

# CONTRACT FOR EMPLOYMENT OF DISTRICT SUPERINTENDENT

**THIS AGREEMENT** is made and entered this 16 day of July, 2007, by and between the Board of School Directors of the **Lehigh Area School District** with offices located in Pennsylvania (hereinafter referred to as "District") and **James A. Kraky**, an individual (hereinafter referred to as "Superintendent").

**WHEREAS**, the Board of School Directors of the District, at a regularly scheduled meeting duly and properly called on the 21<sup>st</sup> day of May, 2007, did appoint James A. Kraky to the office of District Superintendent for the District in accordance with the provisions of Sections 508, 1071 and 1073 of the Public School Code of 1949; 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 hereby, and in consideration of the mutual covenants contained herein, agree as follows:

## **1. Term.**

The Board, in consideration of the promises herein contained, has employed James A. Kraky and James A. Kraky hereby accepts said employment as Superintendent of Schools of the Lehigh Area School District for a term commencing on July 1, 2007 and ending no later than June 30, 2012. This contract shall be effective immediately upon start of work as mutually agreed between the parties, but no later than August 1, 2007. Insurance coverages shall be effective upon acceptance by insurance companies.

## **2. Authority of School Board/District and District Superintendent.**

The District, on its own behalf and on behalf of the electors of the District, and Superintendent hereby retain and reserve all power, rights, authority, duties and responsibilities conferred upon and invested in it and in him respectively by the laws and the Constitution of the Commonwealth of Pennsylvania save for any power or rights limited by the express terms of this Agreement.

## **3. Professional Certification.**

As a condition precedent to this contract, Superintendent shall hold and continue to hold a valid Superintendent's certificate issued by the Department of Education, Commonwealth of Pennsylvania.

## **4. Duties and Full-Time Employment.**

A. Superintendent shall be charged with the administration of the schools under the direction of the Board of School Directors. Superintendent shall be the Chief Executive Officer of the District and, as such, shall be responsible for:

- Serves as the Chief Executive Officer of the Board of Education under the direction and authority of the Board of School Directors.

- Planning and initiating programs and policies concerning the organizational, operational and educational function of the district as directed by and in cooperation with the Board of School Directors with ultimate responsibility for the execution of these programs and policies.
- Assisting the Board of School Directors in developing short-range and long-range goals and methods for the Board to evaluate the operational effectiveness of the district.
- Keeping the Board of School Directors informed by written and oral reports as to the operation and needs of the school district.
- Taking discretionary action in any matters not covered by board policy and reporting such actions to the Board of School Directors with recommendations for policy and procedure as necessary in order to provide guidance in the future.
- Directing the daily operation of the district schools by organizing, supervising and coordinating the school district staff.
- Arranging for the systematic evaluation of staff by responsible administrators and providing on at least an annual basis a summary report of said evaluations to the Board of School Directors.
- Recommending the employment of, assigning and supervising the work of all employees. Recommending promotion, salary changes, demotion or discharge of any employees rendering unsatisfactory service.
- Establishing internal administrative operational procedures, rules and regulations relating to personnel, collective bargaining, financial disbursements and accounting requirements, equipment/facilities operation and use, food service and staffing requirements.
- Developing effective staff development programs that are linked to the strategic plan and Board of School Directors goals for the district.
- Communicating directly, or through delegation, all personnel actions by the Board of School Directors to all employees and receive from employees communication to be made to the Board of School Directors.
- Ensuring that district students have equal access to appropriate educational programs, including pupil personnel, extracurricular activities and other supplemental programs deemed necessary.
- Overseeing a timely review of all curricular areas required by law as well as other subjects the Board of Education may require and make recommendations to the Board of School Directors for the improvement of curriculum.

- Recommending to the Board of School Directors any major changes in texts and time schedules to be used in the schools.
- Providing for appropriate methods of teaching, supervision and administration in the schools as he deems necessary and reporting to the Board of Education any insufficiencies that are found.
- Directing the development of and making recommendations for the yearly operating budget on a timely basis that reflects the needs of the district and the use of district assets and resources.
- Establishing and maintaining efficient procedures and effective controls for all expenditures of school funds in accordance with the adopted budget.
- Making recommendations regarding the needs for instructional and non-instructional materials and equipment and recommending plans for improvements, alterations or other changes in the buildings or surrounding grounds.
- Serving as the official spokesperson for the district in providing information to the Board of Education, district employees, the community and other outside groups/agencies on matters affecting the operation of the school district.
- Maintaining directly or through delegation adequate records for the schools, including a system of financial accounts, business and property records, personnel, school population and scholastic records which are required by law and board policy.
- Interpreting and/or supervising the implementation of all Federal and State laws relevant to education.
- Performing other duties as deemed necessary and appropriate under the direction of the Board of School Directors.

B. Superintendent shall have a seat on the Board of School Directors and the right to speak on all issues before the Board but shall not have the right to vote. Superintendent shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, excepting those relating to his own employment, and shall serve as advisor to the Board and its committees in all matters affecting the District. The Board and its members, individually, shall promptly refer all criticisms, complaints and suggestions called to its attention to Superintendent for study, disposition, or recommendation as is appropriate.

C. Superintendent shall be responsible for the total day-to-day administration of the District subject to officially adopted policies of the Board. Nothing in this section shall preclude the right of Board Members to exercise their responsibilities as individuals in the areas of monitoring District operations, conducting oversight activities, or visiting schools, as set forth in Board policy or directed by the Board. Further nothing in this paragraph shall prevent the Board to appoint a board member(s) to carry out official duties as delegated. All official contacts between School Board members and staff of school district shall go through the Superintendent exclusively.

D. Superintendent agrees to devote his full time, attention, energies, skills and labor to his employment as District Superintendent during the term of this Agreement, providing however, that the Superintendent may take consultive work, speaking engagements, writing, lecturing, adjunct teaching or other professional services provided that he receives prior approval by the School Board which shall not be unreasonably withheld. Such time in these efforts shall be through mutual agreement between Board and Superintendent.

E. The duties of the Superintendent require his participation in professional associations and presence at numerous meetings, conventions, and conferences in order to maintain awareness of current issues, programs and information. The Superintendent's attendance at seminars, workshops, in-service programs, school activities, and graduate education programs is necessary to maintain the knowledge and skills required of his position. The District considers the expenses involved in such activities, including dues in at least three professional associations and, upon Board approval, attendance at one (1) national conferences as the Board may pre-approve to be directly related to the Superintendent's duties and appropriate for reimbursement (not to exceed \$2,500.00 per year). Expense reimbursement for such activities are hereby approved shall be provided in accordance with procedures of District policy.

## **5. Compensation and Benefits.**

A. The District retains the right to adjust the Superintendent's annual salary during the term of this Agreement and any extension thereof, provided that such adjustment shall not reduce the annual salary in effect at any given time. Any adjustment in salary made during the life of this Agreement or any extension thereof shall be in the form of an amendment which shall become a part thereof. In making any such amendment, it shall not be considered that the District has entered into a new agreement with the Superintendent, nor that the termination date of this Agreement has been extended. However the District may, by specified action, extend the termination date of this Agreement if the same is agreeable to the parties and is permitted by law.

In recognition of the complexity of the position of Superintendent and the Board's desire to compensate its Superintendent fairly. The Board agrees to compensate the Superintendent for the period from the time of his beginning work to July 1, 2007 in the amount of \$120,600.00 per annum, pro-rated from his actual starting date.

For the period beginning July 1, 2008 Superintendent shall receive as a minimum per annum salary of \$124,540.00. An additional increase may be provided based on the evaluation of the Superintendent as provided for in Section 6 of this contract.

For the period beginning July 1, 2009 Superintendent shall receive as a minimum per annum salary \$128,686.00. An additional increase may be provided based on the evaluation of the Superintendent as provided for in Section 6 of this contract.

For the period beginning July 1, 2010 Superintendent shall receive as a minimum per annum salary \$133,306.00, and a like increase on July 1 of each subsequent year of this Agreement.

For the period beginning July 1, 2011 Superintendent shall receive as a minimum per annum salary \$137,685, and a like increase on July 1 of each subsequent year of this Agreement.

**B. The District Superintendent shall be entitled to the following fringe benefits:**

1. **Vacation - Twenty-Five (25) vacation days shall be credited to the superintendent on the first day of his term and annually thereafter. Any days not used in a given year shall be carried forward to the maximum of Twenty-Five (25) days, provided that the total number of vacation days available shall not exceed thirty (30). Upon severance, Superintendent shall be paid for any accumulated unused vacation days at the per diem rate for that year.**

2. **Personal days - Three personal days shall be credited to the superintendent on the first day of his term and annually thereafter. Any days not used in a given year shall be carried forward provided that the total number of personal days available shall not exceed five (5). Personal days accrued and not used shall be lost. Upon retirement from employment, Superintendent shall be compensated accrued personal days.**

3. **Sick Days - Sick days shall be credited to the superintendent's account on the first day of his term. From the first day of his term Superintendent shall be credited with the same number of days and in the same manner as employees covered by the Act 93 employee policy or twelve (12) days per year, whichever is greater. Upon retirement from employment, Superintendent shall be compensated for accrued sick days.**

Upon starting Superintendent position, he shall be able to transfer up to seventy-five (75) accrued days from the Berwick School District. Upon retiring from the Lehigh Area School District, he shall be compensated \$225.00 a day for the Berwick School District days. These days shall be the last to be used in event of sickness.

In the event that a disability program is provided to Act 93 employees, Superintendent shall be provided same. There shall be no duplicate payment of sick days and disability payments in such event.

4. **Life Insurance - The district shall provide the Superintendent with a term life insurance policy for the sum of three (3) times his annual salary.**

5. **Health Insurances - The district shall provide superintendent and his spouse and dependent children with the same health insurance coverage including major medical**

insurance coverage, as provided under the professional employee's group policy with co-payments, and shall further provide family eye and dental care under the district's plan for professional employees with co-payments. Superintendent shall pay 1.3% of his annual salary towards health insurance.

6. Mileage Reimbursement - The district shall provide the Superintendent mileage reimbursement for School business per the IRS Rate for travel out of the IU 21. In IU 21 he shall receive a flat \$200.00 per month travel allowance.

7. Graduate Course Reimbursement - The district shall pay the full cost of tuition for all graduate courses taken by superintendent at an accredited institution. Such payment shall be made upon passing the course. All course work must be directly related to his duties as Superintendent. No reimbursement shall be paid for any non-certified, online or correspondence degree program that is not certified by the Pennsylvania Department of Education. Nothing herein however shall prevent Superintendent to take an online course(s) in conjunction with a course of study pursued through an accredited institution so long as it does not take up more than twenty percent of said course of study.

8. Retirement - Included in compensation set forth in Paragraph 5A, the district shall deduct from said salary and pay into a 457 retirement plan for the benefit of the Superintendent in the following amounts:

2007-2008	\$2,600
2008-2009	\$3,000
2009-2010	\$3,500
2010-2011	\$4,000
2011-2012	\$4,500

9. Other - The district shall provide the Superintendent with any benefits not otherwise addressed here that it makes available to other employees through its Act 93 policy. In no event shall Superintendent receive less than the benefits provided to the Act 93 employees.

#### **6. Assessment of Performance.**

A. The Board shall evaluate, in writing, the performance of Superintendent at least once a year during the term of this contract, no later than August 31 of each year, using a generally accepted method for said evaluation, provided that any assessment system selected shall require the Board of School Directors to speak in one voice by voting as an entire Board on the evaluation. In the event the Board consensus determines that the performance of Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to Superintendent. Superintendent shall have the right to make a written response to the evaluation. The Board's evaluations and Superintendent's response(s) shall be totally private and in no manner become public knowledge or conversation. The parties shall have the right to mutually waive a formal performance assessment in any year of the Agreement provided; however, that Superintendent shall not be subject to discipline or discharge on the basis of neglect of duty in any year when a formal performance assessment is not completed.

- B. The performance assessment shall be used for the following purposes:
1. To strengthen the working relationship between the District and Superintendent and to clarify for Superintendent and individual members of the Board of School Directors the responsibilities the Board relies on Superintendent to fulfill;
  2. To discuss and establish goals for the ensuing year; and
  3. To establish the basis for possible incremental adjustments in the annual salary rate for Superintendent.

### **7. Investigations by the Board.**

In the event that the Board of School Directors directs that any investigation of Superintendent's conduct or performance be undertaken, Superintendent shall be: (I) notified of the occurrence and purpose of such investigation prior to the commencement of the same and; (II) granted the opportunity to respond, verbally or in writing, to any documents, findings or conclusions derived from such an investigation prior to the investigation being concluded. Any investigations undertaken by the Board shall be completed in private without any public disclosure by the Board or Superintendent of the commencement or progress of the same. Nothing herein shall obligate the Board to share attorney-client privileged or work product information with Superintendent following the completion of any investigation of his conduct or performance.

### **8. Discharge or Termination.**

Throughout the term of this contract, the Superintendent shall be subject to discharge for valid and just cause for the reasons specified in section 1080 of the Public School Code of the Commonwealth of Pennsylvania. The Board shall not arbitrarily or capriciously call for his dismissal and the Superintendent shall in any event have the right to written charges, notice of hearing, and fair and impartial hearing, all elements of due process, and the right to appeal to a court of competent jurisdiction. At any such hearing before the Board, the Superintendent shall have the right to be present and to be heard, to be represented by counsel, and to present witnesses and testimony relevant to the issue. A transcript of the record of proceedings before the Board shall be made available without charge to the Superintendent in the event an appeal is taken by the Superintendent from any action taken by the Board. Superintendent shall have the right to be represented by counsel at his sole cost and expenses. Provided, however, should the Superintendent prevail in any hearing or appeal, the Board shall reimburse him for all legal fees incurred in any action. The Superintendent may resign at any time provided he gives the Board at least 90 days notice prior to the effective date of the resignation.

## **9. Professional Liability.**

The Board agrees that it will defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident arose while Superintendent was acting within the scope of his employment and as such liability coverage is within the authority of the Board to provide under state law.

## **10. Reappointment.**

The Board shall provide Superintendent with periodic opportunities to discuss Superintendent-Board relationships and shall inform him at least annually of any inadequacies perceived by the Board. If, at any time, the Board of School Directors decides that it does not desire to renew the contract of the Superintendent for another term; the District shall notify Superintendent in writing by certified mail, no later than July 1, 2011, of the Board of School Directors' intent not to reappoint him. Should Superintendent not be so notified, he shall be considered reappointed at the next regular business Board meeting following for an additional one year term, and the terms and conditions of this Agreement shall be incorporated into a successor Agreement unless mutually agreed otherwise by the District and Superintendent.

## **12. Modification.**

Notwithstanding any term or provision herein or elsewhere, oral or in writing, this Agreement shall not be modified except in a writing signed by Superintendent and approved of by the Board and executed by an authorized officer of said Board.

## **13. Savings.**

If during the term of this contract it is found that a specific clause of the contract is illegal in Federal or State Law, the remainder of the contract not effected by such ruling shall remain in force. This agreement contains the entire agreement between the parties and may not be changed or altered except in writing with the signatures of all parties concerned.

## **14. Obligations.**

This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors or assign.

## **15. Statutory Reference.**

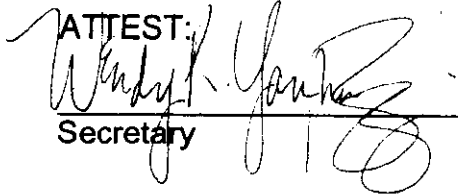
All references to the Public School Code contained herein shall also refer to and incorporate any amendment or recodification of such Code.

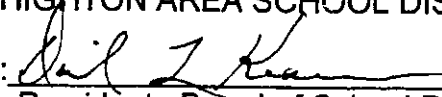
## **16. Applicable Law.**

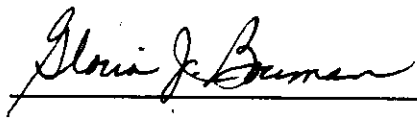
This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

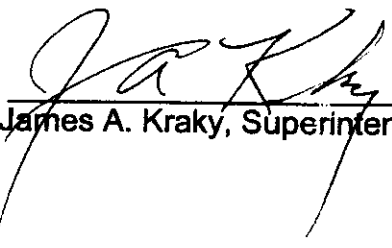


IN WITNESS WHEREOF and intending to be legally bound hereby, the parties have caused this Agreement to be duly executed the day and year first above written.

ATTEST:  
  
Secretary

LEHIGHTON AREA SCHOOL DISTRICT  
By:   
President, Board of School Directors

WITNESS:  
  
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James A. Kraky, Superintendent

5-11-07.PJS.active/LASD/6000-224.1.3rd Revised Employment Contract 5-18-08  
REVISED 7-10-07 REVISED 8-3-07