

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

**MINUTES**

**Meeting of:** August 3, 2005

**Call of the Meeting:** Special Legislative Meeting

**Members Present:** Mr. Brentley, Dr. Dowd, Mrs. Fink  
Mr. McCrea, Mr. Romaniello, Sr.,

Via telephone: Mrs. Colaizzi, Mr. Isler and  
Mr. Taylor

Absent: Mr. Matthews

**The following matters were received and acted upon.**

**Actions taken are recorded following the reports.**

# **THE BOARD OF PUBLIC EDUCATION**

**PITTSBURGH, PENNSYLVANIA 15213  
Administration Building  
341 South Bellefield Avenue**

**August 3, 2005**

## **AGENDA**

### **1. Human Resources Report**

Superintendent's Employment Contract

Roll Call

**August 3, 2005**

**HUMAN RESOURCES REPORT OF THE SUPERINTENDENT OF SCHOOLS**

**APPROVAL OF EMPLOYMENT CONTRACT FOR MR. MARK ROOSEVELT  
AS SUPERINTENDENT OF SCHOOLS FOR THE SCHOOL DISTRICT OF  
PITTSBURGH**

RESOLVED, That the employment contract for Superintendent of Schools between the Board and Mr. Mark Roosevelt, as submitted by Special Labor Counsel, is hereby approved, and the execution of such contract by Board Officers is authorized.

Duly adopted by the Board of Public Education of the School District of Pittsburgh August 3, 2005.

EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

This Employment Contract, effective as of August 29, 2005 is

BY AND BETWEEN

THE BOARD OF PUBLIC EDUCATION OF THE SCHOOL DISTRICT  
PITTSBURGH, hereinafter referred to as the “District”

AND

MARK ROOSEVELT, hereinafter also referred to as “Superintendent.”

WITNESSETH THAT:

WHEREAS, the Board of School Directors (Board) of the District at the legislative meeting held on July 27, 2005, adopted a Resolution appointing Mark Roosevelt as Superintendent of Schools for the District, for a term of three (3) years effective August 29, 2005;

WHEREAS, the Board desires to provide Superintendent with a written employment contract setting forth the terms and conditions of employment under which Superintendent will serve and which the Board and Superintendent believe will serve to improve the quality of the District’s overall educational program;

NOW, THEREFORE, the Board and Superintendent, for the consideration herein specified, agree as follows:

I. TERM.

The Board employs Mark Roosevelt as Superintendent of Schools for a term of three (3) years, from and including August 29, 2005 through August 28, 2008, and Mark Roosevelt accepts employment in that position for the above mentioned term. In order to allow for the earliest possible start of services consistent with Superintendent making arrangements necessary for his transition and moving, Superintendent will work for the District for at least 5 days before commencement of the term and will be compensated for such days at a per diem rate based on the first year salary set forth below divided by the number of regular work days in a calendar year.

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 has 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 shall cooperate in taking all steps necessary to obtain the mandate waiver and commission. If for some unexpected reason the commission is not received by November 15, 2005, this Agreement will terminate on that date. Superintendent, as a condition of employment, shall thereafter 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. Mark Roosevelt shall serve as Acting Superintendent under the terms of this Agreement until November 15, 2005, or the earlier issuance by the Pennsylvania Department of Education of a commission to serve as Superintendent.

### 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.

(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.

(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

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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 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.
- (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.

A. Year One. The priorities for the first year effective August 29, 2005 are the following:

1. Present to the Board within 6 months, after community input, a comprehensive reform agenda, the primary focus of which is creation and

implementation of a plan for improving student achievement across the District, including a plan for significant progress towards closing the achievement gaps.

2. Improved stakeholder engagement with the Pittsburgh School District community.

3. Financial and managerial leadership, including a balanced budget for 2006.

4. Demonstrating leadership in evaluations and making staff accountable for meeting District priorities, including strengthening the District's recruitment, training, and development of effective principals.

5. Development of an educationally sound plan for reorganization and closing of schools, including community involvement.

These priorities may be changed by mutual agreement of the Board and Superintendent after Superintendent takes office.

B. Future Development of Priorities. Superintendent shall, by July 1<sup>st</sup> of each year of this Agreement, submit for the Board's consideration and adoption 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.

#### 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 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 three (3) times during each year of this Agreement at Board retreats to be held on February, June and October. The months for evaluation and assessment may be changed by mutual agreement of the Board and Superintendent. In one of these retreats, as mutually agreed by Superintendent and Board, the Board shall evaluate and assess the performance of Superintendent, and reduce that evaluation and assessment to writing, not later than August 1<sup>st</sup> of each year of this Agreement.

D. For the first year of this Agreement, the evaluation and assessment shall consist of evaluation at the designated Board retreats concerning progress on the 5 performance priorities for the first year which are set forth in Paragraph VII(A). Superintendent shall have met the performance priorities for the first year for compensation purposes if the Board's evaluation of progress towards these priorities is affirmative at the June retreat in the first year. Superintendent shall work with Dr.

Richard C. Wallace, Jr., Dr. Helen Faison, and another Board designee (the “Board Representatives”) on an evaluation instrument applicable for the second and third years. Superintendent and the Board Representatives will agree to the content of the evaluation instrument by October 1, 2005, and the instrument will then be attached to this Agreement as an addendum.

IX. COMPENSATION.

In consideration for the proper discharge of Superintendent’s responsibilities the Board agrees to the following annual salary for Superintendent effective August 29, 2005. Superintendent shall be assumed to have met the performance priorities in any year that the Board does not meet its responsibilities under the Governance Management Compact. 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 August 29, 2005 one hundred sixty-five thousand dollars (\$165,000.00).

Effective August 29, 2006 one hundred eighty thousand dollars (\$180,000.00) assuming that Superintendent meets the agreed upon performance priorities during the first year. If Superintendent does not attain the agreed upon performance priorities as provided herein the salary effective August 29, 2006 shall be one hundred seventy thousand dollars (\$170,000.00).

Effective August 29, 2007 one hundred ninety-five thousand dollars (\$195,000.00) assuming that Superintendent meets the agreed upon performance priorities during the first two years. If Superintendent does not attain the agreed upon performance priorities as provided herein during the first and second years, the salary

effective August 29, 2007 shall be one hundred seventy thousand dollars (\$170,000.00). If Superintendent does not attain the agreed upon performance priority as provided herein in just one of the first two years, the salary effective August 29, 2007 shall be one hundred seventy-five thousand dollars (\$175,000.00).

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 School District. Superintendent is not entitled to the number of personal leave days provided to other 12-month administrative employees (25 annual vacation days; 15 annual sick days; 2 personal days; and 4 bereavement leave days, for a total of 46 leave days). Instead, Superintendent will be entitled to a reduced number of leave days, namely a total of 35 personal leave days for use as desired or needed for vacation, sickness, or personal or bereavement leave. At the end of each contract year, the District will reimburse Superintendent at the rate of \$1,000 per day for unused leave days up to 20 days. Any additional unused days will be carried over to the subsequent contract year. Upon termination of Superintendent's employment Superintendent will be compensated for unused 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). The Board will provide Superintendent with a term life insurance policy in the amount of \$400,000, provided Superintendent meets all requirements of the life insurance company designated by the Board. The Board will reimburse Superintendent for the cost of a disability insurance policy not to exceed \$10,000 per year. This Agreement shall not be interpreted to duplicate any benefit.



B. Relocation Expenses. The Board will reimburse Superintendent for reasonable expenses incurred to relocate to Pittsburgh, Pennsylvania, including the costs of packing, insurance, moving and any necessary storage. In this regard, the Board acknowledges that Superintendent's belongings will be moved from three different locations and that the final move will not occur until a permanent residence is obtained no later than the end of the first year of employment. The Board will reimburse Superintendent and Superintendent's spouse for up to four (4) business or household trips to Pittsburgh. The Board will reimburse Superintendent two thousand dollars (\$2,000.00) a month for temporary lodging for up to ninety (90) consecutive calendar days from August 29, 2005 or until Superintendent purchases or leases a residence within the District, whichever is sooner.

C. Vacation/personal days shall be taken at Superintendent's discretion, after notice to the Board President as to timing.

D. The Board 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 Board shall pay for the costs of attending and participating in all meetings of such organizations, including reimbursement of all reasonable costs of attending professional meetings of such organizations.

E. 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.

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.

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 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 administrative employees.

B. Cellular Telephone Allowance, Computer, Fax Machine and Personal Services. The District shall reimburse Superintendent an amount up to \$3,000 for purchase of a personal computer system and fax machine or provide such equipment to Superintendent, at the District's option, for personal and business use in his home office. In addition, 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 and 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.

### XIII. PROFESSIONAL BUSINESS EXPENSES.

The Board shall pay the legal cost incurred by Superintendent in connection with negotiation of this Agreement.

The Board shall reimburse Superintendent for reasonable expenses not to exceed \$6,000 a year incurred by Superintendent on behalf of the District and not otherwise provided for in this Agreement. This amount may be increased in any 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.

### 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 calendar 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. Superintendent shall be deemed to have permission of the Board to attend the event specified in the notice unless the Board notifies 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, and other activities which are of a short-term duration that do not interfere with the operation of the District and the discharge of Superintendent's duties to the District. With prior approval of the Board, Superintendent may accept appointments to area foundations, boards, or commissions.

XVI. PROFESSIONAL LIABILITY.

The Board 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, 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 Board to provide under state law. The Board shall provide indemnity from liability as set forth above for occurrences throughout the term of this Agreement and any extensions thereof, whether the claim is asserted before or after the term of this Agreement 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 Board shall not, however, be required to provide for or pay the costs of any legal proceedings in the event the Board 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 Board'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 Board on August 1, 2006, 2007, and 2008 will make a payment in the amount of \$30,000 on Superintendent's behalf to a retirement fund of Superintendent's choosing. If required under applicable tax law and requested by Superintendent, the Board and Superintendent will enter into a subsequent agreement with respect to this payment if directed to a tax deferred annuity.

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 Agreement 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 Agreement 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, and the duty to defend and indemnify Superintendent in accordance with Section XVI). If Superintendent should have unused sick or other leave days beyond the date of termination, the Board will pay Superintendent for any such unused sick or other 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 Agreement Superintendent shall be subject to discharge 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 Agreement may be amended during its term by the mutual written consent of the Board 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 the Contract is illegal under federal or state law, the remainder of the Contract not affected by such a ruling shall remain in force.

XXIII. ARBITRATION.

Any dispute as to the interpretation or application of any provision of this Employment 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 in Philadelphia, 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. 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.

Neither party may assign or transfer any rights granted or obligations assumed under this Contract.

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



IN WITNESS WHEREOF, The Board of Public Education of the School District of Pittsburgh has caused this Agreement to be executed by its President, to be attested by its Assistant Secretary, and its Corporate Seal to be affixed; Mark Roosevelt has executed this Agreement in his individual capacity; both parties so acting as of the year and date first above written.

ATTEST:

THE BOARD OF PUBLIC INSTRUCTION OF  
SCHOOL DISTRICT OF PITTSBURGH\_\_\_\_\_  
Assistant SecretaryBy: \_\_\_\_\_  
President

WITNESS:

SUPERINTENDENT

\_\_\_\_\_

\_\_\_\_\_

Approved as to Form:

I hereby certify that payments are authorized from  
Account No. \_\_\_\_\_, but  
limited to each of the three (3) school years  
separately.\_\_\_\_\_  
Solicitor\_\_\_\_\_  
School Controller

## TRANSCRIPT OF PROCEEDINGS

Figure 1

PITTSBURGH BOARD OF PUBLIC EDUCATION  
SPECIAL LEGISLATIVE MEETING  
WEDNESDAY, AUGUST 3, 2005  
7:38 P.M.  
ADMINISTRATION BUILDING - BOARD ROOM

Year	Value	Source
1990	1.0	1990
1991	1.1	1991
1992	1.2	1992
1993	1.3	1993
1994	1.4	1994
1995	1.5	1995
1996	1.6	1996
1997	1.7	1997
1998	1.8	1998
1999	1.9	1999
2000	2.0	2000
2001	2.1	2001
2002	2.2	2002
2003	2.3	2003
2004	2.4	2004
2005	2.5	2005
2006	2.6	2006
2007	2.7	2007
2008	2.8	2008
2009	2.9	2009
2010	3.0	2010
2011	3.1	2011
2012	3.2	2012
2013	3.3	2013
2014	3.4	2014
2015	3.5	2015
2016	3.6	2016
2017	3.7	2017
2018	3.8	2018
2019	3.9	2019
2020	4.0	2020
2021	4.1	2021
2022	4.2	2022
2023	4.3	2023
2024	4.4	2024
2025	4.5	2025
2026	4.6	2026
2027	4.7	2027
2028	4.8	2028
2029	4.9	2029
2030	5.0	2030
2031	5.1	2031
2032	5.2	2032
2033	5.3	2033
2034	5.4	2034
2035	5.5	2035
2036	5.6	2036
2037	5.7	2037
2038	5.8	2038
2039	5.9	2039
2040	6.0	2040
2041	6.1	2041
2042	6.2	2042
2043	6.3	2043
2044	6.4	2044
2045	6.5	2045
2046	6.6	2046
2047	6.7	2047
2048	6.8	2048
2049	6.9	2049
2050	7.0	2050
2051	7.1	2051
2052	7.2	2052
2053	7.3	2053
2054	7.4	2054
2055	7.5	2055
2056	7.6	2056
2057	7.7	2057
2058	7.8	2058
2059	7.9	2059
2060	8.0	2060
2061	8.1	2061
2062	8.2	2062
2063	8.3	2063
2064	8.4	2064
2065	8.5	2065
2066	8.6	2066
2067	8.7	2067
2068	8.8	2068
2069	8.9	2069
2070	9.0	2070
2071	9.1	2071
2072	9.2	2072
2073	9.3	2073
2074	9.4	2074
2075	9.5	2075
2076	9.6	2076
2077	9.7	2077
2078	9.8	2078
2079	9.9	2079
2080	10.0	2080
2081	10.1	2081
2082	10.2	2082
2083	10.3	2083
2084	10.4	2084
2085	10.5	2085
2086	10.6	2086
2087	10.7	2087
2088	10.8	2088
2089	10.9	2089
2090	11.0	2090
2091	11.1	2091
2092	11.2	2092
2093	11.3	2093
2094	11.4	2094
2095	11.5	2095
2096	11.6	2096
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BEFORE :

WILLIAM ISLER, BOARD PRESIDENT (Via Phone.)  
RANDALL TAYLOR, FIRST VICE PRESIDENT (Via Phone.)  
JEAN FINK, SECOND VICE PRESIDENT  
MARK BRENTLEY  
THERESA COLAIZZI (Via Phone.)  
PATRICK DOWD  
FLOYD McCREA  
DANIEL ROMANIELLO, SR.

— — —

MEMBERS ABSENT:

ALEX MATTHEWS

ALSO PRESENT:

MRS. JODY SPOLAR                      MR. IRA WEISS  
MR. RICHARD R. FELLERS                MRS. PAT CRAWFORD  
MS. PATRICIA A. FISHER                MR. BRUCE CAMPBELL

— 299 —

REPORTED BY: EUGENE C. FORCIER  
PROFESSIONAL COURT REPORTER

— — —

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— — —

1 P-R-O-C-E-E-D-I-N-G-S

2 MS. FINK: Would everyone please rise to  
3 salute the flag.

4 (Salute to the flag.)

5 MS. FINK: Mr. Weiss, could we have the  
6 roll call, please.

7 MR. WEISS: Mr. Brentley?

8 MR. BRENTLEY: Here.

9 MR. WEISS: Mrs. Colaizzi?

10 MS. COLAIZZI: Here.

11 MR. WEISS: Dr. Dowd?

12 DR. DOWD: Present.

13 MR. WEISS: Mrs. Fink?

14 MS. FINK: Present.

15 MR. WEISS: Mr. Matthews?

16 Mr. McCrea?

17 MR. MCCREA: Here.

18 MR. WEISS: Mr. Romaniello?

19 MR. ROMANIELLO: Here.

20 MR. WEISS: Mr. Taylor?

21 MR. TAYLOR: Here.

22 MR. WEISS: Mr. Isler?

23 MR. ISLER: Present.

24 MS. FINK: Okay.

25 For our one item of business this evening,

1 we have the Human Resources Report.

2           The item to be approved is the employment  
3 contract for Mr. Mark Roosevelt, as Superintendent of  
4 schools for the School District of Pittsburgh.

5           (Mrs. Fink read from prepared material.)

6           MS. FINK: Are there any questions or --

7           DR. DOWD: So moved.

8           MR. ROMANIELLO: Second.

9           MS. FINK: Okay.

10          Mr. Brentley.

11          MR. BRENTLEY: Yes.

12                 I just have a question, and I have to say,  
13 too, I received my call -- my copy 5:20 yesterday, so  
14 I'm still reading the contract.

15                 I still have major concerns on the speed  
16 that we are using to move this forward.

17                 But I do have one question, if Mr. Campbell  
18 can answer.

19                 On page 11, No. -- Section D, can you just  
20 explain to me what this section means, Mr. Campbell?

21                 MS. COLAIZZI: Can somebody please clarify  
22 for me what section he is talking about?

23                 MR. BRENTLEY: He is going to read it.

24                 MR. CAMPBELL: Which section are you  
25 referring to?

1 MR. McCREA: Section D.

2 MR. BRENTLEY: Section -- page 11 of 22,  
3 Section D. D as in dog.

4 Well, I don't --

5 MR. McCREA: Roman numeral?

6 DR. DOWD: Mr. Brentley --

7 MR. CAMPBELL: D refers to the --

8 MR. BRENTLEY: Let me just read my concern,  
9 because you have a different one there.

10 Okay.

11 "The Superintendent shall work with  
12 Dr. Richard Wallace, Dr. Faison, and another Board  
13 designee," and I guess that's the section that I am  
14 relying.

15 This here is under what capacity; that  
16 would be a committee that would serve as an advisor to  
17 him?

18 MR. CAMPBELL: It reads, "The  
19 Superintendent shall work with Dr. Richard C. Wallace,  
20 Jr., Dr. Helen Faison, and another Board designee on  
21 an evaluation instrument applicable for the second and  
22 third years. Superintendent and Board Representatives  
23 will agree to the content of the evaluation instrument  
24 by October 1, 2005, and the instrument will be then  
25 attached to the Agreement as an addendum."

1                   MR. BRENTLEY: You know, I wanted to ask  
2 you a question now: We have included the names of  
3 Dr. Wallace and Dr. Faison.

4                   But in an attempt to bring the community to  
5 the table, is it not necessary, or is it possible that  
6 we can leave the names open for those designees, to  
7 work with the Superintendent, and maybe perhaps put in  
8 two names at a later date, that this Board would agree  
9 on, preferably some others from the community, who  
10 would serve in that capacity?

11                   Is that --

12                   MR. CAMPBELL: Well, these two individuals  
13 are former superintendents of the School District,  
14 they were involved in the Superintendent search  
15 process, they developed a tentative evaluation, an  
16 instrument which was initially utilized, and it was  
17 felt that it needed to be modified to conform to the  
18 language of the agreement.

19                   And I would say they are an integral part  
20 of the agreement that was reached, and it would be --  
21 it would not be possible to make that change.

22                   MR. BRENTLEY: And that -- but once again,  
23 that's your opinion. It is up to the Board to make  
24 that decision; am I correct?

25                   MR. CAMPBELL: Well, if the Board feels

1 strongly enough that it should be changed, as you  
2 suggest, they can turn down the agreement; otherwise  
3 it can't be changed.

4 MR. BRENTLEY: I am not asking to turn the  
5 agreement down, I am simply saying that we leave those  
6 two blank, and to allow, you know, the Board at a  
7 later date to come up with some other names as a  
8 possibility of bringing in some community involvement  
9 at that level.

10 And we do have other educators in this  
11 community, that I think it is important that we tap  
12 into.

13 Well, you know, is it necessary, Jean, that  
14 I make a motion that we consider that?

15 And let me try and explain that again.

16 All that I am saying, is that we have heard  
17 concerns about how we locked the entire community out  
18 of the process, and I think it would be an opportunity  
19 here, if we would leave those two positions vacant,  
20 and that the Board at a later date would come up with  
21 two community names that we would submit, that would  
22 have an opportunity to work closely with this Board,  
23 and the new Superintendent, throughout this process.

24 DR. DOWD: Point of clarification, if I  
25 may.

1 MS. FINK: Yes.

2 DR. DOWD: If it's procedurally allowed,  
3 Attorney Weiss.

4 Is there an amendment clause in this  
5 contract that states that in the future should the  
6 Board and Superintendent -- in fact, I think it is on  
7 page 20, No. -- Roman numeral XXI, but I am not sure,  
8 that's why I am asking -- is there not an amendment  
9 clause that states that should the Board and the  
10 Superintendent in the future decide that they want to  
11 amend this contract, that they could do so, and that  
12 in the future we might be able to work in conjunction  
13 with Mr. Roosevelt, to amend the contract as  
14 Mr. Brentley is proposing?

15 MS. FINK: It is. There is an amendment  
16 clause.

17 It's Roman numeral XXI, on page 20.

18 DR. DOWD: Is that correct, Mr. Weiss?

19 MR. WEISS: That's what it says.

20 I would defer to Mr. Campbell, since he was  
21 involved with this, but obviously the section that  
22 Mrs. Fink has read, and cited, indicates that the  
23 contract would be amended by mutual agreement of the  
24 Board and the Superintendent.

25 Is that right, Mr. Campbell?



1                   MR. CAMPBELL: That is correct.

2                   MR. BRENTLEY: Well, let me just say, you  
3 know, there is no need to prolong this issue.

4                   All I am attempting to do is to give this  
5 contract a clean standing, not allowing any individual  
6 outside of this Board to have a direct -- a direct  
7 relationship with him, on the leadership, and  
8 evaluation basis, and I just think it is a wonderful  
9 opportunity here, to -- I mean, once again, this is a  
10 contract with a new Superintendent, not with  
11 Dr. Wallace, and not with Dr. Faison.

12                  They have served their purpose. And I  
13 think it is a wonderful opportunity, just to allow  
14 others in this great city to step forward, and to  
15 provide some recommendations, and just to work closely  
16 with this District.

17                  So I -- you know, I don't know if it's  
18 necessary to make a motion, and all I am asking, that  
19 we just strike their names, and at a later date, the  
20 Board would agree on two names that we would submit,  
21 and they would serve in that capacity.

22                  MS. FINK: Well, I believe that their names  
23 are here because they did work on the year one  
24 evaluation, and they did put that together.

25                  And we have all seen that.

1           Probably, for continuity sake, and to make  
2   sure that the evaluation is adapted to meet the needs  
3   in the out years, you would want to have them here,  
4   because we don't want to get a wildly different  
5   evaluation, Mr. Brentley, we would like to use the  
6   same one, inasmuch as it is possible, and the language  
7   already specifies that there will be another Board  
8   designee.

9           It doesn't say who, that is up to us to  
10   decide.

11           But I would think that I would want  
12   Drs. Wallace and Faison to remain involved, since they  
13   have already written year one's, I would like their  
14   collaboration on years two and three.

15           MR. BRENTLEY: Well, here is the reason,  
16   one of the reasons why, because the Board has decided  
17   to move in a nontraditional way, what a great  
18   opportunity to bring some nontraditional individuals  
19   into this process.

20           If we are going to go nontraditional, and  
21   really step out on the limb, and try some  
22   nontraditional things, it would be a great opportunity  
23   to tap into the wonderful universities here in this  
24   community, and to solicit individuals who would be  
25   ready, willing and able to serve, and it could

1 possibly be an exciting trip for everybody.

2 MS. FINK: Well, and that I am sure is why  
3 there is room here, when it says another Board  
4 designee, and if it's agreeable to all of the parties,  
5 we could certainly make that two, to sit down  
6 alongside Dr. Wallace and Dr. Faison, and come up with  
7 an instrument.

8 But I don't think we want to vary wildly,  
9 from what we are doing in year one.

10 I would think these two people should be  
11 part of the process, along with whoever else we  
12 designate.

13 Dan.

14 MR. BRENTLEY: Go ahead.

15 MR. ROMANIELLO: First of all, in my  
16 opinion, this is more or less a contract that's being  
17 brought up, to use a word, for ratification. The same  
18 as if you bring up a contract to your membership for  
19 ratification.

20 You either vote it up or down, in its -- in  
21 the way it's written.

22 You can't -- you know, you can't make any  
23 changes. If you are uncomfortable with the way it's  
24 written, then you have to, you know, vote your  
25 conscience, which is if you don't agree, you vote it

1 down.

2 But to change wording, at this time,  
3 would -- is -- you can't do that to a contract that's  
4 already been agreed to by the counsel for both sides.

5 You either ratify it, or you don't.

6 And I'm comfortable, and as far as  
7 community involvement, I think we do have community  
8 involvement.

9 There is nine members of this Board that  
10 were elected by their communities to do this  
11 job. It's our job to do, and I think this is what we  
12 have to do tonight, and everybody just needs to vote  
13 their conscience. If it's a no vote, that's your  
14 conscience, that's fine, if it's a yes vote, that's  
15 your conscience, and we just need to -- we just need  
16 to vote this, and move on.

17 MS. FINK: I would like to ask  
18 Mr. Campbell, there were a few changes, and would you  
19 please state them for the record, and for our  
20 colleagues who are on by phone.

21 MR. CAMPBELL: All right.

22 There are some just typos that were  
23 corrected, but also there are three changes which are  
24 more substantive.

25 One is that under the arbitration

1 provision, it is specifically provided that  
2 termination of the Superintendent would not be subject  
3 to arbitration.

4           The second is that under the provision on  
5 transportation, technology and communication, it is  
6 provided that in providing the Superintendent with a  
7 personal computer and fax machine, that rather than  
8 reimburse him, that the District can provide the  
9 equipment, because the District may be able to get it  
10 at a better rate.

11           And then the third change is that on  
12 page 3, it is provided that Mr. Roosevelt would serve  
13 as Acting Superintendent from the time he takes  
14 office, under this contract, until he is given his  
15 commission as Superintendent.

16           So those are the three changes that were  
17 put in during the day.

18           MS. COLAIZZI: May I ask for clarification,  
19 please?

20           Jean?

21           MS. FINK: Certainly. Go ahead.

22           MS. COLAIZZI: On the last one, where he  
23 was saying about the Acting Superintendent, if that  
24 paperwork should come in prior to his taking his  
25 position, which I believe is now scheduled for

1 August 29th, is that then automatically erased, or do  
2 we then have to vote on making it official again?

3 MR. CAMPBELL: No, he becomes  
4 Superintendent as soon as he gets his commission.

5 MS. COLAIZZI: Okay.

6 So that may very well happen prior to the  
7 date that he is scheduled to start.

8 Am I correct?

9 MR. CAMPBELL: That's correct.

10 MS. COLAIZZI: Thank you.

11 MS. FINK: Okay.

12 Mr. Romaniello.

13 MR. ROMANIELLO: Mr. Campbell, I hate to  
14 belabor this, but the changes that you just gave us,  
15 could you give us pages that they were on?

16 MR. CAMPBELL: The page on Acting  
17 Superintendent is on page 3, at the top of the page,  
18 the first paragraph.

19 The page on the computer system equipment,  
20 is on page 15, under -- in the last paragraph, right  
21 in the middle of the last paragraph.

22 MR. ROMANIELLO: Okay.

23 MR. CAMPBELL: And the last change, on  
24 termination, is on page 20, in the last paragraph, in  
25 the second line.

1 MR. ROMANIELLO: Okay.

2 And on that one, if we were to terminate  
3 the Superintendent, that he would have no recourse  
4 through arbitration; is that what you are saying?

5 MR. CAMPBELL: We could agree to arbitrate  
6 it if we wanted to, but it wouldn't be mandatory.

7 MR. ROMANIELLO: Okay.

8 Thank you. That's all I have.

9 MS. FINK: Dr. Dowd.

10 DR. DOWD: I just have a few comments on  
11 this contract, that I think I would really like to get  
12 into the record.

13 I think this is an extremely important  
14 moment for the school system.

15 We have before us, quite honestly, a new  
16 model contract for governance and management in the  
17 Pittsburgh Public Schools.

18 It is an accountability contract which, if  
19 my colleagues will remember, we have been working on  
20 for almost a year now, requires essentially a new  
21 style of leadership in the Pittsburgh Public Schools.

22 And it requires a new style of leadership  
23 in different ways.

24 On the executive side, if you will, it  
25 requires a leader who is willing to be held

1 accountable, who is willing to submit to a performance  
2 based contract, and who possesses the skills necessary  
3 to lead the District, and the students of this  
4 District.

5           And I think we found, in Mr. Roosevelt,  
6 that new style of leadership.

7           It is also true that the accountability  
8 contract requires a nontraditional, shall we say Board  
9 of Education.

10           A nontraditional, in the sense that this  
11 Board is going to have to leave behind some of its  
12 traditions and practices, and I think we are all  
13 willing to do that, for if we look to the past, we  
14 know things haven't been ideal.

15           If we look to the past, we will note, for  
16 example, that that progress has been hindered by murky  
17 definitions about roles and relationships, and  
18 traditionally that lack of clarity has caused some  
19 confusion and discord, for both Board members, and the  
20 Superintendent.

21           And we are working here today, with this  
22 new contract, to alleviate those problems, and we  
23 will, essentially, through the clarity of this  
24 contract, enable ourselves to be a policy setting  
25 Board, while simultaneously -- I think this is



1 incredibly important -- simultaneously holding  
2 accountable, in actual, tangible ways, the  
3 Superintendent of the Pittsburgh Public Schools, for  
4 the management of the District, and the performance of  
5 our students.

6           So that is a new tradition, actually, that  
7 we are starting. We are going to be nontraditional,  
8 in a sense.

9           In the past, if we look to the past, we  
10 will note that progress has also been hindered by a  
11 lack of accountability.

12           Traditionally, that lack of accountability,  
13 if we are honest with ourselves, has generated  
14 micromanagement, and blame shifting on the part of the  
15 Board and the Superintendent.

16           And we are, through this contract, again,  
17 trying to alleviate exactly those problems.

18           This contract is about accountability.

19           This contract has at its very core,  
20 accountability.

21           And we establish here, through the  
22 ratification, as Mr. Romaniello says, the ratification  
23 of this contract, we establish a new --

24           MS. COLAIZZII: Have we lost someone?

25           DR. DOWD: No, I don't think so.

1 Mr. Isler, are you present?

2 Mr. Taylor?

3 MR. TAYLOR: Yes.

4 DR. DOWD: Okay. We have lost Mr. Isler.  
5 Can we get him back on the phone?

6 MS. COLAIZZI: I'm sorry, Dr. Dowd, I heard  
7 it before you did.

8 DR. DOWD: That's all right.

9 While they are working, I will just simply  
10 continue.

11 I will say that in the past, if we look to  
12 the past, we will see that progress has been hindered  
13 by a lack of accountability, and traditionally that  
14 lack of accountability, if we are honest, will admit  
15 that it has caused micromanagement and distrust, and  
16 blame shifting on the part of the Board and the  
17 superintendents of the past.

18 And in this contract, we are erasing that,  
19 we are establishing a new foundation, a new  
20 relationship between the Board and the Superintendent,  
21 that really, it establishes -- is he there?

22 MR. ISLER: Hello.

23 MS. COLAIZZI: Hello.

24 MR. ISLER: I am here.

25 MS. WENGER: Do we have both of you?

1 MS. COLAIZZI: I'm here.

2 MS. WENGER: Mr. Isler?

3 DR. DOWD: Mr. Isler?

4 MR. ISLER: Yes.

5 DR. DOWD: He is there.

6 No, that's Bill.

7 So the foundation for this contract, and  
8 I will be almost finished here, I will be brief, as  
9 Mr. Taylor might say -- the foundation for this  
10 contract is accountability, and we are establishing,  
11 quite honestly, a clear vision in this contract, of  
12 the Board and the Superintendent as a leadership team.

13 We have very different roles, we have very  
14 different responsibilities, but we are a leadership  
15 team, and together we are to be working  
16 collaboratively for reform, and we are going to be  
17 accountable for the progress of this District. And  
18 that is quite important.

19 So I am going to urge my colleagues to  
20 ratify this contract, because as we ratify it, this  
21 Board, and Mark Roosevelt, will begin a new day, in  
22 Pittsburgh Public Schools, with new traditions, and a  
23 renewed hope for the students of the Pittsburgh Public  
24 Schools.

25 And I'm highly certain that this new day

1 will have as its hallmark, clarity, collaboration, and  
2 accountability, which are the things that this Board  
3 has been looking for, for some time now.

4                   So I would urge you to pass this contract.

5                   MS. FINK: Okay.

6                   Are there any other questions, or  
7 comments?

8                   Mr. McCrea.

9                   MR. MCCREA: My question is directed to  
10 Mr. Campbell.

11                   Since the roles of the Board are here, they  
12 are in writing right here, what are the legal  
13 ramifications if this Board, or a future Board, would  
14 violate any of the written -- in other words, if we  
15 renege on what we have written down here, what are the  
16 ramifications?

17                   MR. CAMPBELL: Basically, the only  
18 ramification is that the Superintendent cannot be held  
19 to his accountability, if you don't perform your  
20 accountability, and he would automatically get the  
21 larger increase, because you did not support him by  
22 performing to your responsibilities under the  
23 contract.

24                   MR. MCCREA: And that has been my concern,  
25 since the start of this, because I couldn't understand

1    why the governance piece was in here, when in fact it  
2    could work -- it could work against us.

3                   And that's, in a sense, it will do that, if  
4    we don't conform to this contract.

5                   And we can't guarantee that a future Board  
6    is going to conform to this contract.

7                   Therein lies my conundrum.

8                   MS. FINK:   Mr. Romaniello.

9                   MR. ROMANIELLO:  Mr. McCrea, if I could --

10                  MR. MCCREA:  Go ahead.

11                  MR. ROMANIELLO:  -- just maybe, and this is  
12   the way I look at this.

13                  This is a job descriptions.  Okay?  When  
14   you have a contract, and you work somewhere where you  
15   have job descriptions, your boss's job description is  
16   laid out, and your job description is laid out.

17                  You cannot hold another person accountable  
18   under his or her job descriptions, for not doing their  
19   work, if the other person does not do their job.

20                  So it's a simple job description.

21                  All it is, if we do not do our job, which  
22   is only right, you can't hold the Superintendent  
23   accountable for not doing things, if we make it that  
24   he doesn't do it.

25                  So, my opinion is, the way that we are held

1 accountable, is if you don't hold up your end of the  
2 bargain, you don't get reelected again, and that's the  
3 point.

4                   And the Superintendent can't be held to  
5 blame, if we don't hold up our part.

6                   To me, it is just a simple job description  
7 and, you know, you can't read more into it, than it  
8 really is, it is very simple, and that's all it is, is  
9 just a job description.

10                  And we just have to live up to our part,  
11 and then it all goes fine.

12                  MS. COLAIZZI: Mrs. Fink, if I may, give me  
13 a turn.

14                  MS. FINK: Yes.

15                  Yes, Mrs. Colaizzi, you are on.

16                  MS. COLAIZZI: Thank you.

17                  If I may address that as well, as I read  
18 through this, and I read through it in quite detail,  
19 and I also was the person held responsible for putting  
20 this contract somewhat put together, and I thank  
21 everybody who helped me do that -- as I read through  
22 it, it is very clear to me, and it should be very  
23 clear to my colleagues, that the part of this contract  
24 that specifies the Board responsibilities, are nothing  
25 more than a -- an opportunity for the Board to see

1 clear on what is expected of them, and should have  
2 always been expected of them.

3 But furthermore -- and I apologize for the  
4 noise in the background -- the other thing that this  
5 is made very clear, is that it also makes very clear  
6 to the Superintendent, what the Board's  
7 responsibilities are and, therefore, he or she cannot  
8 cross those lines, and assume the responsibility of  
9 the Board.

10 If you read some of these things, it is  
11 made very clear that inasmuch as the Superintendent  
12 can recommend certain things, they cannot follow those  
13 things through without the Board's approval.

14 To me, this is more important, than I think  
15 anybody realizes.

16 If the Superintendent comes up with a plan,  
17 for example, an education reform agenda, it must be  
18 shared with the Board prior, and also, the Board must  
19 have the opportunity to be part of that reform, and  
20 putting that together, before it is presented to the  
21 public, or even voted on.

22 It makes it very clear that there is a  
23 process that must take place, prior to the  
24 Superintendent doing anything.

25 So, Mr. McCrea, you know, I personally am

1 very, very comfortable with this, and it is very clear  
2 that there are lines that -- and I ask you to look at  
3 this a little bit differently -- the Superintendent,  
4 in a sense, cannot cross lines that he or she should  
5 not cross them.

6           It definitely should go through the Board,  
7 there should be Board discussion before anything is  
8 passed through.

9           So, I ask you to look at it in a different  
10 angle, as the way I see you are uncomfortable doing  
11 that.

12           This is a little bit different, but at the  
13 same time, it puts the Board in position where they  
14 are then aware of everything that is going on,  
15 anywhere from hiring, to evaluating, to, for that  
16 matter firing, for any type of agendas, anything of  
17 that sort, now it is put in the situation where the  
18 Board is aware of it, before -- is not only aware of  
19 it, but can contribute to anything that moves on.

20           So, you know, I ask you to look at it in a  
21 different view.

22           This is not in any shape, way or form, and  
23 especially as I read it, and asked the questions a  
24 million times, this does not restrict this Board from  
25 playing, or being responsible, which we clearly and



1 legally are responsible, it does not stop us from  
2 continuing to do our job in representing the  
3 constituents of the City of Pittsburgh.

4           So I am very comfortable with this, I think  
5 the people may be looking at this a little bit on the  
6 negative side, I encourage you to look at it on the  
7 flip side, and see that it is also putting the  
8 Superintendent in a situation where they cannot, or he  
9 or she cannot move things along without the Board  
10 being right where they need to be, and doing it as  
11 unified ten member Board, not nine and then one.

12           Thank you.

13           MS. FINK: Thank you.

14           Okay.

15           Are there any other questions or comments  
16 before we call for the roll call?

17           MR. BRENTLEY: Just point of clarification.

18           Mr. Weiss, my colleague, Mr. Romaniello,  
19 had made a comment.

20           Can you just clarify that, that this  
21 document, we are not able to change this document, or  
22 add or delete anything; is that correct?

23           MR. WEISS: I think the agreement is before  
24 you, and represents the product of negotiations  
25 between Mr. Campbell for the School District, and

1 counsel for Mr. Roosevelt.

2 I think it's very much the same as a labor  
3 contract, and the Board has to either vote it up or  
4 down.

5 This is not like a normal motion, where you  
6 can change things.

7 So I think in that sense Mr. Romaniello is  
8 correct. The Board either has to vote it up or down.  
9 Recognizing that there may be some things that each of  
10 you may want to change, if you could, but you take it  
11 as a whole, so --

12 MR. BRENTLEY: Okay.

13 MR. WEISS: -- I would agree with him.

14 MR. BRENTLEY: Thank you.

15 MS. FINK: And I would like to state that  
16 we do have that amendment clause there, because as our  
17 relationship, working together, develops, any of us,  
18 at any time, can approach the rest of us, and say, you  
19 know, I would like to add or delete something from  
20 this contract, and then it is up to us to make a  
21 decision And to vote on it, but that opportunity is  
22 there.

23 And I want everybody to remember that.

24 So --

25 DR. DOWD: Before we vote, can we just

1 verify that everybody is on the phone. I know we had  
2 a little trouble hearing Mr. Isler.

3 MS. FINK: We are getting ready for the  
4 roll call.

5 Theresa, are you there?

6 MS. COLAIZZI: I'm ready.

7 MS. FINK: Bill, you are you there?

8 MR. ISLER: Yes.

9 MR. WEISS: Randall, are you there?

10 MR. TAYLOR: Yes, I am.

11 MS. FINK: Okay. Then, Mr. Weiss, can we  
12 have the roll call, please.

13 MR. WEISS: Mr. Brentley?

14 MR. BRENTLEY: Abstain.

15 MR. WEISS: Mrs. Colaizzi?

16 MS. COLAIZZI: Yes.

17 MR. WEISS: Dr. Dowd?

18 DR. DOWD: Yes.

19 MR. WEISS: Mrs. Fink?

20 MS. FINK: Yes.

21 MR. WEISS: Mr. Matthews is absent.

22 Mr. McCrea?

23 MR. MCCREA: I have had my misgivings about  
24 this process, from the start, but I am not going to  
25 stop the District from moving forward, so I will vote

1 yes.

2 MR. WEISS: Mr. Romaniello?

3 MR. ROMANIELLO: Yes.

4 MR. WEISS: Mr. Taylor?

5 MR. TAYLOR: Yes.

6 MR. WEISS: Mr. Isler?

7 MR. ISLER: Yes.

8 MR. WEISS: I take that as a yes.

9 The motion carries, seven yes, and one  
10 abstention.

11 DR. DOWD: Move to adjourn.

12 MR. McCREA: Second.

13 MS. FINK: Okay. So move.

14 - - -

15 (Thereupon, at 8:05 p.m., the Special  
16 Legislative Meeting was concluded.)

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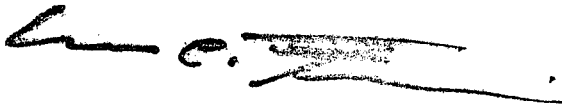
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## C-E-R-T-I-F-I-C-A-T-E

I, Eugene C. Forcier, the undersigned, do hereby  
certify that the foregoing twenty-seven (27) pages are  
a true and correct transcript of my stenotypy notes  
taken of the Special Legislative Meeting held in the  
Pittsburgh Board of Public Education, Administration  
Building, Board Room, on Wednesday, August 3, 2005.



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Eugene C. Forcier, Court Reporter

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