

# **SUPERINTENDENT'S CONTRACT**

**MADE AND CONCLUDED this 1st day of JULY, 2014 by and between**

**THE SCHOOL DISTRICT OF PORTAGE AREA,**

**CAMBRIA COUNTY, PENNSYLVANIA,**

**acting through the Board of School Directors**

**AND**

**ERIC A ZELANKO 141 Cheyenne Drive, Roaring Spring, PA 16673,**

**(hereinafter called "SUPERINTENDENT")**

**Employment:** It is hereby agreed by and between the Board and the Superintendent that the said Board, in accordance with its action as set forth in the minutes of the meeting held on the 4<sup>th</sup> day of December, 2013 has and does hereby employ the said ERIC A ZELANKO as Superintendent for a term of five (5) years commencing July 1, 2014 and ending June 30, 2019 and the Superintendent does hereby agree that he shall perform the duties in and for the public schools in the PORTAGE AREA SCHOOL DISTRICT as prescribed by the laws of the Commonwealth of Pennsylvania (Section 1081 of the Public School Code) and by the rules and regulations made hereunder by the Board of said school district.

The Superintendent does hereby agree to perform faithfully the duties of Superintendent and to serve as Executive officer of the Board and carry out the duties of Superintendent in a prudent and professional manner. The annual salary to be paid

hereunder shall be paid in equal installments in accordance with the policy of the Board governing payment to other professional personnel in the School District. All fringe benefits granted to other professional employees in this school district shall also be granted to the Superintendent. (Listed, but not necessarily limited to an addendum to this contract as found in Appendix A.)

**Compensation:** The Superintendent shall receive a 2014-2015 base salary of Ninety Nine Thousand Nine Hundred Fifty Dollars (\$99,950) payable in 26 equal payments, effective July 1, 2014. The Superintendent shall receive an increase in salary annually based on the prior year's Act 1 base index for the remaining four (4) years of the contract, up to a minimum of 2% and a maximum of 3.5%.

The Board hereby retains the right to adjust the annual salary of the Superintendent during the term of his contract, said salary adjustment not to reduce the annual salary below the figures set forth above. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment to this Contract and shall become a part of this Contract. It is understood and agreed by the parties hereto, however, that any such amendment shall not be considered a new Contract between the Board and Superintendent, but a continuation of this Contract as amended.

**Legal Qualifications:** The Superintendent agrees to furnish throughout the term of this Contract a valid and appropriate letter of eligibility and commission in the State of Pennsylvania and the Portage Area School District as directed by the Board and that

the Superintendent hereby agrees to devote his time, skill, labor and attention to said employment during the term of this contract; provided, however, that the Superintendent, by agreement with the Board, may undertake consultation work, speaking engagements, writing, lecturing, or other professional duties and obligations not inconsistent with his position as Superintendent or State regulations. Specifically, the Superintendent can maintain and continue operation of EFD, LLC.

**Administration of Schools:** The Superintendent will have complete freedom to organize, reorganize, and arrange the professional and nonprofessional staffs which, in his judgment, best serves the Portage Area School District, subject to the approval of the Board; that the administration of instruction and business affairs will be lodged with the Superintendent and administered by him with the assistance of his staff; that the responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent and his staff, subject to the approval of the Board; and that the Board, individually and collectively, will refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

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

1. Recommending the employment of all employees and directing and assigning teachers and other employees of the schools under his supervision

2. Organizing, supervising, and arranging the administrative and supervisory staff
3. Suggesting policies and procedures deemed necessary for the efficient and proper operation of the District
4. Recommending annual objectives for the District consistent with the direction and priorities established by the Board
5. 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
  - a. Involving the Board no later than the end of February each year in the preparation of the annual budget
  - b. Providing the Board with information pertinent to its legislative role
  - c. Preparing and submitting to the Board all matters requiring legal action
  - d. Attending all Board meetings as may be required from time to time, and submitting a formal Superintendent's report, at the regular meetings
  - e. Informing the Board as to the operation of the school system and making recommendations for the more efficient operation thereof
  - f. Performing all duties incident to the office of the 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 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. The Superintendent or his designee (s) 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 members, individually, shall promptly refer all criticisms, complaints and suggestions called to its attention to the Superintendent for study, disposition, or recommendation as is appropriate.

The Superintendent shall be responsible for the total day-to-day administration of the District subject to officially adopted policies of the Board. All official contacts between Board Members and the staff of the District shall be through the Superintendent exclusively. 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 by the Board.

**Professional Development:** 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. Expense reimbursement for such activities shall be provided in accordance with procedures of District policy.

The Board will reimburse the Superintendent for transportation expenses incurred in the performance of his official duties during his employment under this Contract at the same rate as determined and announced from time to time by the I.R.S.

**Evaluation:** The Board agrees to devote a portion of one meeting annually to discuss the working relationship between the Superintendent and the Board. This annual evaluation of the Superintendent should be based on performance as required by the school code and the job description: working relationship between the Superintendent and the Board, faculty, staff, and community. The evaluation shall be conducted in November of each year, and the results of the evaluation and any established goals for the following year should be reduced to writing. The procedure used for the evaluation must be mutually agreed upon by the Board and the Superintendent and shall be established by November 1, of each year. Six months after the evaluation, the Board and the Superintendent will review progress towards and established goals, and make any modifications deemed appropriate. The results of this semiannual review and any changes to the established goals shall be reduced to writing.

Provided that any assessment system selected shall require the Board of School Directors to speak in one voice by voting as an entire Board rather than "averaging" the feedback of each member regarding each aspect of the evaluation. In the event the

Board consensus determines that the performance of the 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 the Superintendent. The Superintendent shall have the right to make a written response to the evaluation. The Board's evaluation and the 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 this Agreement provided; however, that the 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.

The performance assessment shall be used for the following purposes:

- a. To strengthen the working relationship between the District and the Superintendent and to clarify for the Superintendent and individual members of the Board of School Directors the responsibilities the Board relies on the Superintendent to fulfill.
- b. To discuss and establish goals for the ensuing year.

In the event that the Board of School Directors directs that any investigation of the Superintendent's conduct or performance be undertaken, the Superintendent shall be:

- I. notified of the occurrence and purpose of such investigation prior to the commencement of the same

- II. granted access to all documents or reports generated by such an investigation and 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.
  - III. Any investigations undertaken by the Board shall be completed in private without any public disclosure by the Board or the Superintendent of the commencement or progress of the same.
  - IV. Nothing herein shall obligate the Board to share attorney-client privileged or work product information with the Superintendent following the completion of any investigation of his conduct or performance.
- c. The Board shall provide the Superintendent with periodic opportunities to discuss the Superintendent-Board relationships and shall inform him at least annually of any inadequacies perceived by the Board.

**Benefits:** The Superintendent shall receive five weeks (25 working days) *of* vacation time, exclusive of legal holidays and scheduled school district closures, and shall be entitled to twelve (12) days sick leave annually, and said sick days may accumulate without limit. Unused vacation days will accumulate to a maximum of 40 days. Personal days and emergency days shall be the same as found in Contract with the PAEA.

The Superintendent shall be covered with a policy or policies that will protect him under bodily injury and personal injury, against legal suit for “omission and errors” and for all



duties as result of his management position. The Board agrees that it will defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident arose while the 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.

An allocated amount of monies will be budgeted for the Superintendent to attend local, state and national conferences by agreement with the board. Appropriate request forms will be submitted and approved by the Board.


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 affected by such ruling shall remain in force.


**Extension of Contract:** 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 the Superintendent in writing by certified mail, no later than the first day of the final year of this Agreement, of the board of School Directors intent not to reappoint him. Should the Superintendent not be so notified, he shall be reappointed at the next regular business Board meeting following the first day of the final year of the Agreement for a term of years not less than the length of the expiring term, and the terms and


conditions of this Agreement shall be incorporated into a successor Agreement unless mutually agreed otherwise by the District and the Superintendent.


**IN WITNESS WHEREOF**, the **BOARD** has caused this Contract to be approved by the duly authorized officers and the **SUPERINTENDENT** has approved this contract effective on the day and year specified in paragraph one (1) of page one (1).

  
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Attest:

  
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Eric A. Zelanko, Superintendent  
Superintendent of Schools  
Portage Area School District

  
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Attest:

  
\_\_\_\_\_  
Erik Thrower, Board President  
Portage Area Board of School Directors

  
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Attest:

  
\_\_\_\_\_  
Cynthia Brickley, Board Secretary  
Portage Area Board of School Directors

## **APPENDIX A ADDENDUM TO CONTRACT**

1. Superintendent shall use his personal vehicle for school business and be reimbursed for mileage based on I.R.S. rate. School owned vehicles will be used during emergencies or at other necessary times.
2. Life Insurance / AD & D shall be provided by the Board in an amount four (4) times the amount provided in current contract with the P.A.E.A.
3. Group health care coverage shall be provided by the Board under same group plan as provided under negotiated contract with P.A.E.A.
4. Bereavement leave shall be same as found in current contract with P.A.E.A.
5. Dental coverage will be provided by the Board under same plan as found in current contract with P.A.E.A.
6. Longevity increases will be added to annual salary at rate of one hundred dollars (\$100.00) after fifteen (15) years in the district and every five (5) years thereafter, up to a maximum of five hundred dollars (\$500.00).
7. Family vision care coverage will be provided under same plan as found in current contract with P.A.E.A.
8. Graduate credits in the administrative field will be reimbursed at same rates as found in current contract with P.A.E.A.
9. A tax sheltered annuity program may be instituted by the Board with payment to an approved agency selected by the Superintendent.
10. Any retirement incentive offered to other employees of the Portage Area School District will automatically be extended to the Superintendent as well.

11. Payment of amount specified in the contract with P.A.E.A. for each day of unused sick leave shall be paid upon retirement. However, each year the Superintendent may exchange up to twenty five (25) sick days at the rate of one hundred dollars (\$100) per day towards a donation by the school district to the Portage Area Scholarship Fund maintained by the Community Foundation for the Alleghenies. Upon retirement, the superintendent reserves the right to exchange any or all remaining sick days at the \$100 rate towards a donation by the school district to the Portage Area Scholarship Fund maintained by the Community Foundation.
12. Payment for each day of unused vacation leave shall be based on per diem rate upon retirement.
13. Current Disability Income Protection Plan provided.