prior to the expiration date of the term of office of the Superintendent, the agenda shall include an item requiring affirmative action by five (5) or more members of the Board of School Directors to notify the Superintendent that the Board intends to retain him for a further term of from three (3) to five (5) years or that another or other candidates will be considered for the office. In the event the Board fails to take such action at a Regular Board meeting of the Board of Directors as described above prior to the expiration date of the office of the Superintendent, he shall continue in office for a further term of similar length to that which he is serving.
6. The Superintendent shall be entitled to the same fringe benefits as all other professional and administrative employees within the District during the term of the contract along with benefits and responsibilities under the written "Policies of the School Board" with regard to vacations, personal days, leaves of absence, tuition grants, etc.
7. The Superintendent shall be entitled to these additional benefits:
 - A. Vacation leave – Superintendent shall be granted twenty (20) days vacation per year accumulative to forty (40). In the event the Superintendent accumulates more than forty (40) vacation days at any one time, he will lose those vacation days and receive no compensation for them from the District. Receipt of vacation days will be prorated on a monthly basis beginning with the first day of this contract. Vacation days may be taken as needed by the Superintendent.
 - B. Personal Days - Superintendent shall receive three (3) days per year accumulative to six (6) days, unused days over six (6) to be transferred to sick leave days.
 - C. Emergency Day – Superintendent shall receive one (1) day per year (nonaccumulative) as emergency leave for serious exigency in the immediate family of the employee. Emergency shall mean a sudden unexpected happening or unforeseen occurrence beyond the control of the employee, and requiring the employee's response to protect or rectify. The employee shall make an explanation of the emergency in writing.
 - D. Holidays - Paid holiday leave will be the same as teachers during the school year. Memorial Day, Fourth of July, and Labor Day will be paid holidays.
 - E. Sick Day Leave – Superintendent shall be entitled to ten (10) sick days per year (accumulative). Accumulated sick leave shall be reduced immediately by 231 days;

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- F. Life Insurance – Superintendent shall be entitled to a basic policy of term life insurance in the amount of two hundred thousand (\$200,000.00) dollars, with the District paying the prevailing premiums. Superintendent shall have the right to identify his own beneficiaries.
- G. Health Insurance – Superintendent shall be eligible to receive the current district medical, dental and vision health insurance, according to the terms of the professional and administrative contracts, but at his own cost.
- H. Travel Insurance - Superintendent shall be provided with one hundred thousand (\$100,000.00) dollars group accident insurance policy under the PSBA Optional Coverage insurance program (24 hours per day, on or off job).
- I. Mileage - Superintendent shall be granted a travel car allowance for use of his personal car in performance of District business at the mileage rate specified for professional employees in the Collective Bargaining Agreement.
- J. Retirement Severance Pay –
 - (1) Superintendent shall receive \$200 per day for unused accumulated sick and personal leave. The payment for unused sick and personal leave may be placed directly into an Annuity Plan per direction of the employee, and/or paid out in equal installments over a five year period. In the event of the death of Superintendent, the District will pay his estate compensation for unused sick/personal days at this rate.
 - (2) The employer will pay the total cost of single medical coverages for the Superintendent until he is eligible for Medicare. The plans shall be the same as those in the teachers' contract.
 - (3) Superintendent shall be reimbursed for unused vacation days at the per diem rate of the Superintendent at the time of retirement. The per diem payment for unused vacation leave may be placed directly into an Annuity Plan per direction of the employee, and/or paid out in equal installments over a five year period. In the event of the death of Superintendent, the District will pay his estate compensation for unused vacation days at his per diem rate at the time of payment.

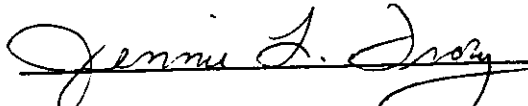
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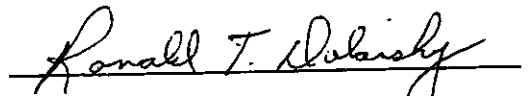
- K. Conferences - Superintendent shall be granted attendance, at District expense, at local and state meetings limited to two (2) per year at the state level. Leave time will be granted to the Superintendent for attendance at national conferences, at his own expense.
- L. Professional Association Dues - The District shall pay the membership dues for four (4) professional educational organizations as selected by the Superintendent.
- M. Tuition Reimbursement - The District agrees to pay the dollar amount per credit amount afforded other administrative employees.
- N. Sabbatical Leave - Sabbatical leaves for professional employees, as provided for in the Public School Code of the Commonwealth of Pennsylvania, apply to the Superintendent.
- O. Legal Liability Insurance - Legal liability through the District's standard liability insurance and through coverage under the District's errors and omissions policy shall be provided for the Superintendent.
- P. Other Fringe Benefits - Superintendent shall receive all other fringe benefits that are granted to other administrative employees of the District, except specifically modified by this Agreement.
- Q. Certification- During the term of Agreement, Superintendent agrees to have on file in the Office of the Pennsylvania Secretary of Education any and all certificates required by law to be filed to provide evidence that the Superintendent is able to legally hold the position of Superintendent of Schools in the Northern Cambria School District.
- R. Physical Examination - Superintendent shall be entitled to a physical examination every two years at the expense of the District.
- S. The Agreement shall continue in full force and effect for the terms expressed herein unless otherwise terminated, modified or extended by an agreement in writing executed by the parties with the same formalities. The invalidity or unenforceability of any provision shall in no way affect the validity or enforceability of any other provision.

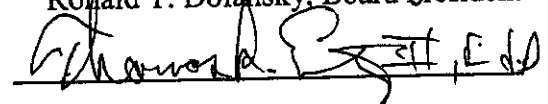
IN TESTIMONY WHEREOF the parties have hereunto set their hands and seals the day and year above written.

NORTHERN CAMBRIA SCHOOL DISTRICT:

ATTEST:


Jennie L. Ivory, Board Secretary


Ronald T. Dolansky, Board President

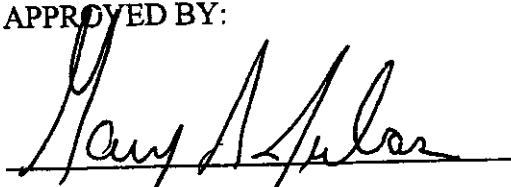

Thomas A. Estep III, Ed.D., Superintendent

WITNESSED BY:



Dated: 7.25.07

APPROVED BY:



Gary A. Jubas, Esquire, Solicitor

214 South Center Street

Ebensburg, PA 15931