

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

THIS AGREEMENT, made and entered into this 6th day of **April, 2015**, by and between the **BOARD OF SCHOOL DIRECTORS OF THE UNIONTOWN AREA SCHOOL DISTRICT** (hereinafter referred to as "School District"),

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**DR. CHARLES D. MACHESKY** (hereinafter referred to as "Superintendent").

**PREAMBLE**

**WHEREAS**, the Board of School Directors of Uniontown Area School District at a meeting of said Board duly and properly called on the 22nd day of January, 2013, did appoint Dr. Charles D. Machesky to the Office of District Superintendent in accordance with the provisions of Sections 508, 1071 and 1073 of the Pennsylvania Public School Code of 1949, as amended (24 P.S. §1-101 et. seq.); and

**WHEREAS**, the School District did elect and appoint Dr. Charles D. Machesky to the position of Superintendent of Schools of the Uniontown Area School District for a Term commencing January 22, 2013, and terminating January 21, 2016;

**WHEREAS**, the Board of School Directors of Uniontown Area School District at a meeting of said Board duly and properly called on the 6th day of April, 2015, did elect Dr. Charles D. Machesky to an additional commission for five (5) years beginning April 7, 2015 and terminating April 6, 2020;

**WHEREAS**, the parties have agreed upon certain terms and conditions of employment and desire to reduce said terms and conditions in writing.

**NOW THEREFORE**, the parties intending to be legally bound and in consideration of the mutual covenants contained herein do hereby agree as follows:

## **ARTICLE I. TERM**

**1.0 Term.** The School District does hereby elect Dr. Charles D. Machesky as Superintendent for a Term commencing April 7, 2015, and terminating April 6, 2020 (hereinafter "the Term").

**1.1 Renewal or Extension.** Any renewal or extension of the Superintendent's term beyond the Term of this Agreement shall be made pursuant to the provisions contained in the Public School Code of 1949, as amended.

**1.2 Mutual Termination.** In the event the Superintendent's contract is terminated by mutual consent prior to its effective termination date, the School District shall have no further responsibility or liability of any nature whatsoever to the Superintendent, excluding the health care benefits specified in this document.

**1.3 Contract Year.** All references in this Agreement to "Contract Year" shall mean the period of time indicated in the aforementioned paragraph.

## **ARTICLE II. DUTIES**

**2.0 Legal Qualifications.** The Superintendent covenants that he possesses all of the qualifications that are required by law to serve as a District Superintendent. The Superintendent agrees to maintain throughout the term of this Agreement a valid and current commission or other legal credentials as may be required by law and to present the same to the Board of School Directors. The district shall pay costs associated with the legal credentials required to maintain appropriate certification. He

further agrees to subscribe to and take proper oath of office before entering upon his duties.

**2.1 Chief School Administrator.** During the term of this Agreement, the Superintendent shall serve as the Chief Administrator of the School District, and to perform the duties of a District Superintendent in a competent and professional manner.

**2.2 Duties.** The Superintendent shall, subject to the supervision and authority of the School Board and its successors, perform those duties as set forth in the Public School Code of 1949, as amended, the District's Board Policy as the same may be amended from time to time, and such other duties and responsibilities as may be assigned to the Superintendent from time to time by the Board of School Directors, all in accordance with the laws of the Commonwealth of Pennsylvania,

### **ARTICLE III. PERFORMANCE EVALUATION**

**3.0 Performance-Based Evaluation.** The Board shall evaluate the Superintendent annually, in accordance with Section 1073.1 of the School Code, 24 P.S. § 10-1073.1, Pennsylvania law and in accordance with all applicable statutes, regulations, and Board policy relating to the Superintendent evaluation. The evaluation of the Superintendent shall be based upon the Performance Based Standards indicated in Paragraph 3.1 below and contained in a mutually agreed upon Superintendent Performance Evaluation Form. Each annual evaluation shall be in writing and will take place no later than November 1 or five (5) weeks after the School District receives the official Student Performance Profiles (SPP) from the Pennsylvania Department of Education, following the end of each school year, beginning November 1, 2015 or five (5) weeks after the District receives the official 2014-2015 Student Performance Profiles

(SPP) from the Pennsylvania Department of Education, covering the 2014-2015 school year and each year thereafter, using the mutually agreed upon Superintendent Performance Evaluation Form. The Superintendent evaluates other administrators as per the District's organizational chart and shares these ratings with the Board in executive session.

**3.1 Performance Based Standards.** The performance of the Superintendent shall be assessed by the Board against the objective performance standards listed below. The Board and Superintendent hereby mutually agree to the following performance standards:

Student Growth and Achievement: Superintendent shall use multiple data sources to assess student success and growth as appropriate, specific to needs within the School District and as determined annually in collaboration with the Board. Annual or other School District performance objectives are articulated and clearly achieved under the direction of the Superintendent relative to achievement and growth on PDE-required assessments including, but not limited to, PSSA, Keystone Exams, PVAAS, attrition rates or graduation rates, and other locally-determined measures.

Organizational Leadership: Superintendent shall work collaboratively with the Board to develop a vision for the School District, display an ability to identify and rectify problems affecting the School District, work collaboratively with School District administration to ensure that best practices for instruction, supervision, curriculum development, and management are being utilized, and work to influence the climate and culture of the School District.

School District Operations and Financial Management: Superintendent

shall manage effectively, ensuring completion of activities associated with the annual budget, oversee distribution of resources in support of School District priorities, and direct overall operational activities within the School District.

Communication and Community Relations: Superintendent shall communicate with and effectively engage the staff, the Board, and members of the community, clearly articulate School District goals and priorities, address local and broader issues affecting the School District, and build support for School District initiatives, programs, and short/long-range plans.

Human Resource Management: Superintendent shall incorporate best practices for human resource management and oversight and coordinate staffing, recruitment, and other human resource functions.

Professionalism: Superintendent shall model professional decision-making processes and ethical standards consistent with the values of Pennsylvania's public education system as well as that of the community. Superintendent shall additionally work to individually reflect upon his effectiveness within the role, and work to improve effectiveness through the use of professional development literature and activities.

**3.2 Performance Standard Review.** The key performance indicators under each objective performance standard will undergo an annual review by the Superintendent and the Board. Modifications may be made in writing by the Board, as agreed upon by the Superintendent, to address the current nature of challenges, issues, and needs facing the School District

**3.3 Purpose of Performance Assessment.** The purposes of the performance assessment shall be as follows:

- 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 future compensation that may be agreed upon for any future years.

**3.4 Annual Performance Review.** The Board shall annually review the performance of the Superintendent using the agreed upon Superintendent Performance Evaluation Form.

**3.5 Confidentiality.** The parties agree that the Superintendent's annual performance review shall be considered privileged and confidential and not disclosed to the public except as required by law and provided herein, and both parties further agree that they shall respect the confidentiality of the evaluation discussions. Nothing herein, however, shall prevent the District from using such evaluations in a dismissal hearing properly brought under Section 1080 of the School Code, 24 P.S. Section 10-1080.

**3.6 Disclosure of Performance Standards and Assessment.** As required by Section 1073.1 of the School Code, 24 P.S. § 10-1073.1, the Board shall post the mutually agreed upon performance standards contained in this contract on the School District's publicly accessible website. Upon the completion of the annual performance assessment, the Board shall post the date of the assessment and whether or not the Superintendent

has met the agreed upon performance standards on the School District's publicly accessible website.

**3.7 Termination for Cause.** The School District shall have the right to terminate this Agreement and dismiss the Superintendent for any of the causes set forth in Section 1080 of the Public School Code of 1949, as amended (24 P.S. §10-1080).

#### **ARTICLE IV. COMPENSATION**

**4.0 Salary.** The Superintendent agrees that the performance of his duties as set forth herein or as otherwise required by law shall be at no cost to the District.

#### **ARTICLE V. FRINGE BENEFITS**

**5.1 Life Insurance.** The Superintendent shall be entitled to a \$150,000 term life insurance policy. The term life policy shall be maintained by the District on the life of the Superintendent from the date of his retirement as defined in Paragraph 5.3 below until death or until his employment with the district is terminated.

**5.2** With regard to meetings, conventions and seminars, at a minimum, the Superintendent shall be authorized to attend at least one (1) in-state educational conference and one (1) national education conference of his choice per school year. The District considers the expenses involved in such activities to be directly related to the Superintendent's duties and appropriate for reimbursement. Expense reimbursement for such activities shall be provided in accordance with procedures described in School District policy.

**5.3 Retirement.** The Group Healthcare benefits being provided to the Superintendent at the time of his retirement of March 30, 2012 will be maintained for

both the Superintendent and his spouse, until he terminates his employment with the district. In the event the Superintendent terminates his employment prior to the eligible age for Medicare, the same coverage will be in effect that was provided upon his retirement of March 30, 2012.

**5.4 Teaching.** The Superintendent shall be permitted to teach courses at local colleges and/or universities so long as the teaching duties do not interfere with his duties as Superintendent. The Superintendent may also seek professional consultant opportunities so long as it does not interfere with his duties as Superintendent.

## **ARTICLE VI. MISCELLANEOUS**

**6.0 Severability Clause.** Should any term, condition, clause or provision of this Agreement be declared illegal by a court of competent jurisdiction, or otherwise be determined or declared to be void or invalid as a matter of law, then only that term, condition, clause or provision shall be stricken from this Agreement and in all other respects this Agreement shall be valid and continue in full force, effect and operation. The remaining terms, conditions, clauses and provisions shall remain in full force and effect for the duration of the agreement if not affected by the deleted term, condition, clause or provision.

**6.1 Statutory Reference.** All references to the Public School Code of 1949, as amended, contained herein shall also refer to any amendment or recodification of such Law.

**6.2 Choice of Law.** This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.



**6.3 Inurement.** This Agreement shall be binding upon the parties hereto, their successors, assigns, administrators, executors and heirs. The Superintendent is prohibited from assigning any and all of his rights, duties and obligations under this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

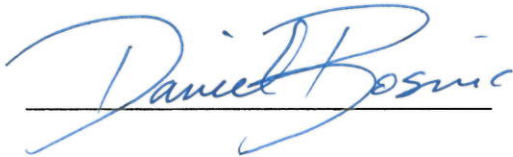
UNIONTOWN AREA SCHOOL

DISTRICT

  
\_\_\_\_\_  
Judith J. Means, Board Secretary

By   
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Kenneth G. Meadows, Board President

WITNESS:

  
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Dr. Charles D. Machesky