

POTTSTOWN SCHOOL DISTRICT
EMPLOYMENT AGREEMENT OF DISTRICT SUPERINTENDENT

THIS AGREEMENT is made and entered this 24th day of April 2017, by and between BOARD OF SCHOOL DIRECTORS OF THE POTTSTOWN SCHOOL DISTRICT with a mailing address of 230 Beech Street, Pottstown, Pennsylvania, 19464 (hereinafter referred to interchangeably as “*District*” or “*Board*” or “*Board of School Directors*”); and

STEPHEN J. RODRIGUEZ, with a mailing address of 2606 Whittier Avenue, Sinking Spring, Pennsylvania, 19608 (hereinafter referred to interchangeably as “*Rodriguez*” or “*District Superintendent*”).

WITNESSETH:

WHEREAS, the Board of School Directors of the District, at a regularly scheduled meeting, duly and properly called on the 24th day of April 2017, did appoint Rodriguez to the office of District Superintendent in accordance with the provisions of Sections 508, 1071 and 1073 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, in consideration of the promises herein contained, has employed Rodriguez who hereby accepts said employment as District Superintendent of the Pottstown School District for a term commencing on July 1, 2017 and ending on June 30, 2021 (hereinafter the “*Term*”).

This Agreement shall terminate immediately upon the expiration of the aforesaid Term unless the Agreement is sooner modified or terminated in accordance with this Agreement or allowed to renew automatically in accordance with Section 1073(b) of the Public School Code or the provisions of this Agreement.

2. Authority of District and District Superintendent.

The District, on its own behalf and on behalf of the electors of the District, and District 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 save for any power or rights limited by the express terms of this Agreement.

3. Professional Qualifications.

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

4. Duties and Responsibilities.

- A. During the term of this Agreement the District Superintendent agrees to serve as Chief Administrator of the School District and Executive Officer for the Board of School Directors, and to perform the duties of the District Superintendent in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the policies of the District and the provisions of this Agreement.
- B. The District Superintendent shall be charged with the administration of the schools under the direction of the Board of School Directors. The District Superintendent shall be the Chief Executive Officer of the District and, as such, shall be responsible for:
- Planning and initiating programs and policies concerning the organizational, operational and educational function of the District as directed by the Board of School Directors with ultimate responsibility for the execution of these programs and policies;
 - Assisting the Board of School Directors in developing short-range and long-range goals and methods for the Board to evaluate the operational effectiveness of the District;
 - Keeping the Board of School Directors informed by written and oral reports as to the operation and needs of the District;
 - Taking discretionary action in any matters not covered by Board policy and reporting such actions to the Board of School Directors with recommendations for policy as necessary in order to provide guidance in the future;
 - Directing the daily operation of the District schools by organizing, supervising and coordinating the District staff;
 - Arranging for the systematic evaluation of District staff by responsible administrators;

- Recommending the employment of, assigning, and supervising the work of all District employees. Recommending promotion, salary changes, demotion or discharge of any District employee rendering unsatisfactory service;
- Establishing internal administrative operational procedures, rules and regulations relating to personnel, collective bargaining, financial disbursements and accounting requirements, equipment/facilities operation and use, food service and staffing requirements;
- Developing effective staff development programs that are linked to the District's comprehensive plan and the Board of School Directors' goals for the District;
- Communicating directly, or through delegation, all personnel actions by the Board of School Directors to all employees as appropriate and receiving from employees' communication to be made to the Board of School Directors;
- Ensuring that District students have equal access to appropriate educational programs, including pupil personnel, extracurricular activities and other supplemental programs deemed necessary;
- Overseeing a timely review of all curricular areas required by law as well as other subjects the Board may require and making recommendations to the Board of School Directors for the improvement of curriculum;
- Recommending to the Board of School Directors any major changes in texts and time schedules to be used in District schools;
- Providing for appropriate methods of teaching, supervision and administration in the schools, as he deems necessary and reporting to the Board any insufficiencies that are found;
- Directing the development of and making recommendations for the yearly operating budget on a timely basis that reflects the needs of the District and the use of District assets and resources;
- Establishing and maintaining efficient procedures and effective controls for all expenditures of District funds in accordance with the adopted budget;
- Making recommendations regarding the needs for instructional and non-instructional materials and equipment and recommending plans for improvements, alterations or other changes in the buildings or surrounding grounds;
- Serving as the official spokesperson for the District in providing information to the Board, District employees, the media, community and other outside groups/agencies on matters affecting the operation of the District;

- Maintaining, directly or through delegation, adequate records for the schools, including a system of financial accounts, business and property records, personnel, school population and scholastic records which are required by law and Board policy;
 - Interpreting and/or supervising the implementation of all federal and state laws relevant to education; and
 - Other professional duties assigned by the Board of School Directors and in accordance with the direction of the Board.
- C. 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, excepting 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.
- D. The District Superintendent shall be responsible for the total day-to-day administration of the District subject to the direction of the Board. All official contacts between Board Members and the staff of the District shall be through the District Superintendent exclusively. 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 directed by the Board.
- E. The District Superintendent agrees to devote his full time, attention, energies, skills and labor to his employment as District Superintendent during the term of this Agreement provided, however, that the District Superintendent with prior approval of the Board and so long as permitted by law 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 obligations pursuant to this Agreement.
- F. 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, school activities, and graduate education programs is necessary to maintain the knowledge and skills required of his position.

5. Compensation and Benefits.

A. In recognition of the complexity of the position of District Superintendent and the Board's desire to compensate its District Superintendent fairly, and in consideration of the District Superintendent's agreement to perform his duties to the best of his ability, the Board agrees to compensate the District Superintendent in the following manner:

- (a) Salary for service between July 1, 2017 and June 30, 2018 shall be One Hundred Seventy-Eight Thousand Dollars (\$178,000.00) comprised of One Hundred Sixty-Eight Thousand Dollars (\$168,000.00) in base salary, 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, together with an annual contribution to Superintendent's 457 Plan in the amount of Ten Thousand Dollars (\$10,000.00) which shall be deemed earned as of July 1, 2017 with such contribution to be made in accordance with the policy of the Board governing payment of salary to other administrative members of the professional staff;
- (b) Salary for service between July 1, 2018 and June 30, 2019 shall be One Hundred Eighty-Three Thousand Forty Dollars (\$183,040.00) comprised of One Hundred Seventy-Three Thousand Forty Dollars (\$173,040.00) in base salary, 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, together with an annual contribution to Superintendent's 457 Plan in the amount of Ten Thousand Dollars (\$10,000.00) which shall be deemed earned as of July 1, 2018 with such contribution to be made in accordance with the policy of the Board governing payment of salary to other administrative members of the professional staff;
- (c) Salary for service between July 1, 2019 and June 30, 2020 shall be One Hundred Eighty-Eight Thousand Two Hundred Thirty-One Dollars and Twenty Cents (\$188,231.20) comprised of One Hundred Seventy-Eight Thousand Two Hundred Thirty-One Dollars and Twenty Cents (\$178,231.20) in base salary, 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, together with an annual contribution to Superintendent's 457 Plan in the amount of Ten Thousand Dollars (\$10,000.00) which shall be deemed earned as of July 1, 2019 with such contribution to be made in accordance with the policy of the Board governing payment of salary to other administrative members of the professional staff;

- (d) Salary for service between July 1, 2020 and June 30, 2021 shall be One Hundred Ninety-Three Thousand Five Hundred Seventy-Eight Dollars and Fourteen Cents (\$193,578.14) comprised of One Hundred Eighty-Three Thousand Five Hundred Seventy-Eight Dollars and Fourteen Cents (\$183,578.14) in base salary, 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, together with an annual contribution to Superintendent's 457 Plan in the amount of Ten Thousand Dollars (\$10,000.00) which shall be deemed earned as of July 1, 2020 with such contribution to be made in accordance with the policy of the Board governing payment of salary to other administrative members of the professional staff;
- (e) Establishment and funding of a flex spending account in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) each year throughout the Term of this Agreement for the benefit of Superintendent; and
- (f) The District retains the right to adjust the District Superintendent's annual salary during the term of this Agreement and any extension thereof, provided that such adjustment shall not reduce the annual salary in effect at any given time without the written approval of the District Superintendent.

B. In addition to the annual salary set forth herein, the District Superintendent shall receive and the District shall provide and pay for the benefits in accordance with **Appendix A**, which is attached hereto and incorporated herein by reference.

6. Assessment of Performance.

- A. The Board shall evaluate, in writing, the performance of District Superintendent at least once a year during the term of this Agreement, no later than January 1st of each year (beginning January 1, 2018), unless the parties mutually agree in writing on another date for the annual evaluation. 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. In the event the Board consensus determines that the performance of District Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to the District Superintendent. The District Superintendent shall have the right to make a written response to the evaluation. The Board's evaluations and District Superintendent's response(s) shall be totally private and in no manner become public knowledge or conversation, except as otherwise expressly required by state or federal law.
- B. The performance assessment shall be used for the following purposes:

- (a) To strengthen the working relationship between the District and District Superintendent and to clarify for District Superintendent and individual members of the Board of School Directors the responsibilities the Board relies on District Superintendent to fulfill;
 - (b) To discuss and establish goals for the ensuing year; and
 - (c) To establish the basis for possible incremental adjustments in the annual salary rate for District Superintendent.
- C. The performance of the District Superintendent shall be assessed in part against mutually agreed upon objective performance standards which will include, by way of example only and not by way limitation, such areas as continuous improvement planning, curriculum development, instruction and community vision to promote, enhance and sustain a positive school environment. The District shall post the mutually agreed upon objective performance standards on the District website and shall also annually post whether or not the District Superintendent met the agreed upon objective performance standards.

7. Investigations by the Board.

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 will be granted the opportunity to respond, verbally or in writing, to any documents, findings or conclusions derived from such an investigation at the conclusion of the investigation. 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 unless charges are brought for discipline or dismissal. Nothing herein shall obligate the Board to share attorney-client privileged or work product information with the District Superintendent following the completion of any investigation of his conduct or performance.

8. Professional Liability.

The Board agrees that it will 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 or in his official capacity as agent and employee of the Board, provided the incident arose while the District Superintendent was acting, or reasonably believed he was acting, within the scope of his employment. This obligation shall survive the termination of this Agreement.

9. Termination.

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

- A. The District Superintendent shall be subject to discharge and termination of this Agreement for valid and just cause 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.

- B. This Agreement 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 written notice prior to the effective date of the resignation. The requirement of the ninety (90) day notice shall be waived by the Board in the event that it is believed that Rodriguez a may sustain a materially adverse impact (defined as being a reduction in excess of Ten Thousand (\$10,000.00) Dollars) in his pension benefits due any amendments enacted affecting the Public School Employees Retirement Code (hereinafter "PSERS") which he may suffer if otherwise required to fulfill the ninety (90) day notice requirement as set forth in this Section 9B. If this Agreement 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 coverages and payment for unused leave, the District Superintendent earned, accrued and/or is entitled to in accordance with this Agreement through the effective date of his resignation and termination of this Agreement plus any applicable post-employment and retirement benefits provided for in this Agreement. If the notice required herein is not given, any post employment benefits or accrued benefits, in accordance with Appendix A, shall be forfeited unless the Board agrees to the contrary.
- C. This Agreement may be terminated by the mutual consent, in writing, of the District Superintendent and the Board. If the parties mutually agree to terminate this Agreement in this manner, the District will pay and provide to the District Superintendent all of the aggregate compensation, salary, and benefits, upon the last day of employment or the next pay period, including but not limited to insurance premiums and coverages and payment for unused leave, the District Superintendent earned, accrued and/or is entitled to in accordance with this Agreement through the mutually agreed upon effective date of the termination of this Agreement plus any applicable post-employment and retirement benefits provided for in this Agreement.
- D. Notwithstanding any other provision of this Agreement, the Board may, without cause and for any non-discriminatory reason consistent with the law, terminate this Agreement by giving at least ninety (90) days written notice to the District Superintendent prior to the effective date of the proposed termination of this Agreement and by obtaining the District Superintendent's written confirmation accepting the early termination of this Agreement. If the Board terminates this Agreement in this manner, the District shall immediately pay and provide to the District Superintendent all of the aggregate compensation, salary and benefits, including insurance premiums and coverages and payment for unused leave, the

District Superintendent earned, accrued, and/or is entitled to in accordance with this Agreement through the Term of this Agreement plus all post-employment and retirement benefits provided for in this Agreement. Such payment shall also include, but not be limited to, the current annual salary.

- E. This Agreement shall be terminated upon the death of the District Superintendent, at which time, the District shall pay to the District Superintendent's estate and/or heirs all of the aggregate compensation, salary, and benefits the District Superintendent earned, accrued and/or is entitled to under this Agreement through the date of the District Superintendent's death.

10. Modification.

This Agreement 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. Severability.

Should any provision of this Agreement be declared illegal or unenforceable by a court of competent jurisdiction, said provision shall be deleted from this Agreement to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Agreement 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. Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of District and its duly authorized representatives and successors. This Agreement 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. Governing Law.

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

15. Multiple Counterparts.

This Agreement may be executed in multiple counterparts with each counterpart, when so executed, to be considered as one and the same instrument.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

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

POTTSTOWN SCHOOL DISTRICT:

By: _____
Amy B. Francis, President
Board of School Directors _____
Date

ATTEST: _____
Linda S. Adams, Secretary
Board of School Directors _____
Date

DISTRICT SUPERINTENDENT:

By: _____
Stephen J. Rodriguez,
District Superintendent _____
Date

APPENDIX "A"

DISTRICT SUPERINTENDENT'S ADDITIONAL BENEFITS

1. The District Superintendent shall receive all benefits and incentives provided to administrators in the District's administrator compensation plan adopted pursuant to Section 1164 of the Public School Code, (hereinafter the "Act 93 Agreement") in effect as of the commencement of his term as District Superintendent, even though such benefits are not expressly enumerated in this Agreement. It is understood that if the District enters into a new Act 93 Agreement during the term hereof, the District Superintendent shall not have any benefits and/or incentives reduced with the exception of the type of insurance coverages offered and/or required employee contributions which shall be offered for single coverage of the District Superintendent only. 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.

2. The District Superintendent shall carry forward in this Agreement and be credited on the first day of this Agreement with all of his unused vacation leave accrued during his employment with the District which he may take at any time during the term hereof without limitation as to any carryover and/or use restrictions associated with any other vacation leave provided as a part of this Agreement and as hereinafter referenced. In addition to all carry forward vacation leave as hereinbefore referenced, the District Superintendent shall receive thirty (30) days of vacation leave with full pay, which shall be credited in full and effective as July 1st of each year of this Agreement. No more than three (3) weeks vacation may be taken consecutively without express approval of the Board of School Directors. On June 30th of each year of this Agreement, at the direction and in the sole discretion of the District Superintendent, the District shall pay the District Superintendent for up to a maximum of five (5) days of unused vacation leave at the rate of one hundred dollars (\$100.00) per day for each day of unused vacation leave.

The District shall pay the District Superintendent for unused days of vacation leave at the time this Agreement is terminated for any reason, whether voluntarily or involuntarily, including but not limited to retirement, resignation, termination, death, mutual consent, or non-renewal of this Agreement, at which time the District shall pay the District Superintendent his then-current per diem rate of pay for each day of unused vacation leave. ("Per diem rate of pay" as the term is used throughout this Agreement shall be calculated by dividing the District Superintendent's then-current annual salary by 260).

In addition, the District Superintendent shall receive, with full pay, all holidays available to twelve-month administrative employees covered under the School District's administrator compensation plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164) ("Act 93 Agreement").

3. The District Superintendent shall be fully reimbursed by the District for appropriate expenses which are incurred for School District purposes or School District business,

upon approval of the Board of School Directors. This shall include reimbursement for mileage associated with the use of his private vehicle in the performance of the District Superintendent's duties (except for daily commute/travel to and from the workplace together with intra-district travel) which said reimbursement shall be based on the current mileage allowance as established by the Internal Revenue Service ("IRS"), as the same may be changed or modified from time to time by the IRS. Such expense reimbursement costs shall be estimated for budget purposes and approved by the Board in accordance with Board policy and procedures.

4. The District Superintendent shall carry forward in this Agreement and be credited on the first day of this Agreement with all of his unused sick leave accrued during his employment with the District. In addition, the District Superintendent shall receive twelve (12) days of sick leave with full pay each year of this Agreement, which shall be credited in full on July 1st of each year of this Agreement. In addition, the unused portion of such allowance of vacation leave shall accrue from year to year without limit.

The District shall pay the District Superintendent for unused days of sick leave at the time this Agreement is terminated for any reason, whether voluntarily or involuntarily, including but not limited to retirement, resignation, termination, death, mutual consent, or non-renewal of this Agreement, at which time the District shall pay the District Superintendent twenty-five percent (25%) of his then-current per diem rate of pay for each day of unused sick leave up to a maximum payment for two hundred fifty (250) days of unused sick leave. ("Per diem rate of pay" as the term is used throughout this Agreement shall be calculated by dividing the District Superintendent's then-current annual salary by 260).

The District Superintendent may use his days of sick leave to care for members of his immediate family. Days of sick leave used for members of the District Superintendent's immediate family will be deducted from his allocated sick leave in the same manner as those used for the District Superintendent's own illness.

5. Upon the time the District Superintendent qualifies as an annual annuitant of PSERS, he shall be entitled to continue his existing medical insurance coverage, for single coverage only, until he reaches seventy-two (72) years of age. Should the District change its health care plans, he agrees to migrate to the new plan and shall be responsible to make the same annual contribution toward single coverage as the administrators under the Act 93 Agreement. The District Superintendent, in his sole discretion, may elect which years to receive this benefit and he will not be required to start this benefit immediately upon retirement from the Pottstown School District. This obligation shall survive the termination of this Agreement.
6. The District shall obtain and pay the full cost of the premiums for the purchase of a term life insurance policy for the District Superintendent in an amount equal to Fifty Thousand (\$50,000.00) Dollars. The District Superintendent shall have the sole right to determine the beneficiary of such policy.

7. Upon the time the District Superintendent retires from the District and provided he qualifies as an annual annuitant with PSERS, the District will either continue to maintain in full force and effect or, if required depending upon the requirements of the District's current life insurance plan then in effect, purchase a minimum twenty (20) year (level premium) term life insurance policy (or such longer term policy if available to remain in effect for the lifetime of the District Superintendent) in the amount of Fifty Thousand (\$50,000.00) Dollars. The District will pay, at its sole cost, the entire premium for the life insurance policy throughout the term of said policy. The District Superintendent shall have the sole right to determine the beneficiary of such policy. This obligation shall survive the termination of this Agreement.