

AGREEMENT

THIS AGREEMENT, made this 20th day of March, 2013, by and between the AMBRIDGE AREA SCHOOL DISTRICT (hereinafter "School District") and DR. CYNTHIA R. ZURCHIN (hereinafter "Superintendent").

WHEREAS, the Board of School Directors of the Ambridge Area School District appointed Dr. Cynthia R. Zurchin as Superintendent for a four (4) year term beginning July 1, 2013 through June 30, 2017 pursuant to Section 1073 of the School Code; and

WHEREAS, the Board action was approved at a meeting of the Board of School Directors on March 20, 2013; and

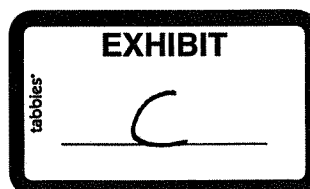
WHEREAS, the School District and Superintendent desire to memorialize the appointment and terms and conditions by a confirming written agreement.

NOW, THEREFORE, with the intent to be legally bound hereby, the parties hereto agree as follows:

1. The Board, by action of March 20, 2013 hereby appoints Dr. Cynthia R. Zurchin to the position of School District Superintendent for a four (4) year period commencing July 1, 2013 through June 30, 2017.

2. The Superintendent hereby agrees to serve in that capacity for said period and further agrees to perform all duties imposed by the Public School Code of 1949, as amended, 24 P.S. 1-101 et seq. and the laws of the Commonwealth of Pennsylvania, including the following:

- A. Professional and Support Staff. Recommending the employment, promotion, organization, reorganization, reduction, demotion or termination of all employees.



- B. Supervisory Staff. Recommending the employment, promotion, organization, reorganization, reduction, demotion or termination of the administrative and supervisory staff (including Central Administration and School Building Administration).
- C. Recommending regulations, rules and procedures deemed necessary for the efficient and proper operation of the School District;
- D. Setting yearly objectives for the School District consistent with the direction and priorities established by the Board;
- E. Establishing and maintaining effective procedures and controls for expenditures of all school funds in accordance with the annual school budget, subject to the direction and approval of the Board;
- F. Providing the Board with information pertinent to their legislative roles;
- G. Preparing and submitting to the Board all matters requiring legal action;
- H. Informing the Board as to the operation of the school system and making recommendations for more efficient operation thereof; and
- I. Performing all duties incident to the office of the School District Superintendent as set forth in the Public School Code and such other duties as may be legally prescribed by the Board of School Directors.

The Superintendent further asserts that she possess a current Letter of Eligibility to serve as Superintendent issued by the Commonwealth of Pennsylvania and shall perform all necessary actions to keep said Letter or any other required certification in full force and effect during the term of this Agreement. If at any time after this appointment the Superintendent shall no longer be eligible to serve as Superintendent, her appointment and this Agreement shall terminate effective the date of her ineligibility.

3. The Superintendent shall provide no less than sixty (60) days written notice to the School District in the event she resigns her duties prior to the expiration date of this Agreement, unless the Board and Superintendent mutually agree otherwise. If the School District does not receive such timely notice, the School District shall be relieved of the obligation to make any payments to the Superintendent that would otherwise be due upon termination of employment.

4. **Assessment of Performance.** 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 the Superintendent. Such assessment of performance shall be conducted place no later than June 30th each school year unless the Board and Superintendent agree otherwise. The performance assessment shall be conducted in a private session limited to members of the Board of School Directors and the Superintendent. An Evaluation Instrument or format agreed upon by both parties to this Agreement shall be utilized. Each judgment made shall be supported by rational and objective evidence. Both parties agree that the performance assessment made shall be privileged and that the Board Members shall respect the confidentiality of the discussions. Board Members shall not reveal confidential information about the Superintendent's performance assessments. Nothing contained herein shall prevent the School District from using any such evaluation in a hearing brought under the School Code only in regard to the removal of the

Superintendent. The purpose of the performance assessment shall be as follows:

- A. To strengthen the working relationship between the School District and Superintendent, enhance the Superintendent's effectiveness, and clarify for the Superintendent and individual Board Members the responsibilities the Board relies on the Superintendent to fulfill; and
- B. To discuss and establish goals for the ensuing year.

The objective performance standards for said evaluation may include the following standards pursuant to the Public School Code:

- A. Achievement of annual measurable objectives established by the School District;
- B. Achievement on Pennsylvania System of School Assessment (PSSA) tests;
- C. Achievement on Keystone Exams;
- D. Student growth as measured by the Pennsylvania Value-Added Assessment System;
- E. Attrition rates or graduation rates;
- F. Financial Management Standards;
- G. Standards of operational excellence; or
- H. Any additional criteria deemed relevant and mutually agreed to by the Board of School Directors and the Superintendent.

5. **Administration of Schools.** The Superintendent shall, subject to the supervision and authority of the School Board and its successors, serve as Superintendent for the School District performing those duties as set forth in the School Code, the laws of the Commonwealth of Pennsylvania, the Board policy of the School District as the School Code, laws or policy may be amended from

time to time, and such other duties and responsibilities, as normally apply to such a position and as may be assigned to the Superintendent from time to time by the School Board.

6. **Salary.** For the first year of her appointment, the Superintendent shall be paid an annual salary of \$135,000. Increases in future years of this Agreement shall be determined by the Board of School Directors based upon the assessment of performance as contained in Paragraph 4 and is exclusively within the discretion of the School Board. The Superintendent's salary may not be reduced without her consent.

7. **Fringe Benefits.**

The Superintendent shall receive the following benefits:

- A. **Term Life Insurance.** The School District will provide and pay for term life insurance during the period of the Superintendent's employment in an amount of \$200,000 and the beneficiary shall be selected by the Superintendent. The Superintendent shall be responsible for the reporting and payment of all applicable tax which may be imposed as a result of this benefit.
- B. **Health / Major Medical, Dental, Prescription / Vision / Disability.** The Superintendent shall be entitled to health, major medical, prescription, dental and vision insurance provided to other administrative employees under the Act 93 Plan in effect from time to time and on the same terms and conditions.
- C. **Sick Leave.** The Superintendent shall be provided with twelve (12) sick leave days per year, effective July 1, 2013.
- D. **Work Year.** The Superintendent's work year shall be calculated on the basis of 260 work days (i.e. July 1 through June 30) and shall observed paid holidays designated by the School Board plus July 4th and Labor Day if not designated on the school calendar.
- E. **Vacation.** The Superintendent shall be provided twenty (20) vacation days per year. In the event vacation days are not utilized during the contract year, the Superintendent shall receive

payment for up to five (5) days of unused vacation days at the Superintendent's per diem rate of pay and may carry over five (5) days to the next year. The Superintendent shall be provided five (5) personal days per year which are non-cumulative. If the Superintendent has unused vacation days at retirement, such unused vacation days shall be paid at her per diem rate.

- F. **Mileage and Expenses.** The Superintendent shall be reimbursed for mileage at the prevailing rate as per the District policy and reimbursed for reasonable expenses as per the District policy.
- G. **Disability Insurance.** The School District shall provide disability coverage of sixty (60%) percent of monthly earnings up to \$3,000 with a ninety (90) day waiting period.
- H. **Attendance at Conferences.** The Superintendent shall be permitted to attend one (1) annual professional conference outside of the Commonwealth of Pennsylvania such as the annual meeting of the American Association of School Administrators (AASA) or the annual meeting of the National School Boards Association (NSBA). The payment of expenses for the trip shall be in accordance with policies of the School District. The Superintendent shall also be permitted to attend meetings of benefit to the School District including meetings of the Commonwealth of Pennsylvania, of the Beaver County Intermediate Unit (IU 14), the Pennsylvania School Boards Association (PSBA) and the Pennsylvania Association of School Administrators (PASA). Reimbursement for expenses shall be in accordance with the policies of the School District.
- G. **Other Benefits.** The Superintendent shall be entitled to bereavement leave and jury duty leave as provided to administrators in the Act 93 Plan.

8. **Unused Sick Leave.** The Superintendent shall be permitted to utilize accumulated sick days which include those carried over from previous public school employers as certified by the Moon Area School District. The remainder of the days shall be certified to a future employer as available to the Superintendent should she leave employment in the School District. At

retirement, the Superintendent shall be paid her per diem rate times the number of unused sick leave days earned in the School District, not to exceed \$10,000. The School District shall credit the Superintendent with up to 120 sick days earned from prior employment and as certified by Moon Area School District for use in the case of illness only.

9. **Professional Dues.** The School District agrees to pay the cost of annual dues for memberships of the Superintendent in the American Association of School Administrators (AASA), the Pennsylvania Association of School Administrators (PASA) and two other professional associations.

10. **Liability Insurance.** The School District agrees to have the Superintendent insured on the errors and omissions coverage in effect from time to time in the School District.

11. **Renewal.** The Board of School Directors shall not less than 150 days from the date of expiration of this Agreement, or such other time period as the Board and Superintendent may agree, take action at a public meeting to either retain the Superintendent or to declare that it will seek other candidates consistent with the Public School Code of 1949, as amended. Should the Board of School Directors fail to take such action in conformity with the School Code, the Superintendent shall be deemed to be reappointed for the same period and under the terms and conditions contained herein.

12. **Termination for Cause.** The School District retains the right to bring a termination action for cause pursuant to the Public School Code of 1949, as amended. Should the Superintendent be terminated for cause, the School

District shall be relieved of the obligation to make any payments to the Superintendent that would otherwise be due.

13. **Outside Consulting.** The Superintendent is permitted to engage in work as a consultant, compensated or not compensated, on matters unrelated to her employment with the School District with the provision that said consultation shall not interfere with her duties as Superintendent and said consultation is done outside normal work hours. Consulting shall include consulting work, speaking engagements, writing, lecturing, adjunct teaching, or personal business which do not interfere with the Superintendent's obligations to the School District.

14. **Retirement Health Insurance Benefits.** At retirement from the School District, the Superintendent shall be eligible for health insurance for her and her spouse until age 65, under the terms and conditions in effect for administrators under the Act 93 Plan in effect from time to time. Retirement as used in this section and elsewhere in this Agreement means receipt of PSERS pension benefits, which must begin within sixty (60) days of her retirement from the School District for the Superintendent to be eligible for this benefit. If not eligible at the time she leaves the employ of the School District, she shall not thereafter be eligible. Suspension of her PSERS pension shall terminate this benefit.

15. **Entire Agreement.** This Agreement represents the entire agreement between the parties and reflects all understandings reached during the negotiations prior to the execution of this Agreement.

16. **Modification.** This Contract shall not be amended, changed or modified, except in writing approved of and signed by the District Superintendent and approved of by the Board and signed by a duly authorized officer(s) of the Board.

17. **Applicable Law.** This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date first above.

ATTEST:

SCHOOL DISTRICT

Kim L. Bechak
Secretary

By: Mary Jo Kehoe
(President)

WITNESS:

DR. CYNTHIA R. ZURCHIN

Stephanie Abramowski

D. Cynthia R. Zurchin