

SUPERINTENDENT'S EMPLOYMENT CONTRACT

This Employment Contract is made and entered into this 23rd day of October, 2017 by and between the Shippensburg Area School District, hereinafter referred to as "the District," and Dr. Jerry Wilson hereinafter referred to as "Superintendent";

W I T N E S S E T H

WHEREAS, the Board has determined that Dr. Jerry Wilson is capable and qualified to serve as SUPERINTENDENT; and

WHEREAS, the Board, at its regular meeting on the 23rd day of October, 2017, appointed Dr. Jerry Wilson to act in the capacity of Superintendent of the Shippensburg Area School District for a period of three years and seven months (3 years, 7 months) commencing on the 1st day of December, 2017, and extending until the 30th day of June, 2021; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable considerations, the receipt of which are hereby acknowledged, and intending to be legally bound hereby, the Board and the SUPERINTENDENT do hereby agree as follows:

1. **EMPLOYMENT.** The Superintendent is hereby elected and hired to serve as SUPERINTENDENT of the Shippensburg Area School District from December 1, 2017 and extending until June 30, 2021, and the SUPERINTENDENT hereby accepts said election and employment and the terms of this Contract.

2. **LEGAL QUALIFICATIONS.** The SUPERINTENDENT covenants that he possesses all of the qualifications that are required by law to serve as a SUPERINTENDENT in the Commonwealth of Pennsylvania. The SUPERINTENDENT agrees to maintain throughout the term of this AGREEMENT a valid and current commission or other legal credential as may be required by law and to present the same to the Board of School Directors. He further agrees to subscribe to and take proper oath of office before entering upon his duties.

3. **DUTIES AND RESPONSIBILITIES.** The administration of school policy, the operation and management of the schools and the direction of employees shall be through the SUPERINTENDENT. The parties hereto agree that:

- (a) The SUPERINTENDENT shall furnish recommendations to the Board of School Directors on matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the SCHOOL DISTRICT.
- (b) In accordance with applicable law, the SUPERINTENDENT shall have a seat on the Board and the right to speak on all issues before the Board of School Directors. The SUPERINTENDENT and/or his designee(s) shall have the right to attend all regular and special meetings of the Board of School Directors and his designee shall serve as advisor to the Board on matters affecting the SCHOOL DISTRICT.
- (c) Criticisms, complaints, and suggestions called to the attention of the DISTRICT shall be referred to the SUPERINTENDENT for study, disposition or recommendation as appropriate. Contact between the staff and the Board is through the Superintendent.
- (d) The SUPERINTENDENT shall be responsible for the administration of the school district under the authority of the Board and subject to the policies and procedures adopted by the Board and as authorized by the Public School Code of Commonwealth of Pennsylvania. The SUPERINTENDENT further agrees to execute the policies and directives of the Board and perform all of the duties of the SUPERINTENDENT as set forth in Section 1081 of the Public School Code and is outlined in a job description, Appendix A, and may be adopted and amended from time to time by the Board in accordance with the professional standards of the Office of SUPERINTENDENT of a public school in the Commonwealth of Pennsylvania.
- (e) **Annual Report.** Each year, the SUPERINTENDENT shall submit to the Board of School Directors a concise report on: a) data and critical events of the preceding year; b) current operations; and c) suggested goals for the coming year. The organization and content of this document shall be as mutually agreed upon between the parties. The report shall be due before graduation of each school year. However, the Board reserves the right to request other reports as determined necessary for the efficient and effective operation of the schools.
- (f) Superintendent agrees to devote his full time, attention, energies, skills and labor to his employment as Superintendent during the term of this Agreement. Only with the prior agreement of the Board may the SUPERINTENDENT conduct and receive compensation for consultative work, lecturing, writing or other professional duties.

4. **DISTRICT** The DISTRICT AND SUPERINTENDENT on its own behalf and on behalf of the electors of the District, hereby retain and reserves unto itself, all power, rights, authority, duties, and responsibilities conferred upon and vested in it by the law and the Constitution of the Commonwealth of Pennsylvania.

5. **COMPENSATION.** The Board of School Directors and the DISTRICT SUPERINTENDENT agree to the following conditions as they relate to this AGREEMENT or any amendment or extension to this AGREEMENT.

- (a) The salary of the Superintendent shall be \$137,500 for the period commencing December 1, 2017 through June 30, 2018. The period from December 1, 2017-June 30, 2018 of the contract shall be prorated as seven-twelfths of a year and every year subsequent to year one shall have an annual salary for the Superintendent which will run from the 1st day of July through the 30th day of June of the following year.
- (b) A salary increase of one (1%) shall be applied on July 1, 2018; two (2 %) percent shall be applied on July 1, 2019, and again on July 1, 2020, if the Superintendent achieves a rating of "Meets Expectations" or a comparable or higher rating. on his annual performance assessment for the prior school year, in accordance with the provisions of this Agreement. These salary increases when made shall be a percentage of the current salary and every increase thereafter will determine the base for any subsequent salary increase.
- (c) The District retains the right to adjust the Superintendent's annual salary greater than the listed amount in section (b) during the term of this Agreement and any extension thereof, provided that such adjustment shall not reduce the annual salary in effect at any given time without the written approval of the Superintendent. Any adjustment in salary made during the life of this Agreement shall be recorded in the Board minutes and shall become a part of this Agreement.
- (d) The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other administrative staff.

6. **BENEFITS.**

The DISTRICT shall provide the SUPERINTENDENT with the following benefits:

- a) **Vacation Leave.** The Superintendent shall be entitled to twenty-five (25) vacation days per annum that become available July 1, 2018, 2019 and 2020. On December 1, 2017 14.5 days will become available for use in the 2017-18 year. These days may accumulate and add to the following year's vacation days a maximum of ten (10) unused vacation days. Upon termination for any reason, retirement or death of the Superintendent, Superintendent or his estate shall be entitled to payment of unused vacation days compensated at the Superintendent's per diem rate of pay at

the time of termination up to a maximum of forty (40) days. All reimbursement due under this section shall be placed in a 403(b) account, selected by the Superintendent that is currently in the District's 403(b) approved plan. It is understood and agreed that the SUPERINTENDENT shall not utilize vacation leave during the first two weeks of school or the last two weeks of school unless otherwise agreed by the DISTRICT AND SUPERINTENDENT.

- b) **Sick Leave.** The Superintendent shall be entitled to annual sick leave in accordance with that provided to all other administrators of the District. On December 1, 2017 7 days will become available for use in the 2017-18 year. Upon termination for any reason, retirement or death of the Superintendent, Superintendent or his estate shall be entitled to payment for unused sick days at the rate of \$100.00 per day for each day accrued in the Shippensburg Area School District and unused. All reimbursement due under this section shall be placed in a 403(b) account, selected by the Superintendent that is currently in the District's 403(b) approved plan. This is an employer contribution and there is no cash option.

- c) **Leaves.** The following leaves are provided in accordance with the provisions of the Act 93 Administrators contract and/or school law.
 - a) Personal
 - b) Bereavement
 - c) Holidays
 - d) Sabbatical
 - e) Military
 - f) Prolonged Illness
 - g) Jury Duty Leave

- d) **Life Insurance.** The School District shall also provide Superintendent with, and pay all premiums incident thereto, a term life insurance contract with a face value equal to twice the Superintendent's annual salary as increased from time to time under this Employment Agreement.

- e) **Health Insurance.** The School District shall provide health, medical, dental, vision, and other health care benefits as are provided to any other administrator of the Shippensburg Area School District during the term of this Agreement; however, Shippensburg Area School District will pay the Superintendent's share of his premiums for he and his spouse's coverage.

Superintendent shall have the option to purchase medical insurances via the district, post-retirement, at full cost until he is eligible for Medicare.

- f) **Graduate Coursework, Professional Development and Continuing Education.** The SUPERINTENDENT is encouraged to continue in his professional

- f) **Graduate Coursework, Professional Development and Continuing Education.** The SUPERINTENDENT is encouraged to continue in his professional development in the field of education through attendance at conferences, workshops and through courses with the expense for same being paid by the School District and prior approval by the Board.

The Superintendent shall be entitled to continuing education reimbursement until he has reached a career maximum of \$25,000 for doctorate and/or graduate credits. In the event the Superintendent who has received such reimbursement leaves the District within two (2) years of completion of the credits, the Superintendent shall reimburse the District for the same.

- g) **Professional Memberships and Travel.** During the term of this Employment Agreement, the District will provide payment of professional dues for the Superintendent to maintain membership in the PASA and the AASA, PASCD and ASCD, and for such other professional organizations as may be approved by the District. The District encourages the professional growth and development provided by these affiliations and encourages the superintendent's active participation.
- h) **Expense Reimbursement.** The District shall reimburse the SUPERINTENDENT for all actual and necessary travel and other expenses, both inside and outside the district i.e., mileage, lodging, meals, tolls, required in the performance of his official duties subject to such limitations provided by District Policy or Board Directive. This does not include home to work or work to home travel.
- i) With Board approval, the SUPERINTENDENT is permitted and encouraged to sit on local, state, or national boards that have an educational purpose and may benefit the DISTRICT. Reasonable expenses for these Boards will be reimbursed by the DISTRICT.
- j) **Physical Examination.** The Superintendent shall have a comprehensive annual physical examination performed by a licensed physician determined by the superintendent. A statement from the licensed physician certifying the Superintendent's physical health shall be provided to the President of the Board of School Directors, filed in his personnel file and treated as confidential information by the District. Costs not borne by the Superintendent's medical insurance carrier shall be borne by the-District.
- k) **Technology Reimbursement.** The Superintendent will be provided a "Technology Allowance" of \$70/month for each year of the contract to reimburse use of personal devices for business usage.

- l) **Moving Expenses.** The District will reimburse the Superintendent for moving expenses that may include temporary housing in December 2017, and travel to the District approved by the Board in November, 2017 incurred by him up to a total of three Thousand Five Hundred (\$3,500) Dollars.
- m) **Other Fringe Benefits.** The Superintendent shall receive all other fringe benefits provided to other administrators employed by the District, to the same extent and on the same terms as provided in the Act 93 Plan then in effect or as otherwise required by law; provided, however, that in no event shall the Superintendent be entitled to any benefit set forth in the Act 93 Plan that is duplicative of any benefit, compensation or incentive expressly set forth in this Agreement.

7. **PROFESSIONAL LIABILITY.** The District shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident arose while Superintendent was acting, or reasonably believed he was acting, within the scope of his employment. District shall provide Superintendent during the term of this Agreement with a professional liability insurance policy covering acts or omissions of the Superintendent occurring during the course of performance of his duties on behalf of the School District, said policy to be in an amount equal to and including the same terms and conditions as the District provides for all other school administrators employed by the District.

8. **REAPPOINTMENT/TERMINATION.** This Agreement shall terminate immediately upon the expiration of the aforesaid term unless the Agreement is sooner modified or terminated in accordance with this Agreement or allowed to renew automatically in accordance with Section 1073(b) of the Public School Code, as amended, or this Agreement.

(a) **Reappointment.** Pursuant to Section 10-1073(b) of the Pennsylvania Public School Code of 1949, as amended, at a regular meeting of the board of school directors occurring at least one hundred fifty (150) days prior to the expiration date of the term of office of the district superintendent, the agenda shall include an item requiring affirmative action by five or more members of the board of school directors to notify the district superintendent that the board intends to retain him for a further term of three (3) to five (5) years or that another or other candidates will be considered for the office. If the Superintendent is not so notified, the Superintendent will be reappointed for a term of years not less than the length of the expiring term and the terms and conditions of this Agreement will be incorporated in a Successor Agreement, unless mutually agreed otherwise by the Board and the Superintendent.

(b) **Termination** This Agreement may be terminated prior to the end of the Term of this Agreement as follows:

- 1) The Superintendent shall be subject to discharge and termination of this Agreement 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. Superintendent shall be entitled to a transcript of the record of proceedings before the Board, at no cost to the Superintendent. The 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.
- 2) This Agreement 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 written 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, 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 plus any applicable post-employment and retirement benefits.
- 3) This Agreement may be terminated by the mutual consent, in writing, of the Superintendent and the Board. If this Agreement is terminated in this manner, the District shall immediately pay and provide to the Superintendent all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and coverages and payment for unused vacation leave, the Superintendent earned, accrued and/or is entitled to in accordance with this Agreement through the mutually agreed upon effective date of the termination of this Agreement and any additional amount mutually agreed upon by the Board and Superintendent provided that such additional amount shall be in strict compliance with Section 1073(e)(3) of the Public School Code, 24 P.S. §10-1073(e)(3)
- 4) This Agreement 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 Agreement through the date of the Superintendent's death.

- 5) In the event that Superintendent should become unable to perform the duties of his office by reason of illness, accident or other cause beyond his control, and said disability should continue for a period of more than three calendar months beyond all sick or other usable leave to which Superintendent is entitled under this Agreement or otherwise, including sabbatical leaves of absence, the District may, at its discretion, make a proportionate deduction from the salary provided in this Agreement or by subsequent amendment. If, after the aforesaid three month period, said disability is determined to be permanent or irreparable on the basis of medical information and opinion satisfactory to the Board, the School District may, at its sole option, terminate this Agreement in accordance with applicable state and federal, and ADA law and procedures and relieve Superintendent of office.
- 6) Buyout and severance provisions for this contract will be in compliance with the terms and conditions as outlined in the Public School Code of 1949, as amended.

9. ASSESSMENT OF PERFORMANCE.

- a) A regular, annual formal assessment of performance will be the means by which the Board will assess the performance of the Superintendent. The performance assessment will be conducted in a private session limited to the Board and the Superintendent. The performance assessment shall be based on the evaluation procedure set forth in the evaluation instrument that has been mutually agreed upon by the Board and Superintendent. The performance assessment will be confidential and privileged and the Board will respect the confidentiality of the discussions. Neither the Board, nor any of its constituent members, will reveal any confidential information about the performance assessment, unless otherwise expressly required by state or federal law. The Board shall conduct the annual assessment of the Superintendent's performance based on: his progress towards goals pre-established by mutual agreement between the Board and Superintendent (established goals may be revised from time to time); performance of duties as required by the Public School Code and the job description for the Superintendent, which job description is attached hereto as **Appendix "A"** and incorporated by reference; working relationships between the Superintendent and the Board, faculty, staff and community; and the objective performance standards mutually agreed upon by the Board and Superintendent. 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 assessment shall be delivered to the Superintendent and the Superintendent shall have the right to

make a written response to the assessment. This assessment shall be conducted in June of each year, unless another date is mutually agreed upon by the Board and Superintendent and the results of the assessment and any established goals for the following year shall be reduced to writing. Six months after the annual assessment, the Board and Superintendent shall review progress towards the established goals and objective performance standards. The results of this semi-annual review and any changes to the established goals and/or objective performance standards shall be reduced to writing. The annual assessment shall be performed no later than June 30th, unless another date is mutually agreed upon by the Board and Superintendent. The Evaluation Tool, Appendix B, will be distributed to the Board Members no later than the May Board Meeting and each May thereafter, for completion and compilation by the Board meeting in end of June of each year. The District Superintendent's performance shall be deemed satisfactory and the District Superintendent shall not be subject to discipline, discharge or termination on the basis of unsatisfactory work performance in any year when a formal performance assessment is not completed in accordance with this Agreement.

- b) The performance assessment shall be used for the following purposes:
1. To strengthen the working relationship between the Board and the Superintendent and to clarify for the Superintendent and individual members of the Board the responsibilities the Board relies on the Superintendent to fulfill;
 2. To discuss and establish goals and/or objective performance standards for the ensuing year; and
 3. To establish the basis for possible incremental adjustments in the annual salary rate for the Superintendent.
- c) Performance Expectations, Including Objective Performance Standards. The performance of the Superintendent shall be assessed in part against objective performance standards which have been mutually agreed upon by the Board and the Superintendent. The District shall post the mutually agreed upon objective performance standards on the District website and shall also annually post whether or not the Superintendent met the agreed upon objective performance standards. The Board and Superintendent hereby mutually agree to the objective performance standards which are attached hereto as **Appendix C** and incorporated herein by reference, and which shall be reviewed and updated as necessary on or before July 1st of each year of this Agreement, unless another date is mutually agreed upon by the Board and Superintendent

10. MISCELLANEOUS.

- (a) This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.
- (b) All references to the Public School Code of 1949 contained herein shall also refer to any amendments to such Act or to any recodification of such Act.
- (c) This Agreement shall be binding upon the parties, their heirs, executors, administrators, successors, or assigns.

11. ENTIRE AGREEMENT. This Agreement constitutes the full and complete understanding between the parties hereto. Any attempt to modify or amend this agreement shall be effective only upon the execution of written document by all parties hereto embodying such changes as have been agreed upon. Any prior written agreement, documents, contracts or writings of any kind between the parties are superseded by this Agreement. Neither party hereto has made or relied upon any statement, representation or warranty not expressly set forth herein as an inducement to enter in to this Agreement.


12. UNLAWFUL PROVISION. Should any article, section or clause of this AGREEMENT be declared illegal by a court of competent jurisdiction, said article, section or clause as the case may be shall be automatically deleted from this AGREEMENT to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the AGREEMENT if not affected by the deleted article, section or clause. If at any time thereafter such article, section or clause shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

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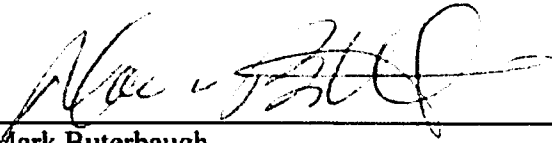
IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND thereby, the parties have caused this AGREEMENT to be duly executed the day and year first above written.

Dated this 25 day of October, 2017.

ATTEST:

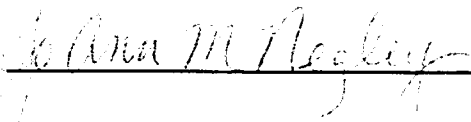


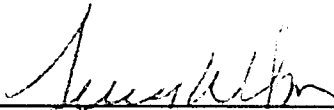
Cristy Lentz
Secretary, Board of Education



Mark Buterbaugh
President, Board of Education

WITNESS:





Dr. Jerry Wilson
SUPERINTENDENT

Appendix A
Superintendent Job Description

The Superintendent shall be charged with the administration of the schools under the direction of the Board of School Directors. Superintendent shall be the Chief Administrative Officer of the District and, as such, shall be responsible for:

- Planning and initiating programs and policies concerning the organizational, operational and educational function of the district as directed by the Board of School Directors with ultimate responsibility for the execution of these programs and policies.
- Assisting the Board of School Directors in developing short-range and long-range goals and methods for the Board to evaluate the operational effectiveness of the district.
- Keeping the Board of School Directors informed by written and oral reports as to the operation and needs of the school district.
- Taking discretionary action in any matters not covered by board policy and reporting such actions to the Board of School Directors with recommendations for policy as necessary in order to provide guidance in the future.
- Directing the daily operation of the district schools by organizing, supervising and coordinating the school district staff.
- Arranging for the systematic evaluation of staff by responsible administrators.
- Recommending the employment of, assigning and supervising the work of all employees. Recommending promotion, salary changes, demotion or discharge of any employees rendering unsatisfactory service.
- Establishing internal administrative operational procedures, rules and regulations relating to personnel, collective bargaining, financial disbursements and accounting requirements, equipment/facilities operation and use, food service and staffing requirements.
- Developing effective staff development programs that are linked to the strategic plan and Board of School Directors goals for the district.
- Communicating directly, or through delegation, personnel actions by the Board of School Directors to district employees and receiving from communication from district employees to be made to the Board of School Directors.
- Ensuring that district students have equal access to educational programs, including academic programs, extracurricular activities and other supplemental programs deemed necessary.
- Overseeing a timely review of all curricular areas required by law as and making recommendations to the Board of School Directors for the improvement of curriculum.
- Recommending to the Board of School Directors any major changes in texts and time schedules to be used in the schools.
- Providing for appropriate methods of teaching, supervision and administration in the schools as deemed necessary and reporting to the Board of School directors any insufficiencies that are found.
- Directing the development of and making recommendations for the yearly operating budget on a timely basis that reflects the needs of the district and the use of district assets and resources.
- Establishing and maintaining efficient procedures and effective controls for all expenditures of school funds in accordance with the adopted budget.

- **Making recommendations regarding the needs for instructional and non-instructional materials and equipment and recommending plans for improvements, alterations or other changes in the buildings or surrounding grounds.**
- **Serving as the official spokesperson for the district in providing information to the Board of School Directors, district employees, the community and other outside groups/agencies on matters affecting the operation of the school district.**
- **Maintaining directly or through delegation adequate records for the schools, including a system of financial accounts, business and property records, personnel, school population and scholastic records which are required by law and board policy.**
- **Interpreting and/or supervising the implementation of all federal and state laws relevant the district.**
- **Performing other duties as deemed necessary and appropriate under the direction of the Board of School Directors.**

Appendix B
SUPERINTENDENT EVALUATION TOOL
Leadership Standards

Standard 1 - SHARED VISION. An education leader promotes personalized student success by thinking and planning strategically to create and sustain an organizational vision of learning that is shared and supported by the school community.

Standard 2 - CULTURE OF LEARNING. An education leader promotes personalized student success by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning.

Standard 3 - DECISION MAKING. An education leader promotes personalized student success by accessing and using appropriate data to inform decision making at all levels of the system.

Standard 4 – MANAGEMENT. An education leader promotes personalized student success by ensuring management of the resources for a safe, efficient and effective learning environment.

Standard 5 - FAMILY AND COMMUNITY. An education leader promotes personalized student success by collaborating, communicating, engaging and empowering others inside and outside of the organization to pursue excellence in learning.

Standard 6 – ETHICS. An education leader promotes the personalized student success by operating in a fair and equitable manner with personal and professional integrity.

Standard 7 – ADVOCACY. An education leader promotes personalized student success by advocating for children and public education in the larger political, social, economic, legal and cultural context.

Standard 8 - PERSONAL AND PROFESSIONAL GROWTH. An education leader promotes the personalized student success by supporting professional growth of self and others through practice and inquiry.

Standard 9 - OBJECTIVE PERFORMANCE STANDARDS. Section 1073.1 of the Public School Code of 1949 provides that “the employment contract for a district superintendent shall include objective performance standards mutually agree to in writing by the board of school directors and the district superintendent.” The objective performance standards may be based upon the following: 1) achievement of annual measurable objectives established by the school district; 2) achievement on the PSSA and/or Keystone Exams; 3) student growth as measured by PVAAS; 4) attrition or graduation rates; 5) financial management standards; 6) standards of operational excellence; or 7) any additional criteria deemed relevant and mutually agreed to by the board and district superintendent.

Standard 1 (SHARED VISION) An education leader promotes personalized student success by thinking and planning strategically to create and sustain an organizational vision of learning that is shared and supported by the school community.

Below are examples of behaviors that indicate success in meeting this standard:

- * In collaboration with others, uses appropriate data to establish rigorous, concrete goals in the context of student achievement and instructional programs.
- * Uses research and/or best practices in improving the educational program.
- * Aligns and implements the educational program, plans, actions and resources with the district's vision and goals.
- * Provides leadership for major initiatives and change efforts.
- * Communicates effectively to various stakeholders regarding progress with school improvement plan goals.
- * Constructively handles dissent and disagreements within the organization.

Rate on a scale of 1 to 4 where 4 is high and 1 is low (circle one): 4 3 2 1

Standard 2 (CULTURE OF LEARNING) An education leader promotes personalized student success by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning.

Below are examples of behaviors that indicate success in meeting this standard:

- * Monitors and evaluates the effectiveness of curriculum, instruction and assessment.
- * Articulates the desired school/system culture and shows evidence about how it is reinforced.
- * Systematically and fairly recognizes and celebrates accomplishments of staff and students.
- * Creates a system that prioritizes the needs of the staff in terms of professional development leading to improved student learning.
- * Oversees the evaluation of staff and ongoing coaching for improvement.
- * Monitors and evaluates the effectiveness of curriculum, instruction and assessment.
- * Is highly visible and engaged in the classrooms, schools and student activities.
- * Delegates appropriately to encourage the empowerment of staff

Rate on a scale of 1 to 4 where 4 is high and 1 is low (circle one): 4 3 2 1

Standard 3 (DECISION MAKING) An education leader promotes personalized student success by accessing and using appropriate data to inform decision making at all levels of the system.

Below are examples of behaviors that indicate success in meeting this standard:

- * Decisions are made after acquiring the best information possible.
- * Decisions are consistently made in a timely manner appropriate to the situation.
- * Decisions are consistently made based upon the needs of the students.

Rate on a scale of 1 to 4 where 4 is high and 1 is low (circle one): 4 3 2 1

Standard 4 (MANAGEMENT) An education leader promotes personalized student success by ensuring management of the resources for a safe, efficient and effective learning environment.

Below are examples of behaviors that indicate success in meeting this standard:

- * Complies with state and federal mandates and local board policies.
- * Has system in place to recruit, select, induct and retain staff to support quality instruction.
- * Addresses current and potential issues in a timely manner.
- * Manages fiscal and physical resources responsibly, efficiently and effectively.
- * Maximizes instructional time by effectively designing and managing operational procedures.
- * Communicates effectively with both internal and external audiences about the operation of the school/system.
- * Has systems in place to monitor budget

Rate on a scale of 1 to 4 where 4 is high and 1 is low (circle one): 4 3 2 1

Standard 5 (FAMILY AND COMMUNITY): An education leader promotes personalized student success by collaborating, communicating, engaging and empowering others inside and outside of the organization to pursue excellence in learning.

Below are examples of behaviors that indicate success in meeting this standard:

- * Engages families and community by promoting shared responsibility for student learning and support of the education system.
- * Facilitates the connections of students and families to the health and social services that support a focus on learning.
- * Mobilizes community resources to support individual student success.
- * Collaboratively establishes a culture that welcomes and honors families and seeks ways to engage them in student learning.
- * Evaluates staff and provides ongoing coaching for improvement.
- * Promotes collaboration with all stakeholders.
- * Is easily accessible and approachable to all stakeholders.

Rate on a scale of 1 to 4 where 4 is high and 1 is low (circle one): 4 3 2 1

Standard 6 (ETHICS) An education leader promotes the personalized student success by operating in a fair and equitable manner with personal and professional integrity.

Below are examples of behaviors that indicate success in meeting this standard:

- * Models values and beliefs and attitudes that inspire others to higher levels of performance.
- * Fosters and maintains supportive professional relationships with staff.
- * Demonstrates appreciation for and sensitivity to diversity within the school community.
- * Is respectful of divergent opinions and of different points of view within the boundaries of the values and mission of the organization.
- * Acts in accordance with the letter and spirit of the law.
- * Meets commitments, verbal, written and implied.

Rate on a scale of 1 to 4 where 4 is high and 1 is low (circle one): 4 3 2 1

Standard 7 (ADVOCACY) An education leader promotes personalized student success by advocating for children and public education in the larger political, social, economic, legal and cultural context.

Below are examples of behaviors that indicate success in meeting this standard:

- * Collaborates with community agencies and other decision makers to improve students' well-being.
- * Advocates for policies and practices to improve the welfare of students.
- * Communicates with all constituencies to advance the mission and goals of the district.
- * Communicates with all constituencies to advance the mission of public education.

Rate on a scale of 1 to 4 where 4 is high and 1 is low (circle one): 4 3 2 1

Standard 8 (PERSONAL AND PROFESSIONAL GROWTH) An education leader promotes the personalized student success by supporting professional growth of self and others through practice and inquiry.

Below are examples of behaviors that indicate success in meeting this standard:

- * Engages in periodic quality reflection and self-evaluation.
- * Seeks feedback from others internal and external to the school community.
- * Sets personal and professional job-related goals that are connected to the system's mission, vision and goals.
- * Participates in professional development opportunities to extend and expand upon one's knowledge, skills and competencies, including performance coaching if appropriate.
- * Arranges for the personal and professional development of others within the system, including the school board.
- * Reads professionally and seeks to stay abreast of current education and leadership research and theory.
- * Engages in activities to promote personal well-being.
- * Seeks to ensure that the resources for the above are available.
- * Uses current research and theory about effective schools and leadership to develop and revise his/her professional growth plan.

Rate on a scale of 1 to 4 where 4 is high and 1 is low (circle one): 4 3 2 1

Standard 9 (OBJECTIVE PERFORMANCE STANDARDS) Objective performance standards may be based upon the following: 1) achievement of annual measurable objectives established by the school district; 2) achievement on the PSSA and/or Keystone Exams; 3) student growth as measured by PVAAS; 4) attrition or graduation rates; 5) financial management standards; 6) standards of operational excellence; or 7) any additional criteria deemed relevant and mutually agreed to by the board and district superintendent.

It is suggested that five or fewer standards be used annually to keep the focus on the district's most critical items. Note: Section 1073.1 requires that the board to post the mutually agreed to objective performance standards on the school district's website. Upon completion of the annual performance assessment the board shall post the date of the assessment and whether or not the superintendent met the agreed to objective performance standards. It does NOT require the evaluation itself to be posted.

Below are criteria that should be considered when developing objective performance standards.

- Standards must be clear and readily understandable so as to leave little room for misunderstanding by both the superintendent and members of the board.
- Standards must be within the scope of the superintendent's control. They must only be held accountable for matters that are within their direct control.
- Standards must be focused on district priorities by limiting the number of objective performance standards to the most important priority areas. PASA suggests no more than 5.
- Standards must be directly aligned with the goals of the district as approved in board approved documents such as the district's mission and vision statements, strategic plan, superintendent's job description or board policies.
- Standards should be designed to stretch, but not exceed, the capacity of the district in terms of time, talent and resources.
- Standards must be readily measurable as determined through available quantitative data and/or through observation of activities/behavior.
- Standards must have a clear timeframe for achievement – or reasonable benchmarks to measure progress.

Objective Performance Standards

**Met/Did
Not Meet**

1.		
2.		
3.		
4.		
5.		

Evaluation Summary

	<u>Rating</u>
Standard 1 - SHARED VISION	_____
Standard 2 - CULTURE OF LEARNING	_____
Standard 3 - DECISION MAKING	_____
Standard 4 – MANAGEMENT	_____
Standard 5 - FAMILY AND COMMUNITY	_____
Standard 6 – ETHICS	_____
Standard 7 – ADVOCACY	_____
Standard 8 - PERSONAL AND PROFESSIONAL GROWTH	_____
Standard 9 - OBJECTIVE PERFORMANCE STANDARDS: (Met/Did Not Meet)	
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Appendix C

Objective Performance Standards

- 1. By January 31 the superintendent will interview as many as 75 District key informants to identify strengths, areas for improvements, areas for focus to make substantial progress, and superintendent advice as part of his entry plan.**
- 2. By the February school board meeting the superintendent will have completed interviewing key informants identified as important stakeholders by the Board and key leaders in the district. The superintendent will report findings from the categorized collected entry data to the Board at the February meeting and will recommend short term goals for the remainder of the 2017-18 school year and long term goals for the 2018-19 school year for Board approval.**
- 3. By April the superintendent will recommend an updated superintendent job description to the Board for approval.**
- 4. By April the superintendent will recommend an updated superintendent evaluation tool to the Board for approval.**
- 5. During the remainder of the 2017-18 school year, the Superintendent will provide instructional leadership to building principals and ongoing oversight of the performance of each district school with the goal of maintaining or improving School Performance Profile ratings through completion of the 2018-19 school year**
- 6. The Superintendent will prepare and present a balanced budget to the Board for approval by June 30 of each school year.**

7. The Superintendent will prepare and submit to the Board a concise annual report on: a) data and critical events of the preceding year; b) current operations; and c) suggested goals for the coming year by May 15, 2017.
8. The Superintendent will oversee the implementation of a teacher and principal effectiveness evaluation system within the district that includes student achievement measures and aligns to State expectations.