

POTTSTOWN SCHOOL DISTRICT
DISTRICT SUPERINTENDENT - EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and effective this 17th day of June, 2010, by and between **BOARD OF SCHOOL DIRECTORS OF THE POTTSTOWN SCHOOL DISTRICT**, a Pennsylvania School District of the third class, (hereinafter referred to as the “District” and/or the “Board”); and **DR. REED D. LINDLEY** (hereinafter referred to as “Lindley” and/or “Superintendent”).

W I T N E S S E T H:

WHEREAS, the Board, by action taken at a regularly scheduled public meeting of the Board held on May 20, 2010, duly and lawfully voted to elect Lindley as district superintendent for a three (3) year term beginning July 1, 2010 through June 30, 2013 in accordance with the relevant provisions of Sections 508, 1071 and 1073 of the Public School Code of 1949, as amended; and

WHEREAS, the District desires to provide Superintendent with a written employment agreement in order to, among other things, enhance administrative stability and continuity within the schools which the District believes generally improves the quality of its overall educational program; and

WHEREAS, District and Superintendent believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective

communication between them as they fulfill their governance and administrative functions in the operation of the educational program of the schools; and

WHEREAS, the purpose of this Agreement is for the parties to set forth the understandings governing employment, duties, responsibilities, compensation and fringe benefits reached between the District and Superintendent.

NOW THEREFORE, the parties intending to be legally bound, based upon the mutual considerations and covenants herein, agree as follows:

1. **Service as District Superintendent.** Superintendent shall serve in the capacity of district superintendent for a term of three (3) years commencing July 1, 2010 and ending June 30, 2013.

2. **Duties of Superintendent.** Superintendent agrees to perform well and faithfully the following:

- (a) The Superintendent shall be the Chief Executive Officer of the District and, as such, shall be responsible for:
 - (i) Recommending the employment of all employees and directing and assigning teachers and other employees of the schools under his supervision;
 - (ii) Organizing, supervising, and arranging the administrative and supervisory staff;
 - (iii) Suggesting policies and procedures deemed necessary for the efficient and proper operation of the District;
 - (iv) Recommending annual objectives for the District consistent with the direction and priorities established by the Board;

- (v) Involving the Board no later than the end of February of each year in the preparation of the annual budget;
 - (vi) Providing the Board with information pertinent to its legislative role;
 - (vii) Preparing and submitting to the Board all matters requiring legal action;
 - (viii) Attending all Board meetings as may be required from time to time, and submitting a formal superintendent's report, at the regular meetings;
 - (ix) Informing the Board as to the operation of the school system and making recommendations for the more efficient operation thereof; and
 - (x) Performing all duties incident to the office of district superintendent as set forth in the Public School Code of the Commonwealth of Pennsylvania and such other duties as may be legally prescribed from time to time by the Board;
- (b) The Superintendent shall have a seat on the Board 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 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 Superintendent for study, disposition, or recommendation as is appropriate;
- (c) The 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, from time to time, by the Board;
 - (d) The Superintendent agrees to devote his full-time employment attention, energies, skills and labor to his employment as district superintendent during the term of this Agreement; and
 - (e) The duties of Superintendent require his participation in professional associations and presence on occasion at 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 relating to not more than three (3) professional associations, to be directly related to the Superintendent's duties and appropriate for reimbursement. Expense and academic reimbursement for such activities, as deemed reasonable by the Board, shall be provided in accordance with the policies of the District.

3. **Authority of District and 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 except for any power or rights limited by the express terms of this Agreement.

4. **Compensation and Benefits.** In consideration of the performance of his duties as outlined through this Agreement, Superintendent shall receive the following compensation and benefits:

- (a) Base annual salary for services performed in accordance with this Agreement in the amount of One Hundred Sixty Thousand Three Hundred Twenty-Five (\$160,325.00) Dollars to be paid in installments in accordance with the policy of the Board governing payment of salary to other administrative members of the professional staff. Beginning July 1, 2011 and, as of the beginning of each fiscal year thereafter throughout the term of this Agreement, Superintendent's salary will be adjusted to reflect an increase based upon the Consumer Price Index, for the Philadelphia region, published in March of the year of the increase (by way of example, the salary increase effective July 1, 2011 will be calculated utilizing the CPI published in March 2011) plus one-half (1/2%) of a percent. In the event that there is no increase in the March CPI in a given year during the term of this Agreement, Superintendent shall nonetheless be entitled to receive a salary increase of one-half (1/2%) of a percent on the following July 1st. Any adjustment in the salary made during the term of this

Agreement shall constitute an amendment of this Agreement which shall become a part hereof;

- (b) Retirement benefits and incentives as outlined in paragraphs XIV and XV of the District's Current Act 93 Administrator/Supervisor's Salary and Benefits Agreement in effect as of the date of this Agreement together with an annual contribution to the Superintendent's 457 Plan in an amount equal to one (1%) percent of his then current salary shall be deemed earned as of July 1st of each fiscal year, beginning July 1, 2010, with the deposit for such contribution to be made by the end of January of the then current fiscal year (by way of example, the contribution earned as of July 1, 2010 will be paid into the employee's 457 Plan by the end of January 2011). Superintendent shall have the option, at his sole discretion and only if exercised before July 1st of the fiscal year in which the salary adjustment is to be effective, by providing written notification to the District's human resources department, to have his entire salary increase placed in his respective 457 Plan account. In the event this option is timely elected, and in recognition of the tax savings that will be realized by the District by virtue of this method of payment, the amount of the total salary being placed in the 457 Plan will increase by one-half (1/2%) of a percent but only for the year in which the option to place the entire increase into the 457 Plan is exercised and shall not be considered as part of the Superintendent's base salary for future fiscal years;

- (c) Health insurance benefits (specifically - Group Health Insurance/Hospitalization Plan; Prescription Drug Plan; Health Insurance Retirement; Disability Leave; and Group Dental Insurance - hereinafter collectively referred to as the "Health Insurance Benefits") as offered through the District as of the commencement of Lindley's term as Superintendent for himself and his spouse, in the event a spouse is otherwise unable to secure comparable medical insurance for the same cost from her employer and/or retirement program, until seventy (70) years of age. The parties understand and agree that the Health Insurance Benefits offered to Superintendent during the term of this Agreement shall not be less than those offered as of the commencement of Lindley's term as Superintendent except for those defined by date, meaning, the type of medical plans offered, co-payments and any other benefits that would include an employee financial contribution. These health insurance benefits shall also be available to Superintendent and, if applicable, his spouse in the event he elects to retire during the term of this Agreement; and
- (d) Vacation days totaling thirty (30) days per fiscal year of the District to be taken at the discretion of the Superintendent. The Superintendent must use a minimum of twenty (20) vacation days each year with up to seven (7) days of unused vacation each year being carried over, at Superintendent's discretion, to the next year so long as the same are used within the first six (6) months thereof.

5. **Evaluation.** The evaluation instrument to be utilized for the purposes of evaluating the Superintendent as set forth herein shall be the Total Rewards Program currently utilized by the District (excepting, however, any reference to salary increases or merit pay increases) unless another evaluation instrument is mutually developed and agreed upon by Superintendent and the Board. To the extent Superintendent and the Board wish to mutually develop a new evaluation instrument, the parties shall endeavor to develop and implement the same no later than May 1, 2011, for use during the 2010-2011 school year and each year thereafter. If, for any reason, the Board fails to evaluate the Superintendent by June 1st of any school year, Superintendent's performance for that school year shall be deemed satisfactory.

6. **Election of District Superintendent.** Superintendent's election as district superintendent is subject to the provisions of the Public School Code of 1949 and its amendments thereto.

7. **Compensation Obligations.** The obligation of the District to compensate Superintendent during the term of this Agreement shall be subject to the relevant provisions of applicable law, unless terminated by Superintendent by way of written resignation, or by way of removal of the Superintendent in accordance with applicable law. Furthermore, it is understood and agreed by the parties that the Employment Agreement entered into by the District and Lindley in or about October 2009 while Lindley served the District as an assistant district superintendent is hereby terminated with neither party having any further obligation to the other with regard to the terms and conditions set forth therein.

8. **Investigations by the Board.** In the event the Board directs that any investigation of the 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; (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 strict confidence without disclosure to the general public by the Board or Superintendent of the commencement or progress of any such investigation. Nothing herein shall obligate the Board, however, to share any documentation and/or information deemed to be, in the opinion of the Board, attorney-client privilege or work product information with the Superintendent following the completion of any investigation or inquiry of his conduct or performance.

9. **Discharge or Termination of Superintendent.** This Agreement may be terminated or the obligations of the Superintendent may be discharged upon the occurrence of any one of the following events, to wit:

- (a) Discharge for valid and just cause for the reasons set forth in 24 P.C.S.A. §10-1080 of the Public School Code of the Commonwealth of Pennsylvania;
- (b) Mutual agreement of the parties;
- (c) Resignation by the Superintendent at any time throughout the term of this Agreement provided that he notify, in writing, the Board at least ninety (90) days prior to the intended effective date of resignation and as required by the Public School Code of the Commonwealth of Pennsylvania; or
- (d) Unilateral termination by the Board provided that it notify, in writing, the Superintendent at least one hundred twenty (120) days prior to the intended effective date of the termination.

10. **Death During Employment.** If Superintendent shall die during the term of his employment, District shall pay to the estate of Superintendent the compensation which otherwise would be payable to the District Superintendent up to the end of the month in which Superintendent's death occurs. Thereafter, District shall have no further responsibility hereunder, and this Agreement shall terminate automatically. In the event Superintendent shall die during the term of employment, his spouse shall be eligible for the health insurance benefits to be provided by the District, as set forth in Paragraph 4(c) of this Agreement, until seventy (70) years of age.

11. **Representation of Superintendent.** Superintendent represents that, at all times during the term of employment, he will have a duly issued and validated certificate to act as district superintendent in the Commonwealth of Pennsylvania and agrees to provide a copy thereof to the District upon request. Superintendent agrees to notify District if the foregoing representation is no longer true and correct during any period during the term of employment within five (5) calendar days when Superintendent learned or should have learned that he/she does not have a duly issued and validated certificate as aforesaid. Superintendent agrees that he will maintain all necessary clearances and certifications required by law for the purposes of performing his duties and obligations hereunder.

12. **Provisions in Accordance with School Code.** This Agreement shall not be in violation of any provisions of the School Code and shall be construed as containing and be read in conformity with all provisions of the School Code as it relates to the relationship between a "District" and its "Superintendent."

13. **Compliance with Agreement.** Superintendent shall be required to comply with all aspects of this Agreement, any exception thereto being agreed to only by mutual written consent of the District and Superintendent.

14. **Legal Assistance and Indemnification.** If an action is brought against Superintendent for damages on account of an injury to a person or property, and it is alleged that the act of Superintendent which gave rise to the claim was within the scope of the office or duties of Superintendent, the District shall, upon the written request of Superintendent, defend the action, unless or until there is a judicial determination that such act was not within the scope of the office or duties of Superintendent. Additionally, if an action is brought against Superintendent for damages on account of an injury to a person or property, and Superintendent has given timely prior written notice to the District, and it is judicially determined that an act of Superintendent caused the injury and such act was, or that Superintendent in good faith reasonably believed that such act was, within the scope of his office or duties, the District shall indemnify Superintendent for the payment of any judgment of the suit. This obligation to defend and indemnify Superintendent is consistent with the provisions set forth in the Political Subdivision Tort Claims Act. The District's obligation to defend and/or indemnify Superintendent is limited to and shall not in any way exceed the terms set forth herein. This section shall survive the term of this Agreement.

15. **Professional Certification.** As a condition precedent to this Agreement, Superintendent shall possess and continue to maintain all valid credentials and certifications as may be required, from time to time, by the District and/or the Department of Education for the Commonwealth of Pennsylvania.

16. **Assignment.** This Agreement shall not be assignable by either party without the prior written approval of the other party.

17. **Headings for Reference Only.** The section and paragraph headings in this Agreement are for convenience of reference only and shall not be deemed to modify or limit the provisions and/or terms of this Agreement.

18. **Notices.** Any notice, communication, demand or other writing (a “notice”) required or permitted to be given, made or accepted by any party to this Agreement shall be given by personal delivery or by depositing the same in the United States mail, properly addressed, postage pre-paid and registered or certified with return receipt requested. A notice given by personal delivery shall be effective upon delivery and a notice given by registered or certified mail shall be deemed effective on the second day after such deposit. For purposes of notice, the addresses of the parties shall be, until changed by a notice given in accordance herewith, as follows:

If to the District/Board: Pottstown School District
District Administration Building
230 Beech Street
Pottstown, PA 19464
Attn: Linda S. Adams, Board Secretary

With a required copy to: Stephen H. Kalis, Esquire
Fox Rothschild LLP
747 Constitution Drive, Suite 100
P. O. Box 673
Exton, PA 19341-0673

If to Superintendent: Dr. Reed D. Lindley
283 Continental Drive
Pottstown, PA 19464

19. **Entire Agreement.** This Agreement contains the entire agreement between the parties and may not be changed, amended, modified or superseded, except by written instrument executed by the parties hereto. This Agreement supersedes any and all other agreements between the parties hereto with respect to the subject matter hereof.

20. **Execution and Counterparts.** This Agreement may be executed in two or more counterparts, each of which, when executed by the parties, shall be considered to constitute one and the same instrument.

21. **Possible Illegalities.** If any one provision of this Agreement shall be declared void or invalid by a court of competent jurisdiction, such void or invalid provisions shall not in any way impair the whole Agreement and the remaining provisions shall be construed as if not containing the provisions or provision held to be void or invalid, and the rights and/or obligations of the parties shall be construed and enforced accordingly.

22. **Recitals.** The Parties agree that clauses commonly referred to as “Whereas” clauses or recitals set forth facts and matters that the parties agree upon, and further serve to define and explain the intentions of parties and, as such, the clauses shall be incorporated into and considered to be part of this Agreement and not merely a preamble to the same.


23. **Enforcement of Agreement.** This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and any and all references to the Public School Code of the Commonwealth of Pennsylvania as contained herein shall also refer to and incorporate any amendment or recodification of the same. Furthermore, each and every provision of this Agreement has been mutually negotiated, prepared and drafted and, in connection with the construction of any provision hereof, no consideration shall be given to the

issue of which party actually prepared, drafted or negotiated any provision of this Agreement or its deletion.

IN WITNESS WHEREOF, intending to be legally bound, the parties have hereunto set their hands and seals as of the day and year first above written.

DISTRICT:

POTTSTOWN SCHOOL DISTRICT

Attest: 
Linda S. Adams, Board Secretary

By: 
Richard C. Huss, Board President

SUPERINTENDENT:


Witness


Reed D. Lindley