

POTTSTOWN SCHOOL DISTRICT
BUSINESS ADMINISTRATOR - EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and effective this 16th day of March, 2023, by and between **BOARD OF SCHOOL DIRECTORS OF THE POTTSTOWN SCHOOL DISTRICT**, a Pennsylvania School District of the third class, (hereinafter referred to as the “District” and/or the “Board”); and **MAUREEN K. OAKLEY** (hereinafter referred to as “Oakley” and/or “Business Administrator”).

W I T N E S S E T H:

WHEREAS, the District wishes to employ Oakley, who wishes to accept such employment, to serve as business administrator for the District; and

WHEREAS, the District and Business Administrator believe that an employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their respective governance and administrative functions in the operation of the District and to maintain the administrative stability and continuity within the District; and

WHEREAS, the purpose of this Agreement is for the parties to set forth the understandings governing employment, duties, responsibilities, compensation and fringe benefits reached between the District and the Business Administrator.

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

1. **Term.** This Agreement shall be for a term of three (3) years commencing July 1, 2023 and ending on June 30, 2026.
2. **Duties of Business Administrator.** Business Administrator agrees to perform well and faithfully the following:

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

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

4. **Compensation and Benefits.** In consideration of the performance of her duties as outlined through this Agreement, Business Administrator shall receive the following compensation and benefits:

- (a) Salary for service between July 1, 2023 and June 30, 2024 shall be One Hundred Seventy Thousand Dollars (\$170,000.00), to be paid in installments in accordance with the policy of the Board governing

payment of salary to other administrative members of the professional staff together with an annual contribution to Business Administrator's 403(B) Plan in the amount of Twenty-Five Thousand Dollars (\$25,000.00) which shall be deemed earned as of July 1, 2023 with such contribution to be made in accordance with the policy of the Board governing payment of salary to other administrative members of the professional staff;

(b) Salary for service between July 1, 2024 and June 30, 2025 shall be One Hundred Eighty Thousand Dollars (\$180,000.00), to be paid in installments in accordance with the policy of the Board governing payment of salary to other administrative members of the professional staff together with an annual contribution to Business Administrator's 403(B) Plan in the amount of Twenty-Five Thousand Dollars (\$25,000.00) which shall be deemed earned as of July 1, 2024 with such contribution to be made in accordance with the policy of the Board governing payment of salary to other administrative members of the professional staff;

(c) Salary for service between July 1, 2025 and June 30, 2026 shall be One Hundred Ninety Thousand Dollars (\$190,000.00), to be paid in installments in accordance with the policy of the Board governing payment of salary to other administrative members of the professional staff together with an annual contribution to Business Administrator's 403(B) Plan in the amount of Twenty-Five Thousand Dollars (\$25,000.00) which shall be deemed earned as of July 1, 2025 with such contribution to be made in accordance with the policy of the Board

governing payment of salary to other administrative members of the professional staff;

- (d) Health insurance benefits (specifically - Group Health Insurance Plan; Prescription Drug Plan; Group Dental; Health Insurance Retirement; and Group Dental Insurance, collectively “Health Insurance Benefits”) as currently offered through the District’s Act 93 Administrator/Supervisor’s Salary and Benefits Agreement, which was adopted pursuant to Section 1164 of the Public School Code, as currently in effect through June 30, 2024 (hereinafter the “Act 93 Agreement”) for herself and her spouse, in the event her spouse is otherwise unable to secure comparable medical insurance for the same cost from his employer and/or retirement program together with the District’s establishment and funding of a flex spending account in the amount of Three Thousand Fifty Dollars (\$3,050.00) annually for the benefit of Business Administrator. In no event, however, shall the Health Insurance Benefits provided to Business Administrator be less than those currently offered through the Act 93 Agreement except for those defined by date, meaning co-payments and any other benefits that would include an employee financial contribution (by way of example, if subsequent Act 93 Agreements require an increase in the co-pay currently in effect, Business Administrator would have to pay the increased amount for herself and, if applicable, her spouse);
- (e) Thirty (30) vacation days per school year for each year of this Agreement. Vacation days are to be taken at the discretion of the Business Administrator, subject only to the approval of the District’s

Superintendent. The Business Administrator must use a minimum of twenty (20) vacation days each year with the balance of any unused vacation days each year being carried over, at Business Administrator's discretion, to the next year so long as the same are used within the first six (6) months thereof. The Business Administrator shall also have the option to "buy-back" up to five (5) days of vacation each year in lieu of taking vacation, at the Business Administrator's sole discretion;

- (f) A term life insurance policy in the amount of Five Hundred Thousand Dollars (\$500,000.00) be secured and remain in effect throughout the term of this Agreement and in lieu of any other life insurance as may be available through the Act 93 Agreement;
- (g) Tuition reimbursement in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) for each year during the term of this Agreement which can, at the option of the Business Administrator, be applied toward tuition in lump sum. In addition, Business Administrator shall receive an additional Seven Thousand Five Hundred Dollars (\$7,500.00) as credit earned for services rendered during the 2019-2020 school year that could not be utilized due to the disruption in the workplace caused by the Coronavirus (COVID-19) pandemic; and
- (h) All other benefits and incentives provided to administrators in the Act 93 Agreement even though such benefits are not expressly enumerated herein. It is understood that if the District enters into a new Act 93 Agreement during the term hereof, the Business Administrator shall not have any benefits and/or incentives reduced with the exception of the type of insurance coverages offered and/or required employee

contributions. Nothing contained herein shall preclude the District from providing additional benefits and incentives to the Business Administrator as may be agreed to by the parties.

5. **Evaluation.** The evaluation instrument to be utilized for the purposes of evaluating the Business Administrator as set forth herein shall be mutually developed by Business Administrator and the District's Superintendent. The evaluation instrument should be finalized no later than May 1, 2024 for use during the 2023-2024 school year and each year thereafter. In the event that Business Administrator and the District's Superintendent cannot mutually develop an evaluation instrument, the District reserves the right to unilaterally implement an evaluation instrument for use during the 2023-2024 school year and each year thereafter. If, for any reason, the District's Superintendent fails to evaluate the Business Administrator by June 1st of any school year, the Business Administrator's performance for that school year shall be deemed satisfactory.

6. **Compensation Obligations.** The obligation of the District to compensate Business Administrator during the term of this Agreement shall be subject to the relevant provisions of applicable law, unless terminated by Business Administrator by way of written resignation, or by way of removal of the Business Administrator in accordance with applicable law.

7. **Discharge and Termination of Business Administrator.** This Agreement may be terminated or the obligations of the Business Administrator may be discharged upon the occurrence of any one of the following events, to wit:

- (a) Discharge for valid and just cause for the reasons set forth in 24 Pa.C.S.A. §10-1089 of the Public School Code of the Commonwealth of Pennsylvania, pursuant to the due process requirements thereof;
- (b) Mutual agreement of the parties;

- (c) Resignation by the Business Administrator at any time throughout the term of this Agreement provided that she notify, in writing, the Board at least ninety (90) days prior to the intended effective date of resignation and as required by the Public School Code of the Commonwealth of Pennsylvania; or
- (d) Unilateral termination by the Board provided that it notify, in writing, the Business Administrator at least one hundred twenty (120) days prior to the intended effective date of the termination. In the event of termination under this subsection, the District shall pay to Business Administrator, as severance pay: (i) in the event of a termination date occurring prior to July 1, 2024, twenty four (24) months of annual salary, less appropriate deductions, in a lump sum no later than thirty (30) days after the date of termination plus continued Health Insurance Benefits, as defined in Paragraph 4(d) above, for a period of twenty four (24) months after the date of termination; or (ii) in the event of a termination date occurring on or after July 1, 2025, twelve (12) months of annual salary, less appropriate deductions, in a lump sum no later than thirty (30) days after the date of termination plus continued Health Insurance Benefits, as defined in Paragraph 4(d) above, for a period of twelve (12) months after the date of termination (hereinafter collectively “Severance Pay”).
- Business Administrator shall have no duty or obligation to offset or mitigate the Severance Pay received hereunder and will only be provided if, and only if, Business Administrator executes a valid and comprehensive release of any and all claims that Business Administrator may have against the District in a form provided by the District; and

(e) The District shall pay the Business Administrator for unused days of sick leave at the time this Agreement is terminated for any reason, whether voluntarily or involuntarily, including but not limited to retirement, resignation, termination, death, mutual consent, or non-renewal of this Agreement, at which time the District shall pay the Business Administrator fifty percent (50%) of her then-current per diem rate of pay for each day of unused sick leave up to a maximum payment for one hundred (100) days of unused sick leave. ("Per diem rate of pay" as the term is used throughout this Agreement shall be calculated by dividing the Business Administrator's then-current annual salary by 260).

8. **Death During Employment.** If Business Administrator shall die during the term of this Agreement, District shall pay to the estate of Business Administrator the compensation which otherwise would be payable to Business Administrator up to the end of the month in which Business Administrator's death occurs. Thereafter, District shall have no further responsibility hereunder, and this Agreement shall terminate automatically.

9. **Representations of Business Administrator .** Business Administrator represents that, at all times during the term of employment, she will have and maintain any and all certifications and/or licenses as may be required of persons holding the position of Business Administrator within a public school system of the Commonwealth of Pennsylvania and as may be required and set forth through the School Code to act within her scope of employment for the District in the Commonwealth of Pennsylvania and agrees to provide a copy thereof to the District upon request. Business Administrator agrees to notify District if the foregoing representation is no longer true and correct during any period of the term of employment within five (5) calendar days after Business Administrator learned or should have learned that she does not have any and all required certifications and/or licenses as aforesaid.

10. **Provisions in Accordance with School Code.** This Agreement shall not be in violation of any provisions of the School Code and shall be construed as containing and be read in conformity with all provisions of the School Code as it relates to the relationship between a “District” and its “Business Administrator.”

11. **Compliance with Agreement.** The parties shall be required to comply with all aspects of this Agreement, any exception thereto being agreed to only by mutual written consent of the District and Business Administrator.

12. **Legal Assistance and Indemnification.** If an action is brought against Business Administrator for damages on account of an injury to a person or property, and it is alleged that the act of Business Administrator which gave rise to the claim was within the scope of the office or her duties, District shall, upon the written request of Business Administrator, defend the action, unless or until there is a judicial determination that such act was not within the scope of the office or duties of Business Administrator. Additionally, if an action is brought against Business Administrator for damages on account of an injury to a person or property, and Business Administrator has given timely prior written notice to the District, and it is judicially determined that an act of Business Administrator caused the injury and such act was, or that Business Administrator in good faith reasonably believed that such act was, within the scope of her office or duties, the District shall indemnify Business Administrator for the payment of any judgment of the suit. This obligation to defend and indemnify Business Administrator is consistent with the provisions set forth in the Political Subdivision Tort Claims Act. The District’s obligation to defend and/or indemnify Business Administrator is limited to and shall not in any way exceed the terms set forth herein. This section shall survive the term of this Agreement.

13. **Assignment.** This Agreement shall not be assignable by either party without the prior written approval of the other party.

14. **Headings for Reference Only.** The section and paragraph headings in this Agreement are for convenience of reference only and shall not be deemed to modify or limit the provisions and/or terms of this Agreement.

15. **Notices.** Any notice, communication, demand or other writing (a “notice”) required or permitted to be given, made or accepted by any party to this Agreement shall be given by personal delivery or by depositing the same in the United States mail, properly addressed, postage pre-paid and registered or certified with return receipt requested. A notice given by personal delivery shall be effective upon delivery and a notice given by registered or certified mail shall be deemed effective on the second day after such deposit. For purposes of notice, the addresses of the parties shall be, until changed by a notice given in accordance herewith, as follows:

If to the District/Board: Pottstown School District
District Administration Building
230 Beech Street
Pottstown, PA 19464
Attn: District Superintendent & Director of Human Resources

With a required copy to: Stephen H. Kalis, Esquire
Fox Rothschild LLP
747 Constitution Drive, Suite 100
P. O. Box 673
Exton, PA 19341-0673

If to the Business
Administrator: Maureen K. Oakley
District Administration Building
230 Beech Street
Pottstown, PA 19464

16. **Entire Agreement.** This Agreement contains the entire agreement between the parties and may not be changed, amended, modified or superseded, except by written instrument executed by the parties hereto. This Agreement supersedes any and all other agreements between the parties hereto with respect to the subject matter hereof.

17. **Execution and Counterparts.** This Agreement may be executed in two or more counterparts, each of which, when executed by the parties, shall be considered to constitute one and the same instrument.

18. **Possible Illegalities.** If any one provision of this Agreement shall be declared void or invalid by a court of competent jurisdiction, such void or invalid provisions shall not in any way impair the whole Agreement and the remaining provisions shall be construed as if not containing the provisions or provision held to be void or invalid, and the rights and/or obligations of the parties shall be construed and enforced accordingly.

19. **Recitals.** The Parties agree that clauses commonly referred to as “Whereas” clauses or recitals set forth facts and matters that the parties agree upon, and further serve to define and explain the intentions of parties and, as such, the clauses shall be incorporated into and considered to be part of this Agreement and not merely a preamble to the same.

20. **Enforcement of Agreement.** This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and any and all references to the Public School Code of the Commonwealth of Pennsylvania as contained herein shall also refer to and incorporate any amendment or recodification of the same. Furthermore, each and every provision of this Agreement has been mutually negotiated, prepared and drafted and, in connection with the construction of any provision hereof, no consideration shall be given to the issue of which party actually prepared, drafted or negotiated any provision of this Agreement or its deletion.

{Signatures contained on following page}

IN WITNESS WHEREOF, intending to be legally bound, the parties have hereunto set their hands and seals as of the day and year first above written.

DISTRICT:

POTTSTOWN SCHOOL DISTRICT

Attest: Mary Ellen Urquhart
Mary Ellen Urquhart,
Assistant Board Secretary

By: Katina L. Bearden
Katina L. Bearden, Board President

BUSINESS ADMINISTRATOR:

Jane Blawie
Witness

Maureen K. Oakley
Maureen K. Oakley