

EMPLOYMENT CONTRACT
BETWEEN

SCOTT V. GRAHAM

AND THE
GOVERNING BOARD OF THE
NORTHERN POTTER SCHOOL DISTRICT
OF ULYSSES, PA 16948

This Employment Contract, made and entered into this 1st day of July 2007, by and between the Governing Board of the Northern Potter School District of Ulysses, PA hereinafter referred to as DISTRICT, and **Scott V. Graham**, hereinafter referred to as SUPERINTENDENT.

WHEREAS, DISTRICT desires to provide SUPERINTENDENT with a written employment contract in order to enhance administrative stability and continuity within the schools which DISTRICT believes generally improves the quality of its overall educational program; and,

WHEREAS, DISTRICT and SUPERINTENDENT believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational program of the schools;

NOW, THEREFORE, DISTRICT and SUPERINTENDENT, for the consideration herein specified, agree as follows:

1. TERM

DISTRICT, in consideration of the promises of SUPERINTENDENT herein contained, hereby employs, and SUPERINTENDENT hereby accepts employment as SUPERINTENDENT of SCHOOLS for a term commencing on **July 1, 2007** and ending **June 30, 2012**.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

During the term of this Employment Contract, in consideration of the employment, compensation, and other conditions and benefits set forth herein, SUPERINTENDENT shall furnish throughout the term of this Employment Agreement a valid certificate to act as a Superintendent in this State and shall give his best professional services and faithfully perform the duties and discharge the responsibilities assigned to him as SUPERINTENDENT of SCHOOLS by DISTRICT and State law for twelve (12) months of full and regular service each year. SUPERINTENDENT shall serve as Chief Executive Officer and Chief Administrative Officer of DISTRICT.

SUPERINTENDENT shall be entitled:

- a. to present his recommendation to DISTRICT on any subject under consideration by DISTRICT prior to action being taken on the subject by DISTRICT,
- b. to attend each meeting of the DISTRICT.

The responsibility for selection, placement and transfer of personnel shall be vested in SUPERINTENDENT subject to approval by the Board; and the Board, individually and collectively, shall refer promptly all criticisms, complaints, and suggestions called to its attention to SUPERINTENDENT for study and recommendation.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT

DISTRICT encourages the continuing professional growth of SUPERINTENDENT through his participation, as he might decide in light of his responsibilities as Superintendent as approved by DISTRICT, in:

- a. the operations, programs, and other activities conducted or sponsored by local, state, and national school administrators and school board associations;
- b. seminars and courses offered by public or private educational institutions; and
- c. informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform his professional responsibilities for DISTRICT.

In its encouragement, DISTRICT shall permit a reasonable amount of release time for Superintendent as he deems appropriate, to attend to such matters and pay for the necessary membership, tuition, travel, and subsistence expenses.

4. COMPENSATION

- a. Salary DISTRICT shall pay SUPERINTENDENT during the first year of this contract (2007-2008) at an annual salary rate of \$ 95,000 DOLLARS (to be renegotiated in subsequent years). This annual salary rate shall be paid to SUPERINTENDENT in accordance with the schedule of salary payments in effect for other certificated employees. (26 biweekly pays)
- b. Fringe Benefits SUPERINTENDENT shall be entitled to the following benefits: 12 days sick leave annually (unused days are cumulative), Blue Cross/Blue Shield, Major Medical, Blue Cross/Blue Shield Dental (single or family coverage on insurance), \$35,000 Group Life Insurance and \$35,000 Accidental Death and Dismemberment Insurance, income protection plan, 20 paid vacation days annually to be taken between July 1 and June 30 (unless otherwise authorized by the Board), the following paid holidays: July 4, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day, but not limited to the above. SUPERINTENDENT will also be extended any other benefits given other district employees.

5. EXPENSES

DISTRICT shall pay or reimburse SUPERINTENDENT for reasonable expenses incurred by SUPERINTENDENT in the continuing performance of his duties under this Employment Agreement.

6. PROFESSIONAL LIABILITY PROTECTION AND MEDICAL EXAMINATION

In light of the unique nature of the professional duties of SUPERINTENDENT of SCHOOLS, DISTRICT shall, at no expense to SUPERINTENDENT, provide:

- a. legal counsel and representation to SUPERINTENDENT in any legal action brought against him as SUPERINTENDENT of SCHOOLS and either hold him harmless or insure him against all liability that results from his performance in the course and scope of his employment as SUPERINTENDENT.
- b. a complete medical examination of SUPERINTENDENT not less than once every two years and no oftener than once each year. Any report of the medical examination shall be given directly and exclusively by the examining medical person to SUPERINTENDENT.

7. EVALUATION

At least once each fiscal year (not later than February 28/29) DISTRICT and SUPERINTENDENT shall meet in closed executive meeting for the purposes of mutual evaluation of the performance of SUPERINTENDENT, expressing recommendations and observations on how such performance may be continually improved, and resolution of misunderstandings or disagreements. The time and date of the meeting shall be agreed to by DISTRICT and SUPERINTENDENT sufficiently in advance of the meeting to permit adequate preparation for a constructive exchange of views.

8. OTHER ACTIVITIES

SUPERINTENDENT may, with prior written consent of DISTRICT, undertake consultative work, speaking engagements, writing and lecturing for honoraria and expenses in accordance with such written consent.

9. RENEWAL OF EMPLOYMENT CONTRACT

The executive committee of the Board shall informally meet with and notify SUPERINTENDENT of the Board's intent to renew his Employment Contract on or before February 1, 2012. The SUPERINTENDENT shall give notice of resignation 90 days prior to effective date of resignation.

 Superintendent Date

 Board President Date

 Board Secretary Date