

STEEL VALLEY SCHOOL DISTRICT
ASSISTANT SUPERINTENDENT'S CONTRACT

THIS AGREEMENT, made and entered into this 24th day of June, 2021, by and between the **BOARD OF SCHOOL DIRECTORS OF THE STEEL VALLEY SCHOOL DISTRICT** (hereinafter referred to as "School District"),

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Mr. Bryan Macuga, (hereinafter referred to as "Assistant Superintendent" or "Mr. Macuga").

PREAMBLE

WHEREAS, the District Superintendent has nominated Mr. Macuga to serve as the School District's Assistant Superintendent; and

WHEREAS, the Board of School Directors of Steel Valley School District at a meeting of said Board duly and properly called on May 20, 2021, did appoint Mr. Macuga to the Office of Assistant Superintendent in accordance with the provisions of Sections 508, 1073(e), 1073.1, 1076 and 1077 of the Pennsylvania Public School Code of 1949, as amended (24 P.S. §1-101 et. seq.); 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 and in consideration of the mutual covenants contained herein do hereby agree as follows:

ARTICLE I. TERM

1.0 Term. The School District hereby appoints Mr. Macuga to the position of Assistant Superintendent of the Steel Valley School District for a term of four (4) years and zero (0) months, commencing July 1, 2021 and terminating immediately at midnight June 30, 2025.

1.1 Renewal or Extension. At a public meeting of the Board of School Directors occurring at least ninety (90) days prior to the expiration date of the above-referenced term, the meeting agenda shall include an item requiring affirmative action by five (5) or more members of the Board to notify the Assistant Superintendent that the Board intends to retain him for a further term or instead that another or other candidates will be considered for the office. In the event that the Board fails to take such action at a public meeting occurring at least ninety (90) days prior to the expiration date of the term of the Assistant Superintendent, the term shall be extended one time for a one (1) year period, upon the conclusion of which the term of office shall terminate unless the Board has taken action prior to the end of the one (1) year extension to retain the Assistant Superintendent for a further term as provided in Section 1077 of the Public School Code of 1949, as amended. Any further renewal or extension of the Assistant Superintendent's term beyond the term of this Agreement shall be made pursuant to the provisions contained in Section 1077 of the Public School Code of 1949, as amended.

1.2 Termination by Assistant Superintendent. This Agreement may be terminated by the Assistant Superintendent prior to its effective termination date by the Assistant Superintendent submitting a written resignation to the School Board at least ninety (90) calendar days prior to the effective date of the resignation. For purposes of

computing said ninety (90) days, the Assistant Superintendent's vacation days shall not be counted.

1.3 Termination for Cause. The School District shall have the right to terminate this Agreement and dismiss the Assistant 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).

1.4 Mutual Termination. In the event the Assistant Superintendent's contract is terminated by mutual consent prior to its effective termination date or pursuant to Section 1.2 herein, the School District shall have no further responsibility or liability of any nature whatsoever to the Assistant Superintendent.

1.5 Contract Year. All references in this Agreement to "contract year" shall mean the period of time from July 1st to the immediately following June 30th.

ARTICLE II. DUTIES

2.0 Legal Qualifications. The Assistant Superintendent covenants that he possesses all of the qualifications that are required by law to serve as an Assistant Superintendent. The Assistant 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. He further agrees to subscribe to and take the proper oath of office before entering upon his duties.

2.1 Duties. The Assistant Superintendent shall, subject to the supervision and authority of the District Superintendent and/or the School Board and their successors, perform those duties as set forth in the Pennsylvania Public School Code of 1949, as amended, including Section 1082, District Board Policy as the same may be amended

from time to time, job description as periodically amended, and such other duties and responsibilities as may be assigned to the Assistant Superintendent from time to time by the District Superintendent and/or the Board of School Directors, all in accordance with the laws of the Commonwealth of Pennsylvania. The Assistant Superintendent's duties shall include but not be limited to:

1. Develop and sustain a curriculum review process for all subject areas identified in the District's course of studies that is consistent with required instruction by Pennsylvania School Law.
2. Develop and sustain a curriculum review process for all subject areas that reflects both vertical and horizontal articulation and that is aligned with standards established in the Pennsylvania School Code.
3. Oversee District communications, including the development and implementation of a comprehensive communications plan.
4. Conduct a cyclical review of textbooks and/or online instructional resources that results in content curriculum that is aligned with state standards and consistent with best practices for instruction and assessment.
5. Oversee teacher induction and the professional development of all certified school personnel.
6. Oversee all Act 80 professional development activities.
7. Oversee the Home Education program for the District.
8. Coordinate the development of grant opportunities and partnerships with outside entities.
9. Coordinate the implementation of technology with the Director of Academics, Information and Infrastructure.
10. Oversee all federal programs.
11. Support the planning and implementation necessary to realize the strategic plans of the Superintendent and the Board of School Directors.
12. Coordinate the integration of Equity, Health and Career focal areas into the K – 12 curriculum.

13. Such other duties as may be assigned from time-to-time by the District Superintendent and/or the Board of School Directors.

ARTICLE III. PERFORMANCE ASSESSMENTS

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

3.0.1 To strengthen the working relationship between the Assistant Superintendent and the Superintendent;

3.0.2 Enhance the Assistant Superintendent's, Superintendent's and School Board's effectiveness;

3.0.3 Clarify for the Assistant Superintendent the responsibilities the School Board and Superintendent rely upon him to fulfill;

3.0.4 To discuss and establish the Assistant Superintendent's goals for the ensuing year(s); and

3.0.5 As a factor for determining whether to renew or not renew the Assistant Superintendent's contract and term; provided, however, performance assessments shall not be construed as in any manner obligating the School Board to renew the Assistant Superintendent's term or contract.

3.1. Objective Performance Standards. Pursuant to Section 1073.1 of the Pennsylvania Public School Code, the Assistant Superintendent's performance standards shall be based upon the within objective performance standards. Pursuant to Section 1073.1(b.1) of the School Code, the board of school directors shall post these objective performance standards on the school district's publicly accessible Internet website.

3.1.1. Student Growth and Achievement. Ensure that the annual Future Ready Index for each of the District's schools shows annual improvements in student performance on standardized PSSA and Keystone assessments and in student attendance.

3.1.2. Organizational Leadership. Promote the success of every student by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by stakeholders.

3.1.3. District Operations and Financial Management. Work to promote the success of every student by ensuring management of the organization, operation, and resources for a safe, efficient, and effective learning environment.

3.1.4. Communication and Community Relations. Collaborate with faculty and community members, responding to diverse community interests and needs, mobilizing community resources in order to meet the needs of students. Work to increase student enrollment and to reduce charter school enrollment.

3.1.5. Human Resource Management. Facilitate the success of every student by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional growth.

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

3.1.7. The parties hereto may amend or add to the agreed objective performance standards, including but not limited to setting annual performance goals, to meet the current needs of the School District.

3.2 Evaluation Procedures. Annually by May 31st, the Board of School Directors shall conduct a formal written performance assessment of the Assistant Superintendent; the written assessments shall be delivered to the Superintendent, who shall take into account the school directors' written assessments in preparing the Superintendent's evaluation. Likewise, by May 31st, the Assistant Superintendent shall submit a written report to the Superintendent reviewing his accomplishments. The Superintendent upon reviewing the Assistant Superintendent's report and the school directors' assessments shall by June 30th of each contract year: complete and score the evaluation instrument; and meet with the Assistant Superintendent to review the results. Prior to issuing the annual evaluation, the Assistant Superintendent has the right to offer further explanations regarding the evaluation and scores. After such further review, if any, a final evaluation shall be issued by the Superintendent. The final evaluation may be reviewed by any board member.

3.2.1 Interim Evaluation. An interim evaluation shall be annually completed by January 31st of each contract year. The Superintendent and Assistant Superintendent shall meet to accomplish the following:

- (i) An informal, oral evaluation;
- (ii) Monitor any established goals and objectives; and
- (iii) Recommend further direction.

A concise, post-meeting summary of the interim evaluation shall be prepared by the Superintendent and distributed to the Assistant Superintendent and any School Director upon request.

3.3 Confidentiality. The performance assessments and evaluations shall be privileged, and all parties shall respect the confidentiality of the discussions and the evaluation document. Nothing contained herein, however, shall prevent the School District from using any such evaluation in a dismissal hearing properly brought under Section 1080 of the Pennsylvania Public School Code of 1949, as amended.

3.3.1. Mandatory Posting. Pursuant to Section 1073.1(b.1) of the Public School Code, upon completion of the annual evaluation, the board of school directors shall post the date of the evaluation and whether or not the assistant district superintendent has met the agreed-to objective performance standards on the school district's publicly accessible Internet website.

ARTICLE IV. COMPENSATION

4.0 Salary. The Superintendent's salary shall be \$112,500.00 per annum commencing July 1, 2021. The established annual salary shall be paid in equal installments in accordance with the policy governing payment of salary for Act 93, twelve (12) month administrative employees of the School District.

4.1 Salary Adjustments. Any adjustments in the Assistant Superintendent's salary during the term of this Agreement shall be deemed an amendment to this Agreement. Provided, however, that such adjustments shall not be construed as either creating a new contract between the School District and the Assistant Superintendent, or in any manner extending the anticipated

termination date of this agreement. Additional compensation or increases in the Assistant Superintendent's annual salary shall be determined pursuant to performance evaluations.

4.2 Annual Salary Adjustments. During each subsequent contract year, if the Assistant Superintendent has received a satisfactory rating for the prior contract year, the Assistant Superintendent shall receive a minimum increase of one and a half (1.5%) percent. That is, an amount equal to the product of the base salary of the Assistant Superintendent during the prior contract year multiplied by 1.015. As used herein, the term "base salary" for any given contract year shall be the salary paid to the Assistant Superintendent during that year, which by definition shall reflect and include any prior 1.5% and performance based adjustments.

ARTICLE V. FRINGE BENEFITS

5.0 General Provision. Unless otherwise specified herein, the Assistant Superintendent shall be entitled to those benefits set forth in the Steel Valley Act 93 Agreement.

5.1 Vacation. The Assistant Superintendent shall receive twenty (20) days of vacation per contract year, commencing July 1, 2021. The Assistant Superintendent is encouraged to use vacation days at a time most convenient to continuation of School District business. In the event the Assistant Superintendent does not use his vacation by June 30, up to five (5) unused vacation days may be converted to current sick days and up to five (5) unused vacation days may be turned in for compensation. Any other unused vacation days shall be forfeited by the Assistant Superintendent.

- A. In the event the Assistant Superintendent's employment with the District should terminate prior to the expiration of this Agreement, vacation day entitlement and conversion of unused vacation days shall be prorated based

upon the number of days worked compared to the number of work days in the contract year. The Assistant Superintendent shall be reimbursed on a per diem basis for the unused prorated vacation days. In the event the Assistant Superintendent shall already have exceeded the number of prorated days, a corresponding per diem sum shall be deducted from his final paycheck.

5.1.1 Existing Vacation Days. Any existing vacation days as of July 1, 2021, for the Assistant Superintendent shall be retained and carried over by the Assistant Superintendent, with the provision that ten (10) of those retained vacation days must be turned in for compensation each year, commencing on July 1, 2021, and continuing on July 1 of each subsequent year, until they are depleted. Fewer than ten (10) days may be turned in for compensation to deplete the carried-over vacation days if and when the total remaining days becomes fewer than ten (10). These carried-over vacation days will not be included in the use of annual vacation days described in 5.1.

5.2 Professional Association Memberships. The School District shall pay the annual dues for the Assistant Superintendent's membership in three (3) professional associations of his choosing, such as but not limited to, the American Association of School Administrators (AASA); the Pennsylvania Association of School Administrators (PASA); and the Association for Supervision and Curriculum Development (ASCD).

5.3 Sick Leave. Beginning July 1, 2021, the Assistant Superintendent shall be entitled to twelve (12) days of sick leave for each contract year (hereinafter defined as "current sick days"). The unused portion of current sick days shall accumulate from year to year without limitation. Should the Assistant Superintendent's employment with the School District terminate

for any reason whatsoever prior to the end of a contract year, he shall only receive a prorated portion of current sick leave days for that contract year.

A. Upon retirement through superannuation under the Pennsylvania School Employees Retirement System, the Assistant Superintendent shall be paid \$100 for each day of accumulated current sick leave. In the event of death, payment shall be made to his beneficiary at said rate. The Assistant Superintendent shall not be compensated for any unused transferred sick days.

5.4 Personal Leave. The Assistant Superintendent shall be entitled to five (5) paid days of absence for personal reasons per contract year. Unused personal days automatically convert to "current sick leave" after the first day of the immediately following contract year.

5.5 Jury Duty. If the Assistant Superintendent is called for jury duty, he shall be permitted to be absent and paid his regular rate of pay. The Assistant Superintendent shall reimburse the District for the amount of per diem or other compensation received for such appearance, excluding travel reimbursement. To be eligible for a salary benefit, the Assistant Superintendent shall submit an official court statement to the District's Payroll Department verifying such dates of jury service and the daily rate of pay.

5.6 Expenses. All reasonable and necessary business and professional development expenses incurred in the performance of the contract shall be reimbursed upon proper documentation. The Assistant Superintendent shall be reimbursed for mileage at the rate then applicable under the regulations of the Internal Revenue Service of the United States. He shall not be reimbursed for the mileage incurred going to work from his place of residence, or going to his residence from work, or going between District buildings.

5.7 Liability. The District shall name the Assistant Superintendent in existing and future general liability and errors and omissions insurance policies.

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 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.

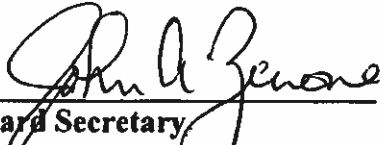
6.3 Inurement. This Agreement shall be binding upon the parties hereto, their successors, assigns, administrators, executors and heirs.

6.4 Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. Failure to follow any provision of this Agreement shall not constitute a waiver of that provision in the future.

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

ATTEST:

STEEL VALLEY SCHOOL DISTRICT



Board Secretary

By 

President of the Board

WITNESS:





Assistant Superintendent

Amendment to the Assistant Superintendent Contract

between

Bryan Macuga (Assistant Superintendent) and The Steel Valley School District (The District)

On August 17, 2023, the parties agree that when the Assistant Superintendent and the district agreed on its contract and job duties there was another employee, the Director of Academics and Technology, who acted as the District Assessment Coordinator and Professional Development Coordinator.

The Parties also agree that when the Director of Academics and Technology passed away, the Assistant Superintendent took on those duties temporarily to allow the district time to evaluate how to reshape the administrative team.

The Parties Agree that the Assistant Superintendent will permanently take on those duties which will include:

District Assessment Coordinator


- coordinate all testing training sessions
- develop testing schedules for Keystone and PSSA assessments
- create testing tickets for online students
- work collectively with School Assessment Coordinators to manage tests and assure testing accuracy

Professional Development Coordinator

- conduct Professional Development Committee meetings to develop professional development training agendas
- work in collaboration with Building Level administration to determine building-specific professional development sessions
- coordinate training sessions with the AIU and other outside organizations

These duties will become part of the job description and the contract of the Assistant Superintendent effective with the 2023-2024 school year and will continue through the end of the contract.

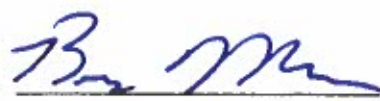
In Exchange for these increased duties the Assistant superintendent shall have his 2023-2024 salary increased to \$125,000. Future yearly increases that were in the original contract shall remain in effect.



James Bulger, President
Steel Valley School Board



Gale Emery, Secretary
Steel Valley School Board



Bryan Macuga,
Assistant Superintendent