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
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.

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**
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 1st 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 1st 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

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

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

REPORTED BY: EUGENE C. FORCIER
PROFESSIONAL COURT REPORTER

COMPUTER-AIDED TRANSCRIPTION BY
MORSE, GANTVERG & HODGE, INC.
PITTSBURGH, PENNSYLVANIA
412-281-0189
MS. FINK: Would everyone please rise to salute the flag.

(Salute to the flag.)

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

MR. WEISS: Mr. Brentley?
MR. BRENTLEY: Here.

MR. WEISS: Mrs. Colaizzi?
MS. COLAIZZI: Here.

MR. WEISS: Dr. Dowd?
DR. DOWD: Present.

MR. WEISS: Mrs. Fink?
MS. FINK: Present.

MR. WEISS: Mr. Matthews?

Mr. McCrea?

MR. McCREA: Here.

MR. WEISS: Mr. Romaniello?
MR. ROMANIELLO: Here.

MR. WEISS: Mr. Taylor?
MR. TAYLOR: Here.

MR. WEISS: Mr. Isler?

MR. ISLER: Present.

MS. FINK: Okay.

For our one item of business this evening,
we have the Human Resources Report.

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

(Mrs. Fink read from prepared material.)

MS. FINK: Are there any questions or --

DR. DOWD: So moved.

MR. ROMANIELLO: Second.

MS. FINK: Okay.

Mr. Brentley.

MR. BRENTLEY: Yes.

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

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

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

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

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

MR. BRENTLEY: He is going to read it.

MR. CAMPBELL: Which section are you referring to?
MR. McCREA: Section D.

MR. BRENTLEY: Section -- page 11 of 22,

Section D. D as in dog.

Well, I don't --

MR. McCREA: Roman numeral?

DR. DOWD: Mr. Brentley --

MR. CAMPBELL: D refers to the --

MR. BRENTLEY: Let me just read my concern,

because you have a different one there.

Okay.

"The Superintendent shall work with

Dr. Richard Wallace, Dr. Faison, and another Board
designee," and I guess that's the section that I am
relying.

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

MR. CAMPBELL: It reads, "The
Superintendent shall work with Dr. Richard C. Wallace,
Jr., Dr. Helen Faison, and another Board designee on
an evaluation instrument applicable for the second and
third years. Superintendent and Board Representatives
will agree to the content of the evaluation instrument
by October 1, 2005, and the instrument will be then
attached to the Agreement as an addendum."
MR. BRENTLEY: You know, I wanted to ask you a question now: We have included the names of Dr. Wallace and Dr. Faison.

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

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

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

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

MR. CAMPBELL: Well, if the Board feels
strongly enough that it should be changed, as you
suggest, they can turn down the agreement; otherwise
it can't be changed.

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

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

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

And let me try and explain that again.

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

DR. DOWD: Point of clarification, if I
may.
MS. FINK: Yes.

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

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

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

It's Roman numeral XXI, on page 20.

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

MR. WEISS: That's what it says.

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

Is that right, Mr. Campbell?
MR. CAMPBELL: That is correct.

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

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

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

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

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

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

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

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

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

If we are going to go nontraditional, and really step out on the limb, and try some nontraditional things, it would be a great opportunity to tap into the wonderful universities here in this community, and to solicit individuals who would be ready, willing and able to serve, and it could
possibly be an exciting trip for everybody.

MS. FINK: Well, and that I am sure is why there is room here, when it says another Board designee, and if it's agreeable to all of the parties, we could certainly make that two, to sit down alongside Dr. Wallace and Dr. Faison, and come up with an instrument. But I don't think we want to vary wildly, from what we are doing in year one. I would think these two people should be part of the process, along with whoever else we designate.

Dan.

MR. BRENTLEY: Go ahead.

MR. ROMANIELLO: First of all, in my opinion, this is more or less a contract that's being brought up, to use a word, for ratification. The same as if you bring up a contract to your membership for ratification. You either vote it up or down, in its -- in the way it's written. You can't -- you know, you can't make any changes. If you are uncomfortable with the way it's written, then you have to, you know, vote your conscience, which is if you don't agree, you vote it
down.

But to change wording, at this time, would -- is -- you can't do that to a contract that's already been agreed to by the counsel for both sides. You either ratify it, or you don't. And I'm comfortable, and as far as community involvement, I think we do have community involvement.

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

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

MR. CAMPBELL: All right. There are some just typos that were corrected, but also there are three changes which are more substantive.

One is that under the arbitration
provision, it is specifically provided that termination of the Superintendent would not be subject to arbitration.

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

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

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

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

Jean?

MS. FINK: Certainly. Go ahead.

MS. COLAIZZI: On the last one, where he was saying about the Acting Superintendent, if that paperwork should come in prior to his taking his position, which I believe is now scheduled for
August 29th, is that then automatically erased, or do we then have to vote on making it official again?

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

MS. COLAIZZI: Okay.

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

Am I correct?

MR. CAMPBELL: That's correct.

MS. COLAIZZI: Thank you.

MS. FINK: Okay.

Mr. Romaniello.

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

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

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

MR. ROMANIELLO: Okay.

MR. CAMPBELL: And the last change, on termination, is on page 20, in the last paragraph, in the second line.
MR. ROMANIELLO: Okay.

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

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

MR. ROMANIELLO: Okay.

Thank you. That's all I have.

MS. FINK: Dr. Dowd.

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

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

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

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

On the executive side, if you will, it requires a leader who is willing to be held
accountable, who is willing to submit to a performance
based contract, and who possesses the skills necessary
to lead the District, and the students of this
District.

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

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

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

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

And we are working here today, with this
new contract, to alleviate those problems, and we
will, essentially, through the clarity of this
contract, enable ourselves to be a policy setting
Board, while simultaneously -- I think this is
incredibly important -- simultaneously holding accountable, in actual, tangible ways, the Superintendent of the Pittsburgh Public Schools, for the management of the District, and the performance of our students.

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

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

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

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

This contract is about accountability.

This contract has at its very core, accountability.

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

MS. COLAIZZI: Have we lost someone?

DR. DOWD: No, I don't think so.
Mr. Isler, are you present?

Mr. Taylor?

MR. TAYLOR: Yes.

DR. DOWD: Okay. We have lost Mr. Isler.

Can we get him back on the phone?

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

DR. DOWD: That's all right.

While they are working, I will just simply continue.

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

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

MR. ISLER: Hello.

MS. COLAIZZI: Hello.

MR. ISLER: I am here.

MS. WENGER: Do we have both of you?
So the foundation for this contract, and I will be almost finished here, I will be brief, as Mr. Taylor might say -- the foundation for this contract is accountability, and we are establishing, quite honestly, a clear vision in this contract, of the Board and the Superintendent as a leadership team.

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

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

And I'm highly certain that this new day
will have as its hallmark, clarity, collaboration, and accountability, which are the things that this Board has been looking for, for some time now.

So I would urge you to pass this contract.

MS. FINK: Okay.

Are there any other questions, or comments?

Mr. McCrea.

MR. McCREA: My question is directed to Mr. Campbell.

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

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

MR. McCREA: And that has been my concern, since the start of this, because I couldn't understand
why the governance piece was in here, when in fact it could work -- it could work against us.

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

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

Therein lies my conundrum.

MS. FINK: Mr. Romaniello.

MR. ROMANIHELLO: Mr. McCrea, if I could --

MR. McCREA: Go ahead.

MR. ROMANIHELLO: -- just maybe, and this is the way I look at this.

This is a job descriptions. Okay? When you have a contract, and you work somewhere where you have job descriptions, your boss's job description is laid out, and your job description is laid out. You cannot hold another person accountable under his or her job descriptions, for not doing their work, if the other person does not do their job.

So it's a simple job description.

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

So, my opinion is, the way that we are held
accountable, is if you don't hold up your end of the
bargain, you don't get reelected again, and that's the
point.

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

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

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

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

MS. FINK: Yes.

Yes, Mrs. Colaizzi, you are on.

MS. COLAIZZI: Thank you.

If I may address that as well, as I read
through this, and I read through it in quite detail,
and I also was the person held responsible for putting
this contract somewhat put together, and I thank
everybody who helped me do that -- as I read through
it, it is very clear to me, and it should be very
clear to my colleagues, that the part of this contract
that specifies the Board responsibilities, are nothing
more than a -- an opportunity for the Board to see
clear on what is expected of them, and should have always been expected of them.

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

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

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

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

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

So, Mr. McCrea, you know, I personally am
very, very comfortable with this, and it is very clear
that there are lines that -- and I ask you to look at
this a little bit differently -- the Superintendent,
in a sense, cannot cross lines that he or she should
not cross them.

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

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

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

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

This is not in any shape, way or form, and
especially as I read it, and asked the questions a
million times, this does not restrict this Board from
playing, or being responsible, which we clearly and
legally are responsible, it does not stop us from
continuing to do our job in representing the
constituents of the City of Pittsburgh.

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

Thank you.

MS. FINK: Thank you.

Okay.

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

MR. BRENTLEY: Just point of clarification.

Mr. Weiss, my colleague, Mr. Romaniello,

had made a comment.

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

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

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

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

So I think in that sense Mr. Romaniello is correct. The Board either has to vote it up or down.

Recognizing that there may be some things that each of you may want to change, if you could, but you take it as a whole, so --

MR. BRENTLEY: Okay.

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

MR. BRENTLEY: Thank you.

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

And I want everybody to remember that.

So --

DR. DOWD: Before we vote, can we just
verify that everybody is on the phone. I know we had a little trouble hearing Mr. Isler.

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

Theresa, are you there?

MS. COLAIZZI: I'm ready.

MS. FINK: Bill, you are you there?

MR. ISLER: Yes.

MR. WEISS: Randall, are you there?

MR. TAYLOR: Yes, I am.

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

MR. WEISS: Mr. Brentley?

MR. BRENTLEY: Abstain.

MR. WEISS: Mrs. Colaizzi?

MS. COLAIZZI: Yes.

MR. WEISS: Dr. Dowd?

DR. DOWD: Yes.

MR. WEISS: Mrs. Fink?

MS. FINK: Yes.

MR. WEISS: Mr. Matthews is absent.

Mr. McCrea?

MR. McCREA: I have had my misgivings about this process, from the start, but I am not going to 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 abstention.
10
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 Legislative Meeting was concluded.)
17 -- --
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.

Eugene C. Forcier, Court Reporter