

NEW BUSINESS

A RESOLUTION OF THE BOARD OF PUBLIC EDUCATION OF THE SCHOOL DISTRICT OF PITTSBURGH ACCEPTING THE RESIGNATION OF MARK ROOSEVELT AS SUPERINTENDENT, APPOINTING MARK ROOSEVELT TO THE POSITION OF SUPERINTENDENT, APPROVING A NOVATION OF THE CONTRACT BETWEEN MARK ROOSEVELT AND THE SCHOOL DISTRICT DATED AUGUST 29, 2005 AS AMENDED ON MARCH 12, 2007 AND AUTHORIZING A CONTRACT BETWEEN MARK ROOSEVELT AND THE SCHOOL DISTRICT.

WHEREAS, the Board of Public Education of the School District of Pittsburgh ("Board") adopted a Resolution appointing Mark Roosevelt to the position of Superintendent of Schools for the period August 29, 2005 to August 28, 2008; and

WHEREAS, the Board approved an amendment to said agreement on March 21, 2007 to extend the term of the contract for a period of three years for a total term of six years as authorized under the Public School Code of 1949, as amended; and

WHEREAS, the Board wishes to approve a novation of said agreement and approve a successor agreement to extend for the period August 29, 2009 through August 28, 2014; and

WHEREAS, the School Code provides that such an action can only occur when a vacancy exists in the office of the Superintendent;

NOW, THEREFORE, be it resolved and it is hereby resolved as follows:

1. Mark Roosevelt hereby tenders his resignation as Superintendent of the School District of Pittsburgh effective October 21, 2009.

2. In a contemporaneous action, the Board of School Directors hereby appoints Mark Roosevelt to the position of Superintendent of Schools for the period August 29, 2009 to August 28, 2014, a period of five years pursuant to applicable provision of the Public School Code of 1949, as amended.

3. The Board of School Directors hereby approves a contract with Mark Roosevelt for the period set forth in paragraph two containing the terms set forth in attachment A subject to the approval of Ira Weiss, Esquire, Solicitor of the School District which contract shall constitute a novation of the agreement dated August 29, 2005 as amended on March 12, 2007.

4. The appropriate officers of the Board are authorized, empowered and directed to execute said agreement on behalf of the District and further, to execute all necessary application for the issuance of a Superintendents commission by the Secretary of Education.

5. The Superintendent shall forthwith file the necessary application for the issuance of said commission.

RESOLVED this 21st day of October, 2009.

ATTEST:

**BOARD OF PUBLIC EDUCATION
OF THE SCHOOL DISTRICT OF
PITTSBURGH**

Secretary

By _____
President

October 21, 2009

EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

This Employment Contract (this "Contract"), effective as of August 29, 2009 is

BY AND AMONG

THE SCHOOL DISTRICT OF PITTSBURGH, hereinafter referred to as the "District", THE BOARD OF SCHOOL DIRECTORS OF THE SCHOOL DISTRICT OF PITTSBURGH, hereinafter referred to as the "Board",

AND

MARK ROOSEVELT, hereinafter also referred to as "Superintendent."

WITNESSETH THAT:

WHEREAS, the Board appointed Mark Roosevelt as Superintendent of Schools for the District, for a term of three (3) years effective August 29, 2005; and

WHEREAS, the parties executed an employment contract setting forth the terms of the agreement between Superintendent and the District; and

WHEREAS, the Board approved an amendment to said agreement on March 21, 2007 to extend the term of the contract for a period of three (3) years through August 28, 2011; and

WHEREAS, the parties executed an amendment to the employment contract for Superintendent of Schools; and

October 21, 2009

WHEREAS, the Board, by resolution, has effected a novation of the agreement; accepted the Superintendent's resignation; reappointed Superintendent, and approved execution of a contract setting forth the terms contained herein, all as of August 29, 2009.

NOW, THEREFORE, the District and Superintendent, for the consideration herein specified, and intending to be legally bound hereby, agree as follows:

I. TERM.

The Board employs Mark Roosevelt as Superintendent of Schools for a term of five (5) years, from and including August 29, 2009 through August 28, 2014, and Mark Roosevelt accepts employment in that position for the above mentioned term.

II. NATURE OF AGREEMENT

This is an agreement for the performance of professional services as Superintendent by Mark Roosevelt, who shall not be assigned to any other position or have his legally mandated duties reassigned to others without his prior notice in writing and written consent. The Board applied to the Pennsylvania Department of Education for a waiver from certain provisions of 24 P.S. § 10-1003 and 22 Pa. Code § 49.172, so as to allow Superintendent to be eligible to serve as Superintendent and provide for the issuance by the Pennsylvania Department of Education of a commission to Superintendent. Superintendent and the Board cooperated in taking all steps necessary to obtain the mandate waiver and commission. The Pennsylvania Department of Education thereafter issued the Superintendent a waiver and a commission. Superintendent, as a condition of continued employment, shall maintain throughout the term of his employment as Superintendent, a valid and appropriate commission to act as Superintendent as prescribed by the laws and regulations of this Commonwealth. The Board shall cooperate with Superintendent to extend or renew the mandate waiver and to maintain a valid and appropriate commission.

III. SCHOOL CODE AND SUPERINTENDENT'S PERFORMANCE

Superintendent agrees that during his service as Superintendent of Schools, he shall carry out, in a competent and professional manner, all of the duties prescribed for the Office of Superintendent by the Public School Code of 1949, as now or hereafter amended or reenacted.

IV. RESIDENCE.

Superintendent, as a condition of his appointment and continued employment as superintendent, agrees to establish his temporary and permanent residence within the geographical boundaries of the District.

V. BOARD MEETINGS AND REGULATIONS.

Superintendent, as Superintendent and Board member ex officio, or his designee, shall have the right to and shall attend all meetings of the Board and all Board committee meetings, both open and closed, and may participate in the deliberations of the Board at all such meetings, with the exception of those closed meetings of the Board involving Superintendent's evaluation, consideration of the terms of Superintendent's employment as set forth in this Contract and/or when the Board is acting as a tribunal and Superintendent is part of the prosecution of the matter before the Board and therefore is disqualified by law from participating in Board deliberations.

VI. GOVERNANCE MANAGEMENT COMPACT

By this Contract the Board and Superintendent acknowledge their collective responsibility to govern and manage the District with integrity and as good stewards of the public trust. As such, they agree to work collaboratively as a team, to abide by the following principles, and to be held accountable for their performance as a leadership team.

A. Operating Principles

1. The common purpose is to lead a learning community that is focused on helping all students achieve success in reaching high educational standards.

2. That purpose will guide decisions regarding Board policy, management and operation of the District.

3. As agents of the state, they will operate according to the established laws, rules, and regulations of the Commonwealth of Pennsylvania and the United States of America.

4. In performing their duties, they will demonstrate the highest standards of ethical and professional conduct, and will treat each other and everyone with whom they interact with dignity and respect.

5. As stewards of the public trust, they will govern and manage the District responsibly to serve the current and future needs of the community.

6. As a team, they will work together. Superintendent is responsible for informing the Board and recommending to the Board policies (e.g., budget) and actions (e.g., personnel), while the Board is responsible for considering Superintendent's advice and approving or disapproving it.

B. Role of the Board of School Directors

The Board recognizes that the legal authority of the Board lies with the collective body, not with individual members. Therefore, the Board members will work collaboratively to make good policy decisions. The primary work of the Board involves six major areas:

1. Planning - The Board shall:

(a) Work with Superintendent and the community to establish strategic direction for the District by adopting and annually reviewing a strategic plan that describes the vision, mission, values, priorities, strategies, educational standards and methods of assessment.

(b) Adopt an annual budget plan that is aligned with the District's priorities and student learning objectives as described in the strategic plan.

2. Policymaking - The Board shall:

(a) Establish and regularly review policies that define the Board's structure, rules of procedure, communication and decision-making processes, code of conduct, and other policies that pertain to the governance function.

(b) Establish and regularly review policies that state expected results in regard to the educational and operational functions of the District.

(c) Establish and regularly review policies that describe the relationship and division of responsibilities between the Board and Superintendent.

3. Monitoring - The Board shall:

(a) In collaboration with Superintendent, establish objective criteria for assessing the performance of Superintendent in managing District operations and conduct regular performance reviews.

(b) Adopt measures of assessing student achievement and request regular progress reports.

(c) Adopt objective criteria for monitoring progress toward District priorities.

(d) Maintain fiscal oversight by routinely reviewing reports on income and expenditures, audits, and financial planning documents.

October 21, 2009

(e) Monitor its own performance through the establishment of performance priorities and regular self-assessment, including improvement strategies such as Board professional development.

4. Communicating - The Board shall:

(a) Establish and honor procedures for public and staff input into Board policy decisions.

(b) Encourage public input.

(c) Maintain open and honest communications among all members of the Board and Superintendent and with the public.

(d) Establish and monitor procedures for regular reporting of student achievement data and progress on District goals to parents and the general public.

(e) Create partnerships with other community service providers, when appropriate, to support the success of all children.

5. Advocating - The Board shall:

(a) Serve as a public advocate for the District and the children and youth who live in the District.

(b) Maintain communications with other federal, state and local policymakers in regard to public policies that impact education and children.

6. Facilitating Leadership and Accountability – Board Covenants

(a) The Board acknowledges that in order to provide effective leadership for the District and to accomplish the District goals and priorities, Superintendent must have a leadership and administrative team compatible and aligned with his vision of reform and therefore must have authority as to staff.

October 21, 2009

(b) In order to facilitate effective leadership and accountability, the Board will not be involved in personnel supervision or evaluation or other personnel matters except as requested by Superintendent, and the Board acknowledges Superintendent's responsibility and accountability for these matters. Similarly, Superintendent will establish the procedures for interviewing, recommending, and hiring building principals and other management staff, and the Board will not hire or terminate employment of any building principal or other management staff except in accordance with procedures established by Superintendent and with Superintendent's recommendation. The procedures established by Superintendent will conform to the School Code and other applicable law. The recommendations will be based in part on the frequent and open communication with Board members referred to in Paragraph C below.

C. Role of Superintendent

As the Chief Executive Officer and educational leader, the primary responsibility of Superintendent is to provide leadership and organizational management for the total operation of the District and to be accountable to the Board of School Directors for District performance. Superintendent shall be guided by the policies of the Board of School Directors, shall maintain frequent and open communications with all members of the Board, and shall work collaboratively with the Board to inform them of the decision-making process.

It shall be the duty of Superintendent to:

- (a) Establish an organizational structure and educational programs that are conducive to creating conditions of success for all students to meet high educational standards.
- (b) Provide leadership in the development and regular review of the District's strategic plan and the establishment of annual priority goals and student learning objectives.

October 21, 2009

- (c) Establish procedures for interviewing, recommending, and also demoting and/or terminating employment of building principals and other management staff.
- (d) Recommend for Board action the hiring of appropriate and qualified staff to carry out District goals.
- (e) Monitor student and staff performance and provide regular feedback to the Board.
- (f) Provide leadership to, supervise, direct, and evaluate building principals and other management staff and all District professional employees.
- (g) Maintain prudent fiscal oversight and recommend for Board action annual budget plans that are aligned with the District priorities and student learning objectives.
- (h) Provide qualitative data and information to all members of the Board to help them make good policy decisions.
- (i) Maintain positive relationships with community stakeholders, including the Union representatives of the professional and non-professional employees and administrators.
- (j) Plan for and recommend professional development plans that meet the needs of individual staff members as well as District priority goals and student instructional needs.
- (k) Create partnerships with other community service providers, when appropriate, to support the success of all children.
- (l) Practice and institutionalize within the District the concept of continuous improvement.

(m) Serve as a public advocate for the District and the children and youth who live in the District.

VII. PERFORMANCE PRIORITIES.

Development of Priorities. Superintendent shall, by July 1 of each year of this Contract, submit for the Board's consideration and adoption no later than September 30 of each year a list of priorities for the District. The final priorities approved by the Board shall be reduced to writing and shall be the primary criteria on which Superintendent's performance will be reviewed and evaluated (the "Agreed Upon Performance Priorities"). The Agreed Upon Performance Priorities established in each year shall therefore serve as the primary criteria on which Superintendent's performance will be evaluated for the contract year commencing August 29 in such year.

VIII. ANNUAL EVALUATION.

A. Confidentiality. Unless Superintendent expressly requests otherwise in writing, or required by law, the evaluation of Superintendent shall at all times be conducted in closed session and shall be considered confidential to the extent permitted by law and with the input of Superintendent. Nothing herein shall prohibit the Board or Superintendent from sharing the content of Superintendent's evaluation with their respective legal counsel.

B. The Board shall evaluate and assess the performance of Superintendent in his capacity as Superintendent. Superintendent shall be responsible for notifying the Board in writing of the need to perform the evaluations in sufficient time to permit the Board to assemble itself in order to properly carry out that responsibility. The evaluation format and procedure shall be mutually agreed as set forth below and in accordance with the Board's policies and state and

October 21, 2009

federal law. The evaluation process shall be confidential, and confidentiality will be maintained by Superintendent and Board members and staff.

C. The Board shall evaluate and assess the performance of Superintendent at Board retreats two (2) times during each year of this Contract (August 29 – August 28). The dates for these retreats shall be scheduled at the mutual convenience of the Board and Superintendent. The Superintendent shall be responsible for scheduling the retreats. In the second of these retreats during each contract year, the Board shall evaluate and assess the performance of Superintendent, determine whether the Superintendent met the Agreed Upon Performance Priorities for such contract year, and reduce that evaluation and assessment to writing, not later than August 31 of each year under this Contract.

D. Superintendent and the Board agree to conduct these evaluations in the manner adopted by the Board for the August 2009 evaluation unless changes are mutually agreed upon.

IX. COMPENSATION.

In consideration for the proper discharge of Superintendent's responsibilities, the Board agrees to the following annual salary for Superintendent. Superintendent shall be assumed to have met the Agreed Upon Performance Priorities in any year that the Board does not meet its responsibilities under the Governance Management Compact or prepare a written evaluation of the Superintendent's performance by August 31. Any dispute under this provision may be subject to arbitration under the dispute resolution provisions of this Contract. The annual salary shall be paid in accordance with the schedule for administrative employees of the District.

Effective retroactive to August 29, 2009, two hundred twenty-five thousand dollars (\$225,000.00) because the Superintendent met the Agreed Upon Performance Priorities established in 2008.

October 21, 2009

Effective August 29, 2010, two hundred forty thousand dollars (\$240,000.00) assuming that Superintendent meets the Agreed Upon Performance Priorities during the second year August 29, 2009 – August 28, 2010. If Superintendent does not attain the Agreed Upon Performance Priorities as provided herein during such second year, the salary effective August 29, 2010 shall be two hundred thirty thousand dollars (\$230,000.00).

Effective August 29, 2011, Superintendent's salary shall be increased fifteen thousand dollars (\$15,000.00) assuming that Superintendent meets the Agreed Upon Performance Priorities during the third year August 29, 2010 – August 28, 2011. If the Superintendent does not attain the Agreed Upon Performance Priorities as provided herein during such third year, his salary shall increase five thousand dollars (\$5,000.00).

Effective August 29, 2012, Superintendent's salary shall be increased fifteen thousand dollars (\$15,000.00) assuming that Superintendent meets the Agreed Upon Performance Priorities during the fourth year August 29, 2011 – August 28, 2012. If the Superintendent does not attain the Agreed Upon Performance Priorities as provided herein during such fourth year, his salary shall increase five thousand dollars (\$5,000.00).

Effective August 29, 2013, Superintendent's salary shall be increased fifteen thousand dollars (\$15,000.00) assuming that Superintendent meets the Agreed Upon Performance Priorities during the fifth year August 29, 2012 – August 28, 2013. If the Superintendent does not attain the Agreed Upon Performance Priorities as provided herein during such fifth year, his salary shall increase five thousand dollars (\$5,000.00).

X. BENEFITS.

A. In addition to the other benefits provided herein, Superintendent shall receive health and dental insurance benefits applicable to 12-month administrative employees within the

October 21, 2009

District. Superintendent will be entitled to forty-six (46) personal leave days annually for use as desired or needed for vacation, sickness, or personal or bereavement leave ("Personal Leave Days"). At the end of each contract year (August 28), but no later than the first September 30 following the end of such contract year, the District will reimburse Superintendent at the rate of \$1,000 per day for Personal Leave Days accrued but unused during such contract year, up to a maximum of 20 days. As of the end of each contract year, any additional unused Personal Leave Days for such preceding contract year will be forfeited and not carried over to any subsequent contract year. Except as provided in Section XIX, upon termination of Superintendent's employment other than at the end of the term of this Contract (where the second preceding sentence applies), Superintendent will be compensated by the District for unused Personal Leave Days at the rate for "retirees payment" (50% of per diem rate based on final year salary divided by the number of regular work days in a calendar year). Effective August 2009 and for the term of this Contract, the District will pay the cost of a life insurance policy as designated by Superintendent in an amount equal to \$28,650 per year, with such payment to be made in August of each year or, for 2009, by October 31, 2009. The District shall also pay to maintain in effect for the duration of this Contract a term life insurance policy with the Superintendent as owner in the amount of \$400,000.00. The District will reimburse Superintendent for a disability insurance policy with respect to Superintendent's potential disability at a cost equal to \$15,000 per year or any lesser amount required by the disability insurance policy selected by Superintendent. In addition to the above, for each year of completed service as Superintendent, the District will continue to pay the cost of a life insurance policy as designated by Superintendent in an annual amount equal to \$28,650, with such payment commencing in the first August following Superintendent's separating from service with the District (as defined in Section 409A of the

October 21, 2009

Internal Revenue Code of 1986, as amended (the "Code") and the regulations thereunder) and continuing in each August thereafter based on two (2) years of payments for each year of completed service as Superintendent under this Contract and under any prior agreements between the District and Superintendent ("deferred life insurance payments"). Should the Superintendent die prior to receiving all of the amounts that would have otherwise been payable as deferred life insurance payments, seventy-five (75%) of the amount of the deferred life insurance payments which would have been paid to Superintendent shall be paid by the District to his wife in each month when such payments would otherwise have been made under the immediately preceding sentence, if she should survive him and for only as long as she survives him, provided the Superintendent completed the entire term of this Contract. In the event the Superintendent did not complete the entire term of this Contract, the District shall have no obligation to continue payments to Superintendent's wife and the obligation of the District to make deferred life insurance payments shall cease upon Superintendent's death. In addition to other payments provided for in this Contract, within twenty-one (21) days following the execution of this Contract by all parties, the District shall pay the Superintendent in cash \$16,150, less applicable employee withholding taxes. This Contract shall not be interpreted to duplicate any benefit.

B. Personal Leave Days shall be taken at Superintendent's discretion, after notice to the Board President as to timing.

C. The District shall pay Superintendent's membership charges and costs for membership in such professional groups as the Board and Superintendent believe are necessary to maintain and improve his professional skills or to adequately represent the Board and the school system. The District shall pay for the costs of attending and participating in all meetings

October 21, 2009

of such organizations, including reimbursement of all reasonable costs of attending professional meetings of such organizations. The District shall not treat any such payment as resulting in taxable income to Superintendent, consistent with applicable law.

D. In the event of public controversy, or for any other reason, if the Board or Superintendent deems it necessary, the Board will provide appropriate security measures for the safety of Superintendent and/or his family.

E. The District will provide Superintendent a maximum reimbursement payment of \$5,000.00 to defray the cost of moving additional belongings of Superintendent to Superintendent's residence from New Mexico. As a condition to receipt of such reimbursement, Superintendent shall provide the District with copies of receipts for such moving expenditures and the District shall pay such reimbursement to Superintendent promptly following delivery to the District of such receipts.

F. Superintendent acknowledges that he will be solely responsible for all his income taxes and the employee's share of employment taxes, if any, associated with the payments he receives and/or those made on his behalf as a result of this Contract. The District shall withhold income taxes and employment taxes due on such payments from such payments or from other cash compensation payable to Superintendent hereunder, to the extent required by law.

XI. NOTIFICATION OF ABSENCE FROM WORK.

A. When Superintendent intends to be absent from the District for three (3) or more consecutive days for any reason, he shall notify the President of the Board in writing at least five (5) work days prior to the absence except in the event of a personal or family emergency. In such cases, the Board President shall be notified as soon as possible.

October 21, 2009

B. In the event Superintendent will be hospitalized for non-emergency purposes, Superintendent shall give the Board at least three (3) days written notice of each hospitalization

XII. TRANSPORTATION, TECHNOLOGY AND COMMUNICATION.

A. Transportation. In light of the unique nature of the professional duties of Superintendent of Schools, the District shall make available to Superintendent for professional or District purposes an automobile, and if desired a security person as a driver, on the same terms and conditions as made available to prior Superintendents. If the Superintendent chooses to travel in his personal vehicle for travel in or out of the District for professional or District purposes (other than daily commuting to and from work), he shall be reimbursed at the same rate provided for the District's administrative employees.

B. Cellular Telephone Allowance, Computer, Fax Machine and Personal Services. The District will reimburse Superintendent for monthly or other costs associated with modem, telephone lines, access to the internet and fax machine to be installed and maintained for Superintendent's business involving the District and deminimus personal use in his home office, all at the sole cost and expense of the District. The District shall also reimburse Superintendent for the monthly cost of a cellular telephone to be used for such business and deminimus personal purposes.

XIII. PROFESSIONAL BUSINESS EXPENSES.

A. The District shall pay the legal costs incurred by Superintendent in connection with negotiation of this Contract by paying such legal costs as Superintendent incurs such costs, which will not be subject to tax withholding, consistent with applicable law. The District also shall pay in cash to Superintendent, on or before December 31, 2009, an amount equal to twenty

October 21, 2009

percent (20%) of the total amount of such legal costs, which amount will be subject to tax withholding, consistent with applicable law.

B. The District shall reimburse Superintendent for reasonable expenses not to exceed \$6,000 each contract year (August 29 – August 28) incurred by Superintendent on behalf of the District and not otherwise provided for in this Contract. This amount may be increased in any contract year if supported by a reasonable request to the Board. The Board recognizes that Superintendent shall incur such expenses from time to time as the Board's representative in the pursuit of educational excellence, private financing, grants and for other reasons. Superintendent shall file itemized expense statements monthly with the Board for reimbursement of these expenses. The reimbursements are subject to Board approval which shall not be unreasonably withheld or delayed. Provided that Superintendent files such itemized expense statements, the District shall not treat such reimbursement of expenses as resulting in taxable income to Superintendent, consistent with applicable law.

XIV. PROFESSIONAL ORGANIZATIONS.

Superintendent may attend such meetings, conferences, or seminars for professional growth relevant to education in the District up to five (5) work days each contract year with notice to the Board. As to work days and attendance at such meetings, conferences, or seminars outside of Southwestern Pennsylvania, Superintendent shall provide the Board with at least thirty (30) days advance written notice. As to work days and attendance at such meetings, conferences, or seminars beyond five (5) days, Superintendent shall provide the Board with at least twenty (20) days advance written notice. Additional days may be approved by the Board, which approval will not be unreasonably withheld or delayed. Superintendent shall be deemed to have permission of the Board to attend the event specified in the notice unless the Board notifies

October 21, 2009

Superintendent to the contrary within ten (10) calendar days after receipt of notice from Superintendent. This limitation and these procedures do not apply to travel for legislative relations, for attendance at meetings involving District funding, or any other trip with express Board approval.

XV. CONSULTING AND OTHER OUTSIDE ACTIVITIES. Superintendent shall devote his full-time, attention, and energy to the business of the District. However, Superintendent at his discretion shall be permitted to engage in writing, speaking, promotion of Pittsburgh as part of the national discussion of school reform, consulting, and other activities which are of a short-term duration that either (a) do not interfere with the operation of the District and the discharge of Superintendent's duties to the District or (b) are consistent with and promote the goals of the District and are approved by the Board President, which approval shall not be unreasonably withheld or delayed. Superintendent may not accept appointments to area foundations, boards, or commissions without prior approval of the Board except that Superintendent shall be permitted to continue to serve of the Board of Pittsburgh Promise. Superintendent shall also be permitted to teach one college or graduate level course per semester.

XVI. PROFESSIONAL LIABILITY.

The District agrees that it shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the Board or the District, and for legal and other expenses incurred in connection with the same, provided the incident giving rise to any such demand, claim, suit, action or legal proceeding arose while Superintendent was acting within the scope of his employment; and provided further, that such liability coverage is within the authority of the District to provide under state law. The

October 21, 2009

District shall provide indemnity from liability as set forth above for occurrences throughout the term of this Contract (and the term of any prior agreement between the Board or the District and Superintendent) and any extensions thereof, whether the claim is asserted before or after the term of this Contract or any extension thereof. In no case will individual Board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions and legal proceedings. The District shall not, however, be required to provide for or pay the costs of any legal proceedings in the event the District and Superintendent are adverse parties unless Superintendent is the prevailing party in such legal proceedings.

XVII. EXAMINATION.

Superintendent hereby agrees to have a thorough medical examination by a Board approved licensed physician at least once each year at the District's expense. The results of the annual medical examination will be provided the Board through the Board President and treated as confidential information by the Board. Upon request by the Board, a statement from a licensed physician certifying to the physical competency of Superintendent to fulfill his duties and responsibilities shall be filed with the President of the Board and treated as confidential information by the Board.

XVIII. DEFERRED COMPENSATION/RETIREMENT BENEFIT.

Recognizing that Superintendent has not obtained prior credit in the Public School Employees Retirement System, the District will make cash contributions on behalf of Superintendent to a plan qualified under Section 403(b) of the Internal Revenue Code of 1986, as amended ("Section 403(b)") for the purchase of an annuity contract complying with Section 403(b) by transferring to the insurance company issuing such annuity contract, as selected by Superintendent (or an entity holding assets of any custodial or retirement income account that is

October 21, 2009

treated as such an annuity contract, as selected by Superintendent) (a) an additional amount for 2009 of \$5,000 on or before October 31, 2009 and (b) an amount of \$45,000 in each of the calendar years 2010, 2011, 2012, 2013, and 2014 on or before August 1 of each such year. The District will comply with all of the requirements of Section 403(b), including but not limited to any written plan requirement under Section 403(b), so that the contributions under this Section XVIII will be excludable from Superintendent's taxable income pursuant to Section 403(b). If required under applicable tax law and requested by Superintendent or the District, the District and Superintendent will execute and deliver any additional agreements reasonably needed for such contributions to qualify for the income exclusion under Section 403(b).

XIX. DISABILITY.

Should Superintendent be unable to perform substantially all of his duties by reason of illness, accident or other cause beyond his control, and should said disability exist for a period of more than ninety (90) days and/or if said disability is permanent, irreparable, or of such nature that, as determined by a licensed physician mutually selected by the Board and Superintendent, will make the performance of his duties impossible, the Board may terminate this Contract at its option, whereupon the respective duties, rights, and obligations hereof shall terminate (except for obligations that by their nature will survive termination of this Contract such as the obligation to reimburse Superintendent for expenses incurred in connection with school business, payment of disability insurance or income protection benefits or other fringe benefits in accordance with District policy, payment of the deferred life insurance payments provided under Section X, and the duty to defend and indemnify Superintendent in accordance with Section XVI). If Superintendent should have unused Personal Leave Days beyond the date of termination, notwithstanding the provisions of Section X the Board will pay Superintendent for any such

October 21, 2009

unused Personal Leave Days at 100% of the per diem rate based on his then-current salary divided by the number of regular work days in a calendar year.

XX. TERMINATION.

Throughout the term of this Contract Superintendent shall be subject to discharge only as provided by the Pennsylvania School Code §10-1080; provided, however, that Superintendent shall have the right to written charges, a fair hearing before the Board, and at least ten (10) days' written notice of said charges and hearing all as provided by law. At any such hearing before the Board, Superintendent shall have the right to be present and to be heard, to be represented by counsel and to present through witnesses any testimony relevant to the issue. A transcript of the record of the proceedings before the Board shall be made available without charge to Superintendent. If Superintendent chooses to be accompanied by legal counsel at the hearing before the Board, he will assume the cost of his legal expenses, subject to the obligation of the Board to indemnify Superintendent if he is the prevailing party. Before any formal process begins, the Board shall informally advise Superintendent of its intent to begin to seek his removal or the termination of this Contract.

XXI. AMENDMENT.

This Contract may be amended during its term by the mutual written consent of the District and Superintendent. Any such amendment shall be in writing and approved by official action of the Board, and accepted in writing by the President of the Board and Superintendent.

XXII. SAVINGS CLAUSE. If it is found during the term of this Contract that a specific clause of this Contract is illegal under federal or state law, the remainder of this Contract not affected by such a ruling shall remain in force.

October 21, 2009

XXIII. ARBITRATION.

Any dispute as to the interpretation or application of any provision of this Contract, other than a dispute over termination, shall be resolved promptly by submission of the dispute or disputes to binding arbitration in accordance with the rules of the American Arbitration Association located in Philadelphia, Pennsylvania. Any hearing in such binding arbitration shall be held in Pittsburgh, Pennsylvania. The fee of the American Arbitration Association, the Arbitrators appointed by the American Arbitration Association and the cost of any transcript shall be paid by the District. The cost of legal representation, including attorneys' fees, shall be borne by each party separately, subject to the obligation of the Board to indemnify Superintendent if he is the prevailing party. Time shall be of the essence in reducing a dispute to writing, presenting it and having the matter appealed to arbitration. This arbitration shall apply to any and all disputes to the maximum extent permitted by law, including any claim of illegal discrimination on any basis.

XXIV. GOVERNING LAW.

This Contract, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

XXV. ENTIRE CONTRACT.

This Contract contains the entire agreement and understanding between the parties. Without limitation of the foregoing, all other employment contracts and amendments thereto between the District and Superintendent are hereby terminated and no longer in force or effect. There are no oral understandings, terms or conditions, and neither party has relied upon any representations, express or implied, not contained in this Contract.

XXVI. NO ASSIGNMENT.

October 21, 2009

Neither party may assign or transfer any rights granted or obligations assumed under this Contract except that any payments or benefits to which the Superintendent has a right hereunder at the time of his death shall inure to the benefit of Superintendent and his heirs and personal representatives.

XXVII. LEGAL COUNSEL.

Mark Roosevelt by his signature to this contract agrees that he has been given a full opportunity and sufficient time to review this Contract with legal counsel of his choice, that he has carefully reviewed this Contract, and that based thereon he understands and accepts this Contract without reservation.

October 21, 2009

IN WITNESS WHEREOF, The School District of Pittsburgh and the Board of School Directors of the School District of Pittsburgh have caused this Contract to be executed by the Board President, to be attested by the Assistant Secretary, and its Corporate Seal to be affixed; Mark Roosevelt has executed this Contract in his individual capacity; all parties so acting as of October _____, 2009.

ATTEST:

THE SCHOOL DISTRICT OF PITTSBURGH

Assistant Secretary

By: _____
President

ATTEST:

THE BOARD OF SCHOOL DIRECTORS OF THE
SCHOOL DISTRICT OF PITTSBURGH

Assistant Secretary

By: _____
President of the Board

WITNESS:

SUPERINTENDENT

Mark Roosevelt

Approved as to Form:

I hereby certify that payments are authorized from Account No. _____, but limited to each of the five (5) school years separately.

