

ATTACHMENT #1 - July 16, 2024

AGREEMENT BETWEEN DR. STEVEN SZOBOCSAN AND WARWICK SCHOOL DISTRICT

On July 1, 2024, this Agreement is entered into between the Warwick School District ("School District") and **DR. STEVEN SZOBOCSAN** to accept a temporary assignment as Acting Superintendent of Schools pursuant to the terms and conditions outlined below.

Background Information: The School District's current Superintendent of Schools, Dr. April Hershey, has announced her resignation effective June 30, 2024. The School District's Board of School Directors ("School Board") intends to conduct a search to find and hire a permanent replacement for Dr. Hershey, and a replacement will not be in place by that resignation date. The School Board, therefore, wishes to appoint its current Assistant Superintendent Dr. Steven Szobocsan ("Dr. Szobocsan"), to the temporary position of Acting Superintendent, as outlined below, to ensure an orderly transition of the School District's administrative functions while the search for a permanent Superintendent of Schools is conducted.

Intending to be legally bound, the parties agree as follows:

1. **Acting Superintendent:** Dr. Szobocsan shall be appointed Acting Superintendent of the School District for a time period beginning July 1, 2024 and ending no later than June 30, 2025, subject to the School District's right to unilaterally remove Dr. Szobocsan as Acting Superintendent in accordance with paragraph 4(a) below.
2. **Duties as Acting Superintendent:** While serving as Acting Superintendent, Dr. Szobocsan shall fulfill the job responsibilities of the School District's Superintendent of Schools as outlined in Sections 1005, 1006, 1007, 1008, 1009 and 1081 of the Public School Code, as amended, 24 P.S. §§ 10-1005, 10-1006, 10-1007, 10-1008, 10-1009 and 10-1081. In addition to these statutory duties, Dr. Szobocsan's job responsibilities as Acting Superintendent shall include, but not be limited to the following:
 - a. attendance at all regular and special meetings, conferences, and executive sessions of the School Board, unless otherwise excused;
 - b. meet and/or communicate with the School Board's President and/or other School Board officers to establish agendas for the School Board's regular and special meetings;

- c. work cooperatively with the School District's central office and school-based administrators;
 - d. keep School Board members informed of student, personnel, facility, operational and curriculum issues of the School District; and
 - e. meet privately with the School Board as requested to review his performance as Acting Superintendent;
 - f. if applicable, work cooperatively with the newly appointed Superintendent of Schools to orient that person to the School District;
 - g. perform other duties customarily performed by the School District's Superintendent of Schools as requested by the School Board.
3. **Compensation and Fringe Benefits as Acting Superintendent:** While serving as Acting Superintendent during the 2024-2025 school year, Dr. Szobocsan shall receive an additional stipend of \$250.00 per workday in addition to the salary and fringe benefits that he would be entitled to receive as the Assistant Superintendent during the 2024-2025 school year under his employment contract. This daily stipend shall be paid for each workday serving as the Acting Superintendent in conjunction with Dr. Szobocsan's regular salary through the regular employee payroll cycle. If the School Board elects to end Dr. Szobocsan's appointment as Acting Superintendent earlier than June 30, 2025, this stipend shall be discontinued and/or adjusted to reflect the actual number of days worked as the Acting Superintendent.
4. **Acting Superintendent Employee Status:** The School District and Dr. Szobocsan acknowledge and agree that Dr. Szobocsan shall possess the following rights and protections while serving as the Acting Superintendent:
- a. The School District reserves the right to remove Dr. Szobocsan as the Acting Superintendent and return him to his position as the current Assistant Superintendent at any time and for any reason, subject to a majority vote of the Board of School Directors at a publicly advertised meeting.
 - b. Dr. Szobocsan hereby waives any right that he may possess under Sections 514, 1080 or 1151 of the Public School Code to challenge or otherwise contest any

School Board action to remove him as Acting Superintendent and return him to his position as Assistant Superintendent under paragraph 4(a) above.

- c. Either upon removal from, or the expiration of his appointment as, Acting Superintendent, Dr. Szobocsan, shall return to his employment as Assistant Superintendent pursuant to the terms and conditions associated with his employment in that position.
 - d. If the School Board were to take any action to entirely terminate Dr. Szobocsan from his employment with the School District while serving as Acting Superintendent, procedural due process shall be afforded him in compliance with Section 1080 of the Public School Code and/or his employment status as the Assistant Superintendent.
5. **Intent of the Parties:** Because the School District is actively searching for a new Superintendent of Schools, the parties understand the immediate appointment of a permanent Superintendent is impracticable, and the School Board and Dr. Szobocsan agree to proceed as follows if any of the following situations were to arise:
- a. If Dr. Szobocsan believes that he is unable to continue serving as Acting Superintendent for any reason and wishes to return to his position as Assistant Superintendent, he shall provide the School Board with at least thirty (30) days advance written notice of his intent to step down and return to his Assistant Superintendent position.
 - b. If the School District hires a new Superintendent of Schools during the 2024-2025 school year, and that person can be released from any current employment commitment before June 30, 2025, the School Board has discretion under paragraph 4(a) above to end Dr. Szobocsan's appointment as Acting Superintendent and return him to his position as Assistant Superintendent in order to allow the new Superintendent of Schools to commence employment.

[signature page follows]

As evidenced by their signatures below, the parties hereto agree to the terms set forth in this Agreement.

STEVEN SZOBOCSAN

Date: _____

WARWICK SCHOOL DISTRICT

President, Board of School Directors

Secretary, Board of School Directors

Date: _____