

**POTTSTOWN SCHOOL DISTRICT**  
**ASSISTANT DISTRICT SUPERINTENDENT – EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** is made this 15th day of July, 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. JEFFREY R. SPARAGANA** (hereinafter referred to as “Sparagana” and/or “Assistant 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 June 17, 2010, duly and lawfully voted to elect Sparagana as assistant superintendent for a three (3) year term effective July 1, 2010 through June 30, 2013 in accordance with the relevant provisions of Sections 508, 1071 and 1077 of the Public School Code of 1949, as amended; and

**WHEREAS**, the District desires to provide Assistant 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 Assistant 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 Assistant Superintendent.

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

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

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

- (a) All such duties as identified through a job description to be compiled by the District's Superintendent together with such further responsibilities and/or changes in duties as he may be directed to perform, consistent with the position of Assistant Superintendent, throughout the term of this Agreement; and
- (b) All such duties consistent with his title in a competent and professional manner, subject to the established policies and regulations of the Board and those of the Commonwealth of Pennsylvania and subject further to the supervision and direction of the District's Superintendent. In addition, Assistant Superintendent agrees to devote his full-time employment attention, energies, skills and labor to the District throughout the term of this Agreement, provided, however, that he may undertake additional assignments related to his scope of duties so long as Assistant Superintendent receives the advanced written approval of the District's Superintendent.

3. **Authority of District.** The District, on its own behalf and on behalf of the electors of the District, hereby retain and reserve all power, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the constitution of the Commonwealth of Pennsylvania.

4. **Compensation and Benefits.** In consideration of the performance of his duties as outlined through this Agreement, Assistant 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 Fifty-Two Thousand Eight Hundred Seventy and 00/100 Dollars (\$152,870.00), 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, Assistant Superintendent's salary shall 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 there is no increase in the March CPI in a given year during the term of this Agreement, Assistant Superintendent shall nonetheless be entitled to receive a salary increase of one-half (1/2%) of a percent beginning the following July 1<sup>st</sup>. 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 Administrators/Supervisor's Salary and Benefits Agreement together with an annual contribution to the Assistant Superintendent's 457 Plan in an amount equal to one (1%) percent of his then current salary which shall be deemed earned as of July 1<sup>st</sup> 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). Assistant Superintendent shall have the option, at his sole discretion, and only if exercised before July 1<sup>st</sup> 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 Assistant 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 Sparagana's term as assistant 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 Assistant Superintendent during the term of this Agreement shall not be less than those offered as of the commencement of Sparagana's term as assistant superintendent except for those defined by date, meaning the types 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 Assistant 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 Assistant Superintendent, subject only to the approval of the District Superintendent. The Assistant 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 Assistant 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 Assistant 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 by Assistant Superintendent and the District Superintendent. The evaluation instrument should be finalized no later than May 1, 2011, for use during the 2010-2011 school year and each year thereafter. In the event that Assistant Superintendent and the District Superintendent cannot mutually develop an evaluation instrument, the District reserves the right

to unilaterally implement an evaluation instrument for use during the 2010-2011 school year and each year thereafter. If, for any reason, the District Superintendent fails to evaluate the Assistant Superintendent by June 1st of any school year, Assistant Superintendent's performance for that school year shall be deemed satisfactory.

6. **Election of Assistant Superintendent.** Sparagana's election as assistant 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 Assistant Superintendent during the term of this Agreement shall be subject to the relevant provisions of applicable law, unless terminated by Assistant Superintendent by way of written resignation, or by way of removal of the Assistant 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 Sparagana in or about October 2009 while Sparagana served the District as Director of Education and Human Resources 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 Assistant Superintendent's conduct or performance be undertaken, Assistant 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 Assistant 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 Assistant Superintendent following the completion of any investigation or inquiry of his conduct or performance.

9. **Discharge and Termination of Assistant Superintendent.** This Agreement may be terminated or the obligations of the Assistant 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 Pa.C.S.A. §10-1080 of the Public School Code of the Commonwealth of Pennsylvania, pursuant to the due process requirements thereof;
- (b) Mutual agreement of the parties;
- (c) Resignation by the Assistant 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 Assistant Superintendent at least one hundred twenty (120) days prior to the intended effective date of the termination.

10. **Death During Employment.** If Assistant Superintendent shall die during the term of this Agreement, District shall pay to the estate of Assistant Superintendent the compensation which otherwise would be payable to Assistant Superintendent up to the end of the month in which Assistant Superintendent's death occurs. Thereafter, District shall have no further responsibility hereunder, and this Agreement shall terminate automatically. In the event Assistant Superintendent shall die during the term of employment, his spouse shall be eligible to receive 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. **Representations of Assistant Superintendent** . Assistant Superintendent represents that, at all times during the term of employment, he will have a duly issued and validated certificate to act an assistant superintendent in the Commonwealth of Pennsylvania and agrees to provide a copy thereof to the District upon request. Assistant Superintendent agrees to notify District if the foregoing representation is no longer true and correct during any period of the term of employment within five (5) calendar days after Assistant Superintendent learned or should have learned that he does not have a duly issued and validated certificate as aforesaid.

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 “Assistant Superintendent.”

13. **Compliance with Agreement**. Assistant 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 Assistant Superintendent.

14. **Legal Assistance and Indemnification**. If an action is brought against Assistant Superintendent for damages on account of an injury to a person or property, and it is alleged that the act of Assistant Superintendent which gave rise to the claim was within the scope of the office or duties of Assistant Superintendent, the District shall, upon the written request of Assistant 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 Assistant Superintendent. Additionally, if an action is brought against Assistant Superintendent for damages on account of an injury to a person or property, and Assistant Superintendent has given timely prior written notice to the District, and it is judicially determined that an act of Assistant Superintendent caused the injury and such act was, or that Assistant Superintendent

in good faith reasonably believed that such act was, within the scope of his office or duties, the District shall indemnify Assistant Superintendent for the payment of any judgment of the suit. This obligation to defend and indemnify Assistant Superintendent is consistent with the provisions set forth in the Political Subdivision Tort Claims Act. The District's obligation to defend and/or indemnify Assistant 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

If to the Assistant  
Superintendent: Dr. Jeffrey R. Sparagana  
2503 Prospect Street  
Reading, PA 19606

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  
Linda S. Adams, Board Secretary

By: Richard C. Huss  
Richard C. Huss, Board President

**ASSISTANT SUPERINTENDENT:**

Joanne Rhoads  
Witness

Jeffrey R. Sparagana