

POTTSVILLE AREA SCHOOL DISTRICT
CONTRACT FOR EMPLOYMENT OF DISTRICT SUPERINTENDENT

THIS CONTRACT is made and entered on **November 19, 2025** by and between the Board of School Directors of the Pottsville Area School District with offices located at 1501 West Laurel Boulevard, Pottsville, Pennsylvania 17901-1419 (hereinafter referred to as "District") and Dr. Guy Lowery (hereinafter referred to as "Superintendent" or "Dr. Lowery").

WHEREAS, the Board of School Directors of the District, at a regularly scheduled meeting, duly and properly called on the **August 28, 2025**, did appoint Dr. Lowery to the office of Superintendent in accordance with the provisions of Sections 508, 1071, 1073 and 1073.1 of the Commonwealth of Pennsylvania's Public School Code of 1949, as amended (hereinafter referred to as "Public School Code"); and

WHEREAS, the parties have agreed upon certain terms and conditions of continued employment and desire to reduce said terms and conditions to writing ("Contract");

NOW, THEREFORE, the parties, intending to be legally bound hereby, and in consideration of the mutual covenants contained herein, agree as follows:

1. Terms

In consideration of the promises herein contained, the Board employs Dr. Lowery, and Dr. Lowery hereby accepts said employment as Superintendent of the Pottsville Area School District for a term of five years, commencing on **December 1, 2025 and ending November 30, 2030**.

This Contract shall terminate immediately upon the expiration of the aforesaid Term unless the Contract is sooner modified or terminated in accordance with this Contract, Dr. Lowery shall retire or resign before this Contract shall expire, or Dr. Lowery's term as Superintendent is allowed to renew automatically in accordance with Section 1073 of the Public School Code or of this Contract.

The Superintendent agrees, during the term of this contract, to serve as Chief Administrator of the District and Executive Officer for the Board of School Directors, and to perform the duties of the Superintendent in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the Job Description for the position of Superintendent (*Attached as Appendix A of this Contract*), and the provisions of this Contract.

2.Outside Work

The Superintendent agrees to devote his full time, attention, energy, skills and labor to his employment as Superintendent during the term of this agreement. The Superintendent, with prior approval of the School Board, which shall not be unreasonably denied, and as allowed by law, may undertake work as a consultant, speaking engagements, writing, lecturing, or other professional duties and obligations which do not interfere with the performance of the Superintendent's duties with the School District.

3.Authority of District and Superintendent

The District, on its own behalf and on behalf of the residents of the District, and Superintendent hereby retain and reserve all power, rights, authority, duties and responsibilities conferred upon and invested in it and in him, respectively, by the laws and the Constitution of the Commonwealth of Pennsylvania.

4. Professional Qualifications

The Superintendent covenants that he possesses all of the qualifications that are required by law to serve as the Superintendent in the Commonwealth of Pennsylvania and that he will maintain the same throughout the Term of this Contract. The Superintendent further agrees to maintain throughout the term of this agreement a valid and current commission or other legal credential as may be required by law. He further agrees to subscribe to and take the proper Oath of Office before continuing in his duties.

5. Responsibilities of the Superintendent

The Superintendent is responsible for the administration of the schools under the direction of the Board of School Directors, and in compliance with all the requirements of Board policy and the school Code. Superintendent is also responsible for all duties specifically enumerated in the job description in **Appendix "A"** attached hereto. The Superintendent shall recommend, administer and enforce the policies and programs of the Board of School Directors. No duties will be performed that conflict with Board policy. The Superintendent shall provide overall direction to the activities of the District and all personnel toward the accomplishment of approved educational goals; conserve the District's assets and resources; and maintain and enhance the District's standing in all its major internal and external relationships, to the best of his ability.

Superintendent shall have a seat on the Board of School Directors and the right to speak on all issues before the Board but shall not have the right to vote. Superintendent shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, excepting (at the option of the Board) those executive sessions relating to his performance evaluation, and shall serve as advisor to the Board and its committees in all matters affecting the District, and he will inform the Board as to administrative actions taken on Its behalf.

6. Professional Growth

The duties of the Superintendent require his presence at meetings, conventions, and conferences in order that he can maintain awareness of current education-related issues and information. The Superintendent shall have the right to attend regional, state and national meetings, conventions and conferences for the purpose of professional development. The District considers the expenses involved in such activities to be directly related to his duties and appropriate for reimbursement. The Superintendent shall be reimbursed for all costs associated such meetings, conventions and conferences including registration, travel, food and lodging in accordance with District policies and procedures applicable to other District professional employees.

7. Benefits

Health Insurance: The Superintendent will receive, at District expense, all benefits that are included in the current Act 93 Agreement. The District will make an employer contribution into the Superintendent's HSA account in an amount equal to 50% of the deductible on January 1 of each year of this Contract. Should the Superintendent decline the District's health insurance, the District shall pay an annual payment of \$6,000. The Superintendent will be eligible to opt out at any point with proof of alternate coverage at any point during the plan year. In situations where he does not opt out for the full year, the Superintendent will be eligible for a partial opt out payment equal to the percentage of the year remaining. The payment shall be paid out as follows: \$3,000 on the first payroll date in December and \$3,000 on the second payroll date in June (note: amounts may differ if prorated).

Leaves of Absence: Except as specifically provided herein, the Superintendent shall receive all other leaves of absence for which any other employees are eligible, subject to legal requirements and District policies and procedures.

Sick Leave: As of **December 1** of each year of this Contract, the Superintendent shall receive twelve (12) days of sick leave per year, which are cumulative without limit. Upon retirement into the PSERS retirement system, the Superintendent shall be paid for all unused sick days at a rate of \$150 per day. The payment shall be placed into a 403(b) and/or an HSA account with applicable payroll taxes withheld.

Vacation Days: As of **December 1** of each year of this Contract, the Superintendent shall receive twenty (20) vacation days per year. A maximum of seven (7) unused days per year at his then per diem rate shall be paid annually.

Personal Days: As of **December 1** of each year of this Contract, the Superintendent shall receive four (4) personal days of absence during the school year, provided that no personal days shall be permitted for the purpose of engaging in series or activities for which compensation in any form will be paid. Personal leave days not used during the school year shall be added to the Superintendent's unused sick leave at the end of the school year.

Credit Reimbursement: The Superintendent shall be reimbursed by the District for earning credits from an accredited institution, subject to prior approval.

Bereavement: For death in the immediate family (parent, step-parent, husband, parent-in-law, brother, sister, son, daughter, or grandchild) leave of absence from the date of death to and including the day after the funeral, but not to exceed five (5) administrative days will be allowed without deduction of salary. For the death of a near relative of the employee or the employee's spouse (grandparent, first cousin, aunt, uncle, niece, nephew, grandparent-in-law, brother-in-law, sister-in-law, daughter-in-law, or son-in-law) one day's absence for attendance at the funeral without deduction of salary will be allowed. A "near relative" as defined above, or any other person who makes his home with the employee, qualifies as "Immediate Family" which permits up to five (5) days as outlined above.

Retirement Benefits: The Superintendent shall be eligible for the retirement Incentive set forth therein for the duration of this contract such incentive provided that a mandatory 403(b) and/or HSA plan will be provided to shelter any compensation received for unused sick leave and retirement incentive. Any unused sick leave shall be cumulative from year to year. It will be the retiree's responsibility to complete all paperwork with an approved 403(b) plan vendor and submit it to the school district payroll office. The school district shall make a non-elective employer contribution to the employer's 403(b) retirement plan and/or HSA for all unused sick leave. The employee shall receive no cash option.

Upon retirement into the PSERS retirement system, the Superintendent shall be entitled to up to (8) years of coverage or until he is eligible for Medicare, whichever occurs first, of medical coverage subject to the following limitations. The District will pay the premium, less the amount reimbursed to the retiree by PSERS.

Professional Association Dues: The District shall pay dues for four (4) professional associations of which the Superintendent is or becomes a member while he is employed by the District. If the Superintendent is taking college courses for reimbursement, he is entitled to two (2) professional associations of which the Superintendent is or becomes a member while he is employed by the District.

Life Insurance: The District shall pay the complete cost for group life insurance in the amount of two times annual salary.

8. Salary

The Board agrees to pay the Superintendent an annual salary covered by this agreement, to be paid in equal installments in accordance with the procedures of the District governing salary payments. Compensation shall be based upon an average of 260 workdays each year.

The Board may adjust the salary of the Superintendent during the term of this Contract, but in no event shall he be paid less than the salary he is receiving at the time. Any adjustment in salary made during the life of this Contract shall be in the form of an amendment and become a part of this Contract but it shall not be deemed that the District and Superintendent have entered into a new Contract nor that the termination date of the existing Contract has been extended.

The District shall pay the Superintendent annual salaries as follows:

For the 2025-2026 contract year, the Superintendent's salary shall be \$175,000. Each year thereafter, the Superintendent shall be entitled to an increase in his annual salary as determined by the Board, based upon his performance evaluation. If said evaluation is proficient then the increase shall be two and one-half percent (2.5%) of his prior year's annual salary. Compensation shall be made in accordance with the District's payroll procedure.

At the Board's discretion, the Superintendent may receive an increase of greater than two and one-half percent (2.5%) If the performance evaluation results in a rating of distinguished. Should the Superintendent's rating be less than satisfactory he shall not be entitled to an increase.

9. Other Benefits

A. The Superintendent shall be entitled to a contribution by the District of \$5,000.00 on an annual basis to a 403(b) plan. The Superintendent may allocate from his salary such contributions as he may elect to a 403(b) plan on an annual basis in such amount as is legally permissible.

B. Except as specifically provided herein, the Superintendent shall be entitled to any other benefits provided to any other District employee, including but not limited to all benefits specified in the District's administrator compensation plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164), even though such benefits are not enumerated in this Contract. Any increase or improvement in benefits ONLY extended to Act 93 employees or any other District employee during the Term of this Contract will also be extended to the Superintendent and become part of this Contract. Any decrease or reduction in benefits to District employees will not reduce the benefits provided to the Superintendent during the term of this Contract. Nothing contained herein shall preclude the District from providing additional benefits to the Superintendent as may be agreed to in writing by the parties.

C. **Merit Bonus – 403(b) Contribution:** The Superintendent shall be eligible for a \$2500 annual merit-based bonus only if the Superintendent meets the performance standards mutually agreed upon by the Board and the Superintendent for that year. For eligibility, the Superintendent must be rated Proficient on exactly four (4) of the eight (8) Leadership Standards and Distinguished on the remaining four (4) Leadership Standards, and all Objective Performance Standards (5) established for the year must be met.

10. Annual Performance Review and Evaluation

The performance of the Superintendent shall be assessed annually by utilizing the evaluation tool mutually agreed to by both parties, and will be attached as Exhibit "B" after the Superintendent completes his first 90 day entry plan. The Board and District Superintendent will hereby mutually agree to objective performance standards immediately after the first 90 days, and they will be attached as part of Exhibit "C" to be agreed upon annually. The Board shall vote on the Superintendent's evaluation, and the District shall annually post the date of the Superintendent's annual performance assessment and whether or not the Superintendent met the agreed upon objective performance standards. No other information regarding the Superintendent's performance assessment shall be posted on the District website or in any other manner disclosed by the District unless expressly required to do so by state or federal law. As shall be mutually agreed upon, modifications may be made by the Board of School Directors to address the current nature of challenges, issues and needs facing the District. The Board shall provide the Superintendent with periodic opportunities to discuss Superintendent/Board relationships.

The Board shall evaluate, in writing, the performance of Superintendent at least once a year during the term of this Contract, no later than August 30th of each year, unless the parties mutually agree in writing on another date for the annual evaluation.

Any instrument and method selected shall require the Board of School Directors to speak in one voice by voting as an entire Board rather than "averaging" the feedback of each member regarding each aspect of the evaluation. In the event the Board consensus determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation. The Board's evaluations and the Superintendent's response(s) shall be totally private and in no manner become public knowledge or conversation, except as otherwise expressly required by state or federal law. The Superintendent's performance shall be deemed proficient, and the District Superintendent shall not be subject to discipline, discharge, or termination on the basis of neglect of duty or incompetency in any year when a formal performance assessment is not completed in accordance with this Contract.

11. Investigations by the Board

In the event that the Board of School Directors directs that any investigation of the Superintendent's conduct or performance be undertaken, the Superintendent shall be: (i) notified of the occurrence and purpose of such investigation prior to the commencement of the same; (ii) granted access to all documents or reports generated by such an investigation and; (iii) granted the opportunity to respond, verbally or in writing, to any documents, findings or conclusions derived from such an investigation prior to the investigation being concluded. Any investigations undertaken by the Board shall be completed in private without any public disclosure by the Board or the Superintendent of the commencement or progress of the same.

12. Professional Liability

A. The District agrees that it will defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in either his individual or official capacities while acting within the scope of his employment as the agent, servant, and/or employee of the District. The provisions of this section shall not extend to any criminal litigation or willful misconduct. They may be further limited as required pursuant to the laws of the Commonwealth of Pennsylvania and the Political Subdivision Tort Claims Act of Pennsylvania. Further, under no circumstances shall members of the District, either individually or collectively, be held personally liable or accountable for the indemnifications as provided hereunder.

B. If in the good faith opinion of the Superintendent a conflict exists as regards to the defense of such claims between the legal position of the Superintendent and the legal position of the District, the Superintendent may engage counsel. Any such counsel engaged by the Superintendent shall be at his own cost with no contribution from the District.

13. Reappointment

Pursuant to Section 10-1073(b) of the Pennsylvania Public School Code of 1949, as amended, the agenda for any regular or special meetings of the Board of School Directors held not later than 90 days prior to **November 30, 2030** (the expiration of the Superintendent's term) may include an item requiring the affirmative vote of five (5) or more members of the Board of School Directors of the District's intent to retain him for another three (3) to five (5) year term or alternatively, that another or other candidates will be considered for office. If the Superintendent is not so notified, the Superintendent's Contract will be extended for a one (1) year term through **November 30, 2031** under the terms and conditions set forth herein unless mutually agreed otherwise by the Board and the Superintendent.

14. Termination

A. The Superintendent shall be subject to discharge and termination of this Contract for valid and just cause for the reasons specified in Section 1080 of the Public School Code. However, the Board shall not arbitrarily or capriciously call for the Superintendent's dismissal and the Superintendent shall in any event have the right to written charges, notice of hearing, fair and impartial hearing, all elements of due process, and the right to appeal to a court of competent jurisdiction. At any such hearing before the Board, the Superintendent shall have the right to be present and to be heard, to be represented by counsel, and to present evidence, through witnesses, testimony, and documentation relevant to the issue. A transcript of the record of proceedings before the Board shall be made available without charge to the Superintendent. The District Superintendent shall have the right to be represented by counsel at his sole cost and expense. Provided, however, if the charges against the Superintendent are not sustained and/or should the Superintendent prevail in any hearing or appeal, the Board shall reimburse the Superintendent for all legal fees and expenses incurred by the Superintendent in the proceedings.

This Contract may be unilaterally terminated without penalty by the resignation of the Superintendent at any time; provided the Superintendent gives the Board at least ninety (90) days' notice prior to the effective date of the resignation. If this Contract is terminated in this manner, the District shall pay and provide to the Superintendent all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverage the Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the effective date of his resignation and termination of this Contract.

This Contract may be terminated by the mutual consent, in writing, of the Superintendent and the Board. If this Contract is terminated in this manner, the District shall pay and provide to the District Superintendent all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and coverage the District Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the mutually agreed upon effective date of the

termination of this Contract and any additional amount mutually agreed upon by the Board and Superintendent in accordance with the Severance Buyout Option set forth below. This Contract shall be terminated upon the death of the Superintendent, at which time, the District shall pay to the Superintendent's estate and/or heirs all of the aggregate compensation, salary, and benefits the Superintendent earned, accrued and/or is entitled to under this Contract through the date of the Superintendent's death.

15. Severance Buyout Option

No agreement between the School Board and the Superintendent for a negotiated severance will provide for a severance payment or obligation to the Superintendent that exceeds the following: If the severance takes effect two (2) years or more prior to the end of the above- stated contract term, the maximum severance obligation of the School District is the equivalent of one (1) year's compensation and benefits otherwise due under the contract. If the severance takes effect less than two (2) years prior to the end of the above- stated contract term, the maximum severance obligation of the School District is the equivalent of 50% of the total outstanding compensation and benefits otherwise due under the contract. The buyout and severance provisions of this contract may not be modified during the course of this Contract term or in the event that the Contract is terminated by either party.

16. Statutory References

All references to the Public School Code contained herein shall refer to the Pennsylvania Public School Code of 1949 and shall also refer to and incorporate any amendment or recodification of such Code.

17. Savings

If any provision of this Contract, or any portion thereof, is held to be invalid and unenforceable by Federal or State law or a court, then the remainder of this Contract shall nevertheless remain in full force and effect.

18. Integration

This document contains the mutual and complete agreement between the Superintendent and the Board with respect to the terms and conditions of employment.

19. Modification

Notwithstanding any term or provision contained within this Contract or elsewhere, oral or written, this Contract shall not be modified except in a writing signed by the Superintendent, executed by the Board President, and attested by the Board Secretary.

20. Applicable Law

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

This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors or assigns. IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Contract to be duly effective the day and year first above written.

SIGNATURE PAGE

In Witness Whereof, and intending to be legally bound hereby, the parties have caused this Agreement to be duly executed the day and year first above written

Pottsville Area School District

Attest:

Date: _____

By: _____

President
Board of School Directors

Date: _____

By: _____

Secretary

Date: _____

By: _____

Superintendent

APPENDIX A | JOB DESCRIPTION

JOB SUMMARY: Serve as the Chief Executive Officer of the School District. Provide leadership in developing and maintaining comprehensive educational programs and services that advance the mission of the District. Oversee and administer the use of all District facilities, property, and funds to ensure maximum efficiency. Supervise School District administrative staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Provide educational leadership that offers a quality education for students.
- Administer the school code and all legal requirements pertaining to public education, and the policies and procedures of the School District.
- Establish annual areas of focus and initiatives within the Comprehensive Planning and Superintendent Evaluation Processes.
- Provide input and information to the Board of Directors to assist them in developing policies and in their decision-making.
- Organize, administer, and supervise all school departments and personnel in order to produce the educational goals established by the School District; coordinate an effective recruitment, hiring and orientation program to attract and retain qualified staff members.
- Establish and maintain a sound organization, which provides for all essential functions of the District, recommending proposed organization revisions, selection, appointment, transfer, promotion, reduction, termination of school personnel.
- Supervise the preparation and presentation of the annual budget; provide overall control of the District's financial activities and take appropriate action to assure that expenses are kept within currently approved budgetary limits.
- Visit the District schools on a regular basis to monitor the effectiveness of District policies and programs and attend District-wide events; make recommendations to the Board of Directors regarding their adequacy.
- Oversee and facilitate all School District construction and renovation projects and act as a liaison to the School Board for all construction matters.
- Maintain active contact/familiarization with local, state, federal programs.

MARGINAL DUTIES AND RESPONSIBILITIES:

- Represent the School District at local, state, and national meetings appropriate to the educational program.
- Assign various administrative tasks to appropriate members of the leadership team and monitor the successful completion of those tasks.
- Oversee a comprehensive and positive public relations program that promotes the School District in the community.
- Promote close cooperation between parents, teachers, and other School District staff as well as represent the School Board as a liaison between the School District and community.
- Perform other duties as assigned by the Board of Directors.