MIFFLINBURG AREA SCHOOL DISTRICT
CONTRACT FOR EMPLOYMENT OF DISTRICT SUPERINTENDENT

THIS CONTRACT is made and entered this 13th day of October 2026, by and between the Board of School Directors of the Mifflinburg Area School District with offices located in Pennsylvania (hereinafter referred to as "District" or "Board" or "Board of School Directors") and Dr. Kenneth J Dady, Jr., (hereinafter referred to as "District Superintendent").

WHEREAS, the Board of School Directors at a Board meeting, duly and properly called on the 13th of October 2026, did appoint Dr. Kenneth J Dady, Jr to the office of District Superintendent in accordance with the provisions of Sections 508, 1071, 1073 and 1073.1 of the Commonwealth of Pennsylvania's Public School Code of 1949, as amended (hereinafter referred to as "Public School Code"); 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 has employed Dr. Kenneth J Dady, Jr. and Dr. Kenneth J Dady, Jr. hereby accepts said employment as District Superintendent of the Mifflinburg Area School District for a five-year term commencing (retroactively) on July 1, 2026, and ending on June 30, 2031 ("Term").

This Contract shall terminate immediately upon the expiration of the aforesaid Term unless the Contract is sooner modified or terminated in accordance with this Contract or renewed automatically in accordance with Section 1073(b) of the Public-School Code or this Contract.

2. **Professional Qualifications.**

The District Superintendent represents that he possesses all of the qualifications that are required by law to serve as the District Superintendent in the Commonwealth of Pennsylvania and that he will maintain the same throughout the Term of this Contract. The District Superintendent further agrees to subscribe to and take the oath of office before entering upon his duties, in accordance with Section 1004 of the Public-School Code.

3. **Duties and Responsibilities.**

A. The District Superintendent shall be charged with the administration of the District under the direction of the Board of School Directors. The District Superintendent shall be the Chief Executive Officer of the District and

perform to the best of his abilities the customary duties of the District Superintendent in a competent and professional manner to the best of his abilities in accordance with the laws of the Commonwealth of Pennsylvania, the District's Job Description for the position of District Superintendent (attached and incorporated into this Contract as Appendix A), and the provisions of this Contract.

B. The District 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 District Superintendent and/or his designee shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, except those relating to the District Superintendent's 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 the District Superintendent for study, disposition, or recommendation as is appropriate.

C. The District Superintendent shall be responsible for the total day-to-day administration of the District subject to officially adopted policies, directions and resolutions of the Board. Nothing in this section shall preclude the right of Board Members to exercise their responsibilities as individual Board members in the areas of monitoring District operations, conducting oversight activities, or visiting schools, as set forth in Board policy or authorized by the Board.

D. The District Superintendent agrees to devote his time, attention, energies, skills and labor to his employment as District Superintendent during the Term of this Contract; provided, however, that he may undertake and be compensated for outside work including consultative work, speaking engagements, writing, lecturing, adjunct teaching, or other professional services which do not interfere with the District Superintendent's responsibilities to the District pursuant to this Contract and as approved by the Board, which approval shall not be unreasonably withheld.

E. The duties of the District 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 District Superintendent's attendance at seminars, workshops, in-service programs, professional development, school activities, and/or 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 membership in professional associations to be directly related to the District Superintendent's duties and shall be paid for or reimbursed by the District in accordance with this Contract and District policy and procedures.

4. **Compensation – Salary and Benefits.**

A. **Salary.** In recognition of the complexity of the position of District Superintendent and the Board's desire to compensate its District Superintendent fairly, the Board of School Directors and the District Superintendent agree to the following:

(1) Effective July 1, 2026, the annual salary of the District Superintendent shall be in the amount of $149,175.00.

(2) On July 1, 2027, and on July 1st of every subsequent year of this Contract, the District Superintendent may receive an increase added to his base salary in amounts to be determined by the Board on an annual basis. The Board will consider performance and progress to goals in determining salary increases, as further described in Article 5 of this agreement. Each increase shall be added to and become part of his annual salary. [Such salary increases shall be applied unless the District Superintendent's performance is rated as "unsatisfactory" on his annual performance assessment for the prior school year, in accordance with the provisions of this Contract.] The Board reserves the right, but is not required, to limit the percentage increase that carries over to the district superintendent's base salary each year. Example: if the Superintendent's evaluation leads to a 3.5% increase, the Board may limit the increase to the subsequent years base salary to 3% and the additional 0.5% will be paid out to the Superintendent as a PSERS eligible performance-based incentive. However, if the district Superintendents increase in any given year is above 2%, then at least 2% will be added to the district superintendent's salary the following year.

(3) The established annual salary shall be paid in equal installments in accordance with the policy or agreement governing other twelve (12) month administrators in the District, unless otherwise agreed to in writing by the Board and District Superintendent.

(4) The Board hereby retains the right to increase the salary of the District Superintendent at any time during the Term of this Contract. However, the Board shall not decrease the District Superintendent's salary at any time during the term of this Contract, unless agreed to in writing by the District Superintendent.

(5) The District in so annually adjusting the District Superintendent's salary shall not be considered to have entered into a new contract

with the District Superintendent or to have extended the termination date of this Contract.

B. **Benefits.** The District shall provide the District Superintendent with the following benefits in addition to salary:

(1) Vacation Leave and Holidays.

The District Superintendent shall receive twenty-five (25) days of vacation leave with full pay each year of this Contract, which shall be credited in full on July 1, 2026, and on July 1st of each subsequent year of this Contract. The Superintendent will be able to carry over up to ten (10) days of any unused vacation time for any one year.

Vacation days not used by August 31st beyond the ten carry-over days (i.e., any unused vacation days over thirty-five days) will be rolled over on September 1st of each year of this Contract into an accumulated banked account. Upon retirement under a PSERS plan, the Superintendent shall receive one hundred twenty-five dollars ($125) per day for accumulated vacation leave in the banked account up to a maximum of one hundred (100) days. At the time this Contract is terminated, the District shall make such payment to the Superintendent for unused vacation leave as a non-elective employer contribution to the District's 403(b) Plan account for the Superintendent. This non-elective contribution shall be subject to an amount up to or equal to the limits established by law for such accounts. There is no cash option for such payment.

"Per diem rate of pay" as the term is used throughout this Contract shall equal the District Superintendent's gross annual salary divided by two hundred forty (240).

The District shall pay the District Superintendent for unused days of vacation leave at the time this Contract is terminated for any reason, whether voluntarily or involuntarily, including but not limited to retirement, resignation, termination, mutual consent, death, or non-renewal of this Contract at which time the District shall pay District Superintendent his then-current per diem rate of pay for each day of unused vacation leave up to a maximum of thirty-five (35) days. In the event of the District Superintendent's death during the Term of this Contract, such payment for unused vacation leave shall be made to the District Superintendent's spouse or to his estate if no surviving spouse.

In addition, the District Superintendent shall receive, with full pay, all holidays available to District administrators covered under the District's administrator compensation plan adopted pursuant to Section 1164 of the Public-School Code (24 P.S. 11-1164) (hereinafter "Act 93 Plan"). If the District Superintendent is required to work during any such District holiday, he shall be entitled to another day of paid leave at his discretion.

(2) Sick Leave.

The District Superintendent shall carry forward in this Contract and be credited on July 1, 2026, with all of his days of unused sick leave accrued during his employment with the District, including such leave transferred from previous employment. In addition, the District Superintendent shall receive twelve (12) days of sick leave with full pay each year of this Contract, which shall be credited in full on July 1, 2026, and on July 1st of each subsequent year of this Contract, and which shall accumulate from year to year without limit.

The District shall pay the Superintendent for unused days of sick leave at the time this Contract is terminated for a PSERS retirement only, at which time the District shall pay the Superintendent eighty dollars ($80.00) per day or such amount as is set forth in the existing School District Administration Compensation Plan, if higher, for each day of unused sick leave up to a maximum payment for two hundred fifty (250) days of unused sick leave. At the time this Contract is terminated, the District shall make such payment to the Superintendent for unused sick leave as a non-elective employer contribution to the District's 403(b) Plan account for the Superintendent. This non-elective contribution shall be subject to an amount up to or equal to the limits established by law for such accounts. There is no cash option for such payment.

The District Superintendent may use his days of sick leave to care for his family, including his spouse, children, and/or parents. Sick days used for members of his family will be deducted from his allocated sick leave in the same manner as those used for his own illness.

(3) Discretionary Leave

The District Superintendent shall receive five (5) days of discretionary leave with full pay each year of this Contract, which shall be credited in full on July 1, 2026 and on July 1st of each subsequent year of this Contract. The same shall be used during the year to which they apply, they shall not carry over nor accumulate from year to year, nor shall the District be required to pay the District Superintendent for the non-use of

discretionary days. The District Superintendent shall use discretionary days at such time as will not interfere with his duties under this Contract.

- The District Superintendent, at his discretion, may reassign some or all of the discretionary days (up to 5 total) he has been granted each year to other employees in the district if the procedure of the reassignment follows these guidelines:
  - The reassignment of the discretionary days is part of a positive incentive for district employees.
  - Once assigned to employees, they become personal days for employees and follow the procedures and rules of how current personal days are used in the district.
  - Should the employee already be carrying the max amount of days allowed by contract or policy, such employee will be allowed to carry this additional day as well but still must meet the limit of personal day procedures and requirements by the end of the school year (such employee cannot carry over more days than allowed).
  - The selection of employees who receive the days off is through some sort of random process and the specific employees receiving the days are not predetermined prior to the incentive process.
  - The days must be reassigned by the end of the first semester so that employees have sufficient time to use the day.

(4) Bereavement Leave

The District Superintendent shall be entitled to five (5) days of bereavement leave, with full pay, because of death of the District Superintendent's spouse, father, mother, child, stepchild, or stepparent. The District Superintendent shall be entitled to three (3) days of bereavement leave, with full pay, because of death of the District Superintendent's brother, sister, parent-in-law, grandchild, near relative residing in the same household, or any person with whom the District Superintendent lives. The District Superintendent shall be entitled to one (1) day of bereavement leave, with full pay, because of a death of a near relative. "Near relative" is defined as the District Superintendent's grandparent, aunt, uncle, niece, nephew, first cousin, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. The District Superintendent may use additional days of sick leave for bereavement, in his sole discretion.

(5) Jury Duty and Court Appearances

The District Superintendent shall be permitted to attend, without loss of pay or benefits, jury duty and court and other appearances for any

proceeding in which he is subpoenaed to appear. This benefit shall not be available in any action initiated by the District Superintendent.

(6) Life Insurance

The District shall obtain and pay the full cost of the premiums for the purchase of a term life and accidental death and dismemberment insurance policy with a benefit amount equal to one times the District Superintendent's annual salary, rounded to the next highest thousand dollar amount. The District Superintendent shall have the sole right to determine the beneficiary of such policy.

(7) Health Benefits & Opt-Out

The District shall provide the District Superintendent, his spouse, and eligible dependents the same health benefits and medical insurance, including but not limited to hospitalization, physician coverage, major medical, prescription, vision, and dental benefits, as provided to District administrators and other District employees. The District Superintendent shall have the right, at his sole discretion, to select his health benefits and medical insurance from the plans offered by the District to any District employee. In addition, effective July 1, 2026, the District shall provide District Superintendent up to $1,500.00 per year over and above the health benefits and medical insurance otherwise set forth in this Contract that the District Superintendent, his spouse and eligible dependents incurs for any health, dental, orthodontic, vision, life insurance, or other health-related costs. This money will be available to the District Superintendent through the reimbursement of his eligible costs. The Superintendent may elect to take a cash payment in lieu of the health care insurance coverage in the amount of six thousand dollars ($6,000.00) per year of uncovered service. Such opt-out payment shall be made annually to the Superintendent during the last pay of June each year.

After retiring with at least 30 years of service in the Public-School Employees' Retirement System ("PSERS"), the District Superintendent, will be offered continued health care coverage in the same plan provided to the District Superintendent (or the most comparable plan available to the District) during his final month of employment. The District will offer to pay the percentage of the actual *single coverage tier* premium cost of the health care plan choice at the time of retirement as identified in the chart below.

Year Completed	Percentage paid by the District for the single tier premium share
2026-2027	40%
2027-2028	55%

2028-2029	70%
2029-2030	85%
2030-2031	100%

This benefit will end when the District Superintendent reaches the age of Medicare eligibility.

The District Superintendent does have the right to continue family coverage up his 65th birthday; however, the District Superintendent must pay the difference between the single coverage tier premium paid by the District and the additional tier premium from the plan the District Superintendent may choose.
As an incentive, if the District superintendent completes all five years of this contract, he may choose HRA Option 3 of the current Collective Bargaining Agreement Retirement Benefit article to help offset insurance for the rest of his family.

(8) Graduate Coursework, Professional Development and Continuing Education

The District shall pay the full cost of tuition for all graduate courses, including on-line courses, taken by District Superintendent at an accredited institution, provided such courses are approved in advance by the Board. The District shall make such payment to District Superintendent upon his registration for each graduate course, when he submits the tuition bill to the District's business manager; provided that such courses are subject to repayment by District Superintendent for any course in which the District Superintendent fails to receive a final passing grade or otherwise successfully complete.

In addition, the District shall pay the full cost for all professional development courses and continuing education courses taken by District Superintendent during this Contract; provided that such courses are approved in advance by the Board and subject to repayment by District Superintendent for any course in which the District Superintendent fails to receive a final passing grade or otherwise successfully complete.

(9) Liability Insurance

The District shall include the District Superintendent as an insured party under its liability and errors and omissions insurance coverage.

(10) Professional Associations

The District shall pay the full cost of the District Superintendent's annual membership and participation in three professional associations as selected by and in the sole discretion of the District Superintendent. The District recognizes the obligation to professional growth and

development provided by these affiliations and encourages and permits the District Superintendent to participate actively.

(11) Meetings, Conventions and Conferences

The duties of the District Superintendent require his presence at meetings, conventions, and conferences in order that he can maintain awareness of current education-related issues and information. The District Superintendent shall have the right to attend regional, state and national meetings, conventions and conferences related to the duties and responsibilities of the District Superintendent with the prior approval of the Board. The District considers the expenses involved in such activities to be directly related to his duties and appropriate for reimbursement. The District Superintendent shall be reimbursed for all costs associated such meetings, conventions and conferences including registration, travel, food and lodging in accordance with District policies and procedures.

(12) Expenses and Mileage Reimbursement

The District shall fully reimburse the District Superintendent for all reasonable expenses incurred by the District Superintendent in the discharge of his duties, upon proper documentation. In addition, the District shall reimburse the District Superintendent for automobile expenses for travel incurred in performance of his duties at the highest rate per mile allowed by the Internal Revenue Service.

(13) Computer and Cell Phone

The District shall provide the District Superintendent with a laptop computer at the District's expense. In addition, the District shall pay the Superintendent a monthly stipend in the amount of Seventy-five Dollars ($75.00) to cover the cost of his cellular/data phone and service that is also used for District purposes. The Superintendent agrees to return any equipment provided by the district at the conclusion of his employment.

(14) Bonus

As a recognition of the accomplishments of District Superintendent, the District shall provide the District Superintendent with a one-time, non-PSERS eligible bonus in the amount of five thousand dollars ($5,000.00) once this contract is signed by both parties. This bonus is paid out in the first year only and is not an annual bonus.

(15) Other Benefits

To the extent that it would not be inconsistent with in the express terms of this agreement, the District Superintendent shall be entitled to any and all benefits and incentives, including leaves, that are provided to the District's administrators pursuant to its Act 93 Plan,

and to any other District administrator pursuant to an individual employment contract, whichever are more advantageous to the District Superintendent. This includes benefits and incentives currently in effect and as may be modified from time to time during the term of this Contract.

Notwithstanding any other provision of this Contract, the District Superintendent's benefits and incentives under this Contract shall not be decreased during the Term of this Contract and any decrease or reduction in benefits and incentives to other District employees during the Term of this Contract shall not reduce the benefits and incentives provided to the Superintendent during the Term of this Contract.

Nothing contained herein shall preclude the District from providing additional benefits and incentives to the District Superintendent as may be agreed to by the parties.

5. <u>Assessment of Performance.</u>

A. The Board shall evaluate, in writing, the performance of District Superintendent once a year during the term of this Contract, no later than June 30th of each year, unless the parties mutually agree in writing on another date for the annual evaluation. The annual performance assessment shall be conducted in an executive session limited to members of the Board of School Directors and the District Superintendent. An evaluation instrument and method mutually agreed upon in writing by the Board and the District Superintendent shall be utilized for the annual performance assessment. The Board and District Superintendent hereby agree to use the evaluation instrument and method attached hereto and incorporated by reference as Form PDE PA 82-3 Appendix "B" or any successor as approved by PDE unless the Board and District Superintendent mutually agree in writing to use a different evaluation instrument and method. Each judgment by the Board shall be supported by rational and objective evidence. In the event the Board 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. The Superintendent shall have the right to make a written response to the evaluation. The Board's evaluation and the Superintendent's response shall be totally private and in no manner become public knowledge or conversation, except as otherwise expressly required by state or federal law. The Superintendent's performance shall be deemed satisfactory and the Superintendent shall not be subject to discipline, discharge, or termination on the basis of neglect of duty or on competency in any year when a formal performance assessment is not completed in accordance with this Contract.

B. The performance assessment shall be used for the following purposes:

1. To strengthen the working relationship between the Board and the District Superintendent and to clarify for the District Superintendent and individual members of the Board of School Directors the responsibilities the Board relies on the District Superintendent to fulfill.
2. To discuss and establish goals and/or objective performance standards for the ensuing year; and
3. To establish the basis for possible increases in the District Superintendent's annual salary.

C. Performance Expectations, Including Objective Performance Standards. The performance of the District Superintendent shall be assessed in part against the objective performance standards that have been mutually agreed upon by the Board and the District Superintendent and developed annually and considered by reference as terms of this agreement. The Board shall post the mutually agreed upon objective performance standards on the District website and shall also annually post the date of the District Superintendent's annual performance assessment and whether or not the District Superintendent met the agreed upon objective performance standards. No other information regarding the District Superintendent's performance assessment shall be posted on the District website or in any other manner disclosed by the District unless expressly required to do so by state or federal law. The objective performance standards shall be reviewed and updated as necessary on or before July 1st of each year of this Contract unless another date is mutually agreed upon by the Board and District Superintendent.

D. The provisions of this Contract shall apply to and control the performance evaluation of the District Superintendent and shall supersede and replace, to the extent there is any conflict or inconsistency, any and all District policies and past practices of the Board.

6. <u>Investigations by the Board</u>.

In the event that the Board of School Directors directs that any investigation of the District Superintendent's conduct or performance be undertaken, the District 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; (iii) 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 the District Superintendent of the commencement or progress of the same. Nothing in this paragraph shall be construed to waive the attorney client privilege or work product privilege of any party to this Agreement.

7. <u>Professional Liability</u>.

The School District shall defend, hold harmless and indemnify the District Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the District Superintendent in his individual capacity and in his official capacity as agent and employee of the District, provided that the incident from which the demands, claims, suits, actions and/or legal proceedings arise occurred while the District Superintendent was acting, or reasonably believed he was acting, within the scope of his employment. If in the good faith opinion of the District Solicitor a conflict exists as regards the defense to such claims between the legal position of the District Superintendent and the legal position of the District, the District Superintendent may engage separate counsel and the District shall indemnify the Superintendent for the costs of such legal defense. This obligation shall survive the termination of this Contract.

8. **Reappointment.**

Pursuant to Section 1073(b) of the Public School Code, the agenda for a public meeting of the Board of School Directors held at least ninety (90) days prior to the expiration date of the Term of this Contract shall include an item requiring the affirmative vote of five (5) or more members of the Board of School Directors of the Board's intent to retain the District Superintendent for another three (3) to five (5) year term or that another or other candidates will be considered for the office. In the event the Board fails to take such action, the District Superintendent shall continue in office for a further term of one (1) year and the terms and conditions of this Contract will be incorporated in a successor employment contract, unless mutually agreed otherwise by the Board and the District Superintendent.

The Board shall provide the Superintendent with periodic opportunities to discuss the Superintendent-Board relationship 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 Board shall notify the Superintendent in writing by certified mail, as soon as possible after such decision is made but no later than ninety (90) days prior to the expiration of the Term of this Contract, of the Board of School Directors' intent not to reappoint his. Should the Superintendent not be so notified at least ninety (90) days prior to the expiration of the Term of this Contract, he shall be reappointed for a term of one year and the terms and conditions of this Contract shall be incorporated into a successor Contract unless mutually agreed otherwise by the Board and the Superintendent.

9. **Termination.**

This Contract may be terminated prior to the end of the Term of this Contract as follows:

A. The District Superintendent shall be subject to discharge and termination of this Contract for the reasons specified in Section 1080 of the Public-School Code. However, the Board shall not arbitrarily or capriciously call for the District Superintendent's dismissal and the District Superintendent shall in any event have the right to written charges, notice of hearing, 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 District Superintendent shall have the right to be present and to be heard, to be represented by counsel, and to present evidence, through witnesses, testimony, and documentation relevant to the issue. A transcript of the record of proceedings before the Board shall be made available without charge to the District Superintendent. The District Superintendent shall have the right to be represented by counsel at his sole cost and expense. Provided, however, if the charges against the District Superintendent are not sustained and/or should the District Superintendent prevail in any hearing or appeal regarding his termination, the Board shall reimburse the District Superintendent for all legal fees and expenses incurred by the District Superintendent in the proceedings. If this Contract is terminated in this manner, the District shall pay and provide to the District Superintendent all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverage and payment for unused leave the District Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the effective date of his termination plus any applicable post-employment and retirement benefits provided for in this Contract.

B. This Contract may be unilaterally terminated without penalty by the resignation of the District Superintendent at any time; provided the District Superintendent gives the Board at least ninety (90) days' notice prior to the effective date of the resignation. If this Contract is terminated in this manner, the District shall pay and provide to the District Superintendent all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverage and payment for unused leave the District Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the effective date of his resignation and termination of this Contract plus any applicable post-employment and retirement benefits provided for in this Contract.

C. This Contract may be terminated by the mutual consent, in writing, of the District Superintendent and the Board. If this Contract is terminated in this manner, the District shall pay and provide to the District Superintendent all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and coverage and payment for unused leave the District Superintendent earned, accrued

and/or is entitled to in accordance with this Contract through the mutually agreed upon effective date of the termination of this Contract plus any applicable post-employment and retirement benefits provided for in this Contract and any additional amount mutually agreed upon by the Board and District Superintendent provided that such additional amount shall be in strict compliance with Section 1073(e)(3) of the Public School Code, 24 P.S. §10-1073(e)(3).

D. This Contract shall be terminated upon the death of the District Superintendent, at which time, the District shall pay to the District Superintendent's surviving spouse or estate if no surviving spouse, all of the aggregate compensation, salary, and benefits the District Superintendent earned, accrued and/or is entitled to under this Contract through the date of the District Superintendent's death. In addition, the District shall provide the District Superintendent's surviving spouse with the retirement health benefits and medical insurance provided for in this Contract.

10. 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.

11. Savings.

Should any provision of this Contract be declared illegal or unenforceable by a court of competent jurisdiction, said provision shall be deleted from this Contract to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Contract if not affected by the deleted provision. If at any time thereafter such provision shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

12. Obligations.

This Contract shall be binding upon and shall inure to the benefit of District and its duly authorized representatives and successors. This Contract shall be binding upon and shall inure to the benefit of the District Superintendent and, to the extent applicable, his personal representatives and heirs.

13. Statutory Reference.

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

14. Applicable Law.

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

[Signatures on following page]

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

MIFFLINBURG AREA SCHOOL DISTRICT:

By: _____ 10/15/2026
President, Board of School Directors **Date**

ATTEST: _____ 10.15.2026
Secretary, Board of School Directors **Date**

KENNETH J DADY, JR.:

By: _____ 10-15-2026
Kenneth J Dady, Jr., District Superintendent Date