

## EMPLOYMENT AGREEMENT

AGREEMENT is made by and between the Coatesville Area School District ("School District") and Tomas Hanna ("Superintendent").

### Recitals

WHEREAS, the School District desires to appoint and employ the Superintendent named herein as the School District's Superintendent; and

WHEREAS, the Superintendent desires to accept said appointment and employment; and

WHEREAS, the School District and the Superintendent intend to document the full and complete agreement governing the terms and conditions of said appointment and employment relationship between them;

NOW, THEREFORE, in consideration of the foregoing premises, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows.

### Terms

#### **§1.0 Employment.**

**§1.1** The School District hereby employs the Superintendent and the Superintendent hereby accepts such employment, all upon the terms and conditions set forth below.

#### **§2.0 Duties of Superintendent.**

**§2.1 Job Assignment and Duties.** The duties of the Superintendent are generally described in: (a) applicable law; (b) the job description attached hereto as Exhibit "A"; (c) policies adopted by the Board of School Directors (hereinafter referred to as the "School Board"); (d) Administrative Regulations adopted by the Administration of the School District; (e) this Agreement; and/or (e) motions or resolutions adopted at a public meeting by the School Board (hereinafter referred to together or individually as "School District Requirements"). The Superintendent will at all times utilize his best efforts in fulfilling his duties.

**§2.2 School District Requirements.** The Superintendent shall strictly adhere to all School District Requirements which are presently in force or which may be established hereafter. The School District and School Board shall have the right to amend, revise or discontinue School District Requirements deemed necessary from time to time.

**§2.3 Superintendent's Representations.** The Superintendent represents and warrants to the School District that his entering into this Agreement will not conflict with any other Agreement, obligation, or commitment of the Superintendent, and that the Superintendent is free to perform

all of his duties as specified in this Agreement.

**§2.4 The Superintendent as the “Tenth Member of the Board.”** Except when the School Board is discussing the performance of the Superintendent in executive session, the Superintendent shall have the rights: (a) to attend all meetings of the School Board and any committees of the School Board; and (b) to speak at all such meetings, but not to vote. These rights exist with regard to both public meetings and executive sessions.

**§2.5 Lack of Power of Superintendent to Bind School District.** The Superintendent may not enter into any contract or otherwise bind the School District in any way without proper authority or approval from the School Board. Any contracts which the Superintendent enters into without proper authorization will not be binding upon the School District and may form the basis of termination of this Agreement.

**§2.6 Other Employment.** The Superintendent shall devote his full business time, energy and skill to the performance of his duties under this Agreement and to the promotion of the School District's interest. The Superintendent is required to refrain from acting in any other work capacity or employment without having first obtained the written consent of the School Board at a public meeting. It is the School Board's intention that the Superintendent devote all of his work effort towards the fulfillment of his obligations under this Agreement.

**§2.7 Role of School Board; Chain of Command.** The School Board acknowledges that Superintendent shall be responsible for the total day-to-day administration of the School District subject to applicable law and School District Requirements. It is further agreed that official contacts between the School Board and the staff of the School District shall be made through Superintendent exclusively, except as otherwise stated in this §2.7. School District staff will be required to channel their concerns through the appropriate administrative levels and ultimately through the Superintendent to the School Board for effective operational efficiency. However, nothing in this §2.7 shall preclude School Board members serving as committee members from communicating and interacting with School District administrative staff members who have responsibility for functions and programs within the scope of the applicable committee's area of responsibility. In addition, nothing in this §2.7 shall preclude the rights of School Board members to exercise their responsibilities as individuals in the monitoring of School District operations, conducting oversight activities, or visiting schools, as set forth in School Board policy or directed by the School Board. This §2.7 further does not restrict the activities of School Board members acting as ordinary citizens, parents or community members.

### **§3.0 Duty of Loyalty.**

**§3.1** Superintendent agrees that while he is employed by the School District, he will at all times act to protect and promote the interests of the School District. Superintendent will not, on behalf of himself or any other person or entity, compete with the School District in any manner, either directly or indirectly, whether for compensation or otherwise. Further, while employed by the School District, Superintendent will not accept employment with or have any other business relationship with or accept compensation or any form of gratuities from suppliers, customers, or other companies or persons doing business with or seeking to do business with the School District.

Superintendent will promptly disclose to the School Board all information which would be useful to the School District in protecting and promoting the School District's interest, including information about Superintendent's interest in or relationship to any person or entity whose interests may be adverse to the interests of the School District.

§3.2 Superintendent agrees that, during the term of his employment with the School District, he shall employ his experience and expertise exclusively for the benefit of the School District.

### **§3.3 Confidentiality.**

§3.3.1 Superintendent acknowledges that he may be entrusted with, and from and after the date of this Agreement will continue to have access to, and be entrusted with, Confidential Information (as defined below) of the School District, the use by or the disclosure of which may be detrimental to the best interests of the School District. Superintendent further acknowledges and agrees that the right to maintain the confidentiality of the Confidential Information constitutes a right that the School District is entitled to protect.

§3.3.2 For the purposes of this Agreement, "Confidential Information" includes, but is not limited to information that is in the possession of the School District and has not been disclosed or would be exempt from disclosure under Pennsylvania's Right-to-Know Law, including information that may constitute a trade secret under applicable law. While not exhaustive, specific examples of confidential information include: computer program designs and passwords; research data obtained or produced by the School District; test questions and scoring keys used to administer Academic examinations; vendor lists and cost data for contracts that have not been publicly awarded; employee files; insurance data and records and information related to insurance claims; information regarding the closed session deliberations of the School Board; pre-decisional internal memorandum expressing opinions or involving the formulation of School District policy; records relating to the adjudication of employee or student disciplinary proceedings; and student records of present or past school district students, and other information given to the Superintendent on a confidential basis. Notwithstanding anything herein to the contrary, Confidential Information does not include information that is in the public domain or that it is a public record under Pennsylvania's Right-to-Know Law.

§3.3.3 All records, materials, documents or other objects containing Confidential Information, and copies thereof, obtained by Superintendent in the course of his employment with the School District relating to the School District, are confidential and shall remain the exclusive property of the School District. During his employment and at any time thereafter, Superintendent shall not divulge the contents of such records, materials, documents or other objects or any Confidential Information, unless such records, materials or documents in both form and substance, are otherwise available in the public domain to any person other than the School District, and, after the termination of his employment with the School District for any reason, Superintendent shall not use the contents of such records or such Confidential Information for any purpose whatsoever, except as may be required by law, provided that Superintendent must first provide prompt notice thereof to the School District to permit the School District an opportunity to contest such

disclosure.

**§3.3.4** Superintendent agrees not to remove from the premises of the School District, except as Superintendent of the School District in pursuit of the businesses of the School District or except as authorized or directed by the School District, any records, materials, documents or object containing or reflecting any Confidential Information. Superintendent recognizes that all such documents and objects, whether developed by him or by someone else, are the exclusive property of the School District.

**§3.3.5** Upon leaving the employ of the School District or at any other time upon request by the School District, and at the sole discretion of the School District, Superintendent shall promptly deliver to the School District all documents and records which are in Superintendent's possession or under his control and which pertain to the School District. Such documents and records include, without limitation, technical notebook records, technical production and other reports, patent applications, drawings, reproductions, process or design disclosure information, schedules, lists of customers or clients, correspondence and all copies thereof and all Confidential Information that has been reduced to a tangible means of expression. Superintendent shall also return any security badge, keys, electronic device, computer, phone, or other School District property in his possession whenever his employment or the Agreement terminates.

**§4.0 Electronic Device.** The School District shall supply:

**§4.1.1** a laptop, notebook or tablet computer with Internet access;

**§4.1.2** a smart phone with unlimited calling and data;

**§4.1.3** a printer/scanner for home use and necessities cables and supplies,

to the Superintendent for his use in the performance of his duties under this Agreement. Superintendent shall take reasonable precautions to safeguard said devices and the security of the information in said computer. These devices may be used for School District business only and not for personal use. All such devices, cables and supplies shall be returned to the School District upon termination of this Agreement.

**§4.1.4** Superintendent is prohibited from transferring any data of the School District, including "Confidential Information" as defined in this Agreement, to any computer, notebook, tablet or other electronic device other than a device owned by the School District. If the Superintendent breaches this provision and transfers any data to any other computer or electronic device, he shall forfeit at his sole cost and expense, said computer to the School District if he owns said computer or shall pay all costs, including reasonable attorney's fees, incurred by the School District to obtain any computer that he may not own.

**§5.0 Performance Assessment of Superintendent.**

**§5.1** The School Board shall use the evaluation tool attached hereto as Exhibit "B" to evaluate the Superintendent's performance annually. The Superintendent shall post the evaluation tool on the

School District's Web site. The performance indicia stated in the "satisfactory" columns of the evaluation tool shall be deemed to be the objective performance standards upon which the assessment shall be based in accordance with section 1073.1 of the School Code, 24 P.S. §10-1073.1.

**§5.2** The Superintendent shall distribute the evaluation tool to each member of the School Board and to the solicitor, or other counsel retained by the School District to represent it with regard to the evaluation, no later than April 30 each year during the term of this Agreement and any extension hereof. The Superintendent shall also distribute with the evaluation tool a reasonable timeframe for the completion of the assessment, which shall be no later than June 30 each year of this Agreement.

**§5.3** Each member of the School Board shall provide a completed copy of the assessment tool to the School District solicitor, who shall compile and aggregate the data from the individual assessment tools. The solicitor shall keep the results and content of the evaluation tool completed by each School Board member confidential but shall disclose to the School Board and the Superintendent the aggregated evaluation data and comments in a way that maintains the confidentiality of the author of any data or comments to the extent reasonably practicable. The solicitor shall provide the aggregated evaluation data and comments to the School Board on the form attached hereto as Exhibit "C." The assessment shall be deemed valid if five or more School Board members complete and turn in the assessment tool to the solicitor.

**§5.4** After distribution of the evaluation tool and prior to the presentation of the aggregated report to the School Board at a public meeting, the School Board shall meet in executive session with the solicitor in order to review the aggregated data and to receive legal advice with regard to the report. The School Board shall have discretion to invite the Superintendent to be present for part or all of the executive session.

**§5.5** The School Board shall provide a copy of the aggregated assessment tool at or after the executive session described in §5.4 hereof. The aggregated assessment tool shall be provided at least seventy-two (72) hours prior to the assessment report being provided to the School Board at a public meeting as stated in §5.6 hereof.

**§5.6** The solicitor shall submit a report to the School Board at a public meeting prior to June 30 of each year during the term hereof that shall be in the form attached hereto as Exhibit "D" and with the aggregated results stated. The form shall be posted on the School District's Web site.

**§5.7** The Superintendent shall be deemed to have met the performance standards if a majority of the overall assessments are proficient or better.

**§5.8** For purposes of section 1073.1(b.1) of the School Code, 24 P.S. §10-1073.1(b.1), the "date of the assessment" shall be deemed to be the date on which the aggregated assessment report is made to the School Board at the public meeting as referenced in §5.6 hereof.

**§5.9** The dates contained herein and in the timeframe for the assessment of the Superintendent's performance shall be directory and not mandatory.

**§5.10** Nothing in this Agreement shall be construed to limit the rating of the Superintendent to once per year and the School Board may initiate the rating and evaluation of the Superintendent at any time upon the call of the President of the School Board or by a vote of the School Board at a public meeting.

**§6.0 Compensation and Benefits..**

**§6.1 Salary.** The School District shall pay the Superintendent the sum Two Hundred Twenty Thousand Dollars and No Cents (\$220,000.00) per year as salary (“Base Salary”) in accordance with this Agreement, subject to increases in accordance with School Board action at a public meeting. The payments will be made on the School District’s normal pay day by wire transfer in accordance with the School District’s practices. All payments specified above shall be subject to applicable federal, state, and local tax withholdings and other proper and/or authorized deductions.

**§6.1.1 Annual Increases.** Effective July 1, 2021 and every July 1 thereafter during the term or any extension of this Agreement, the School District shall increase the Base Salary in the same amount as the Act 1 Index applicable to the School District for the year, or three percent (3%), whichever is less.

**§6.1.2 Performance Increases.** In addition to the annual increases described in **§6.1.1** hereof, the Superintendent shall be eligible each year beginning July 1, 2021 for a performance increase of up to three percent (3%) of base salary to be based upon criteria that are mutually agreed upon by September 30, 2020 to be applicable in the first year of this Agreement and that are agreed upon by August 30 each year of this Agreement thereafter. For purposes of clarity, the criteria for the annual performance increase is different from the evaluation tool and shall be developed annually as stated in this Agreement. Although different from the evaluation tool, it can be related thereto as the parties may agree.

**§6.1.2.1** The Superintendent shall notify the School Board no later than June 1 each year of the need to develop mutually agreed upon criteria for the performance increases and shall provide proposed criteria to the School Board no later than July 1 each year, beginning July 1, 2021.

**§6.1.2.2** In the absence of mutual agreement of the criteria, the School Board may adopt such criteria as it shall decide. In the event that the School Board fails to agree upon criteria to establish criteria in accordance with this process, the criteria last proposed by the Superintendent shall be used. The School Board President, or in his/her absence, the Vice-President, shall have the authority agree upon the criteria with the advice and consent of the School Board, unless the School Board takes public action otherwise.

**§6.2 Benefits.** The Superintendent shall be provided with the same fringe benefits as are provided to the School District’s other twelve month certificated administrators under the Administrative Compensation Plan in effect. Notwithstanding anything herein to the contrary, the following terms and conditions shall control if inconsistent with anything in the Administrative Compensation Plan. There shall be no duplication of benefits.

**§6.2.1 Sick Leave.** The Superintendent shall be credited with thirty (30) days of sick leave effective at the start of the term of this Agreement.

**§6.2.1.1** Sick leave may be taken only in full-day or half-day increments.

**§6.3 Statutory Benefits.** The School District shall provide to the Superintendent those fringe benefits required under applicable law, such as retirement benefits in accordance with the Public School Employee Retirement Code and sabbatical during the term of this Agreement. The provision of all such benefits shall be subject to the terms, conditions, limitations and exclusions of applicable law. Notwithstanding anything herein to the contrary, it is agreed by the Superintendent that he waives any right or expectation to a sabbatical leave of absence at or after the termination of this Agreement.

**§6.4 Vacation.**

**§6.4.1** The School District shall credit the Superintendent with thirty (30) days of vacation effective at the beginning of the term of this Agreement. Thereafter, on July 1 of each year of the term of this Agreement an additional thirty (30) days of vacation shall be credited to the Superintendent's account.

**§6.4.2** Vacation may be taken by the Superintendent only in half-day or full day increments.

**§6.5 Life Insurance.** The School District shall pay one hundred percent (100%) of the premium of group or term life insurance for the Superintendent, including Accidental Death and Dismemberment, equal to two (2) times the base salary rounded up to the nearest One Thousand Dollars (\$1,000), to a maximum of Five Hundred Thousand Dollars and No Cents (\$500,000.00).

**§6.6 Professional Dues.** The School District encourages the Superintendent to take an active role in organizations related to his professional responsibilities. To this end, the School District will pay the yearly membership fees to up to four (4) professional organizations of the Superintendent's choice provided that each is directly related to his duties as Superintendent. The School District will only reimburse membership fees to a maximum of One Thousand, Three Hundred Dollars and No Cents (\$1,300.00) per school year.

**§ 6.7 Legal Liability Protection.**

**§6.7.1** To the extent insurance coverage is not available, the School District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent while in the performance of his duties for the School District in accordance with the terms, conditions, limitations and exclusions of the Political Subdivision Tort Claims Act.

**§6.7.2** If in the opinion of legal counsel to the School District or counsel assigned the insurance company for the School District a conflict exists with regard to providing a defense to the Superintendent under the School District's insurance policy and the insurance carrier does not provide and assign separate counsel to represent the Superintendent, then the Superintendent may engage separate legal counsel for which the School District shall reimburse (provided that such

legal costs and fees are not recoverable by the Superintendent under any other insurance or professional association membership) the Superintendent for costs and legal fees to such items for which the School District has agreed to provide indemnification as stated in §6.7.1 hereof. Those costs and legal fees shall not exceed reasonable rates and amounts,

**§6.7.3** The School District shall purchase a legal liability insurance policy, which shall be subject to the approval of the Superintendent, which approval shall not be unreasonably withheld, and which shall define the insureds as including the Superintendent. The Superintendent's coverage under such policy shall be subject to the terms, conditions, limitations and exclusions of the policy.

**§6.8 Reimbursable Expenses.** The School District shall reimburse Superintendent in accordance with the School District's standard expense reimbursement policy in effect from time to time, for direct, documented, out-of-pocket expenses ("Reimbursable Expenses").

**§6.8.1** All travel arrangements shall conform to the School District's standard travel policy applicable to its employees in effect from time to time.

#### **§7.0 Term of Employment.**

**§7.1** The term of this Agreement shall begin Wednesday, July 1, 2020 and extend to Sunday, June 30, 2024 and be automatically extended for one additional year unless: (a) this Agreement is terminated earlier as provided in this Agreement or as allowed in applicable law; or (b) the School District gives notice of non-renewal in accordance with applicable law.

**§7.2** It shall be the duty of the Superintendent to notify each member of the School Board in writing at least one hundred and eighty (180) days prior Sunday, June 30, 2024 or any extension hereof, of the termination date of the term and of the requirement that the Agreement will automatically renew unless notice is given in accordance with section 1073 of the School Code, 24 P.S. §10-1073. The written notice provided shall contain reasonable information pertaining to the renewal and non-renewal process and shall include a copy of section 1073(b) of the School Code, and any other statutory provision governing the renewal or non-renewal of this Agreement. A copy of the written notice shall be provided to the solicitor of the School District. The Superintendent's failure or refusal to provide the written notice as required by this §7.2 shall constitute a material breach of this Agreement and of the Superintendent's duties and shall be cause for dismissal.

#### **§8.0 Termination.**

**§8.1 Termination for Cause.** This Agreement may be terminated by the School District at any time for "cause." For purposes of this Agreement, "cause" shall mean: (1) a breach by the Superintendent in performing or observing any of the provisions of this Agreement, which shall be deemed to be a neglect of duty under section 1080 of the School Code, 24 P.S. §10-1080; (2) reasonable proof of an act of theft, embezzlement or similar dishonesty or proof of intentional falsehood of a material fact; (3) those reasons set forth in applicable law, including sections 111, 527 and 1080 of the School Code, 24 P.S. §§1-111, 5-527 and 10-1080; or (4) conduct by the Superintendent that constitutes a crime that would be classified either a felony or a misdemeanor. Upon termination for cause, the School District shall pay to Superintendent all compensation due



to the Superintendent through the date of termination but shall have no further obligation to the Superintendent, except as stated otherwise in applicable law.

**§8.2 Termination of Employment—Disability.** If during the term of this Agreement the Superintendent becomes disabled or incapacitated to the extent that the Superintendent's condition substantially interferes with his ability to perform the essential functions of his job with or without reasonable accommodation for a period of three (3) months, this Agreement may be terminated by the School District. The parties hereto agree and acknowledge that in light of the critical nature of this position of Superintendent on the day-to-day operations of the School District, that an accommodation in the nature of a leave of absence is reasonable only for a period of three (3) months and that it would be a hardship as defined in applicable law to grant a leave of absence for a period of time longer than three (3) months. In the event of such termination, all rights to compensation under this Agreement shall cease as of the last day of the month in which the School District terminates this Agreement. However, the Superintendent shall be entitled to any disability benefits in effect pursuant to the terms, conditions and limitations of such benefit plan or insurance.

**§8.3 Termination of Employment--Death of Superintendent.** In the event of the Superintendent's death during the term of this Agreement, this Agreement shall automatically terminate and the Superintendent's estate shall be entitled from the School District only life insurance benefits from the insurer subject to the terms, conditions, limitations and exclusions in the applicable policy.

**§8.4 Termination by Superintendent.** The Superintendent may resign from employment and thereby terminate this Agreement at any time by giving the School District written notice at least sixty (60) days prior to the effective date of the resignation. In the event of such a resignation, the Superintendent shall not be entitled to any wages or benefits of any nature or type after the effective date of the resignation and shall not be entitled to any severance or post-termination benefits that may otherwise be available to the Superintendent.

## **§9.0 General Provisions**

**§9.1** This Agreement shall not be assignable by either party.

**§9.2** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, including without limitation, any successor entity formed on any continuance, amalgamation or reorganization of the School District.

**§9.3** In the event that any covenant or any portion of any covenant contained in this Agreement shall be unenforceable or declared to be invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the remaining covenants or the remaining portions of this Agreement, and such unenforceable or invalid covenant or portion thereof shall be severable and divisible from the remainder of this Agreement.

**§9.4 Venue, Service and Jurisdiction.**

**§9.4.1 Consent to Jurisdiction.** Superintendent hereby irrevocably submits to the personal jurisdiction of the United States District Court for the Eastern of Pennsylvania or the Court of Common Pleas of Chester County, Pennsylvania in any action or proceeding arising out of or relating to this Agreement or the employment of the Superintendent with the School District, and the Superintendent hereby irrevocably agrees that all claims in respect of any such action or proceeding may be heard and determined in either such court.

**§9.4.2 Service of Process.** Superintendent hereby irrevocably consents to the service of any summons and complaint and any other process which may be service in any action or proceeding arising out of or relating to this Agreement by the mailing by certified or registered mail of copies of such process to Superintendent at his address as maintained on the records of the School District at the time of service.

**§9.4.3 Venue.** Superintendent hereby irrevocably waives any objection which he now or hereafter may have to the laying of venue of any action or proceeding arising out of or relating to this Agreement brought in the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Chester County, and any objection on the ground that any such action or proceeding in either of such courts has been brought in an inconvenient forum. Nothing in this Agreement shall affect the right of the School District to bring any action or proceeding against Superintendent or his property in the courts of other jurisdictions.

**§9.4.4 THE SUPERINTENDENT ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THE FOREGOING PROVISIONS AND THAT SUCH PROVISIONS ARE REASONABLE AND ENFORCEABLE.**

**§9.4.5** This Agreement and the terms hereof constitute the entire Agreement between the parties with respect to all of the matters herein. This Agreement supersedes any prior agreements between the parties, whether oral, written or implied.

**§9.4.6** It is expressly agreed that the covenants of the Superintendent contained herein are in addition to and are not intended to supplant or replace any other rights or obligations of any kind arising by operation of law relating to the subject matter thereof.

**§9.4.7** The obligations of the parties under this Agreement may not be modified, released, discharged, abandoned, or terminated, in whole or in part, except by an instrument in writing signed by Superintendent and a duly authorized agent of the School District that is authorized by the School Board at a public meeting.

**§9.4.8** The waiver by a party of any breach of this Agreement, in whole or in part, or any default in performance, shall not be deemed to constitute a waiver of any other provision or any subsequent breach or default; nor shall the failure or delay of any party to enforce any of the provisions of this Agreement be construed as a waiver of the right of such party thereafter to enforce such provisions or any other provisions of this Agreement.

**§9.4.9** The Superintendent acknowledges that he has carefully read, reviewed, and considered the terms of this Agreement, that he has had a full opportunity to obtain legal advice from counsel of

his choice in connection with this Agreement, and that the normal principle of contract construction whereby all ambiguities are to be construed against the drafter shall not be employed in the interpretation and construction of this Agreement.

**§9.4.10** Superintendent shall cooperate and take such actions as may be reasonably requested by the School District in order to carry out the provisions and purposes of this Agreement.

**§9.4.11 Force Majeure.** Neither party will incur any liability to the other if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control are defined as acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes. The Superintendent shall notify the School Board orally within five (5) days and in writing within ten (10) days of the date on which the Superintendent becomes aware, or should have reasonably become aware, that such cause would prevent or delay the Superintendent's performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the Agreement is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Superintendent shall have the burden of proving that such cause(s) delayed or prevented his/her performance despite his/her diligent efforts to perform and shall produce such supporting documentation as the School Board may reasonably request.

**§9.4.12 Number and Gender.** The use in this Agreement of any particular gender or the plural or singular number is intended to include the other gender or number as the text of this Agreement may require.

**§9.4.13 Notices.** All notices hereunder shall be in writing and shall be deemed to have been given if delivered or mailed registered or certified mail, postage prepaid, to the following addresses, or to such other address as a party may designate in writing:

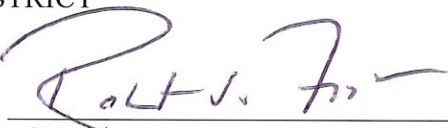
**§9.4.13.1** If to the School District: to the main offices of the School District addressed to the President of Board of School Directors of the School District, with copies to the School Board secretary and to the solicitor of the School District.

**§9.4.13.2** If to Superintendent at his address as shown on School District's records.

[THE BALANCE OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY. THE SIGNATURE PAGE FOLLOWS.]


IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned has executed this Agreement the date and year set forth below.

COATESVILLE AREA SCHOOL  
DISTRICT

By:   
President

By:   
Tomás Hanna

Date: 7/1/2020

By:   
Secretary

Date: 07/01/2020

## Exhibit "A"

### COATESVILLE AREA SCHOOL DISTRICT

**Title:** Superintendent

**Qualifications:** The following minimum qualifications are required for the Superintendent:

1. Certification: Letter of Eligibility; Commission issued by the Secretary of Education;
2. Master's or Doctorate in School Leadership or other degree or concentration deemed satisfactory by the Board of School Directors;
3. Minimum of five (5) years of experience in a leadership position in a public school entity.

**Reports To:** The Superintendent reports to the Board of School Directors.

**Essential Functions and Duties:** The Superintendent is the highest employee in the School District and has overall responsibility for ensuring that the School District is operated in accordance with Applicable Law and School District Requirements. The Superintendent must be able to perform the following functions with or without reasonable accommodations:

1. *Independent and Collaborative Work.* To work both independently and collaboratively to fulfill these essential functions, including the following;

a. To work collaboratively with the School Board and other School District administrators to ensure that the affairs of the School District are properly managed and operating; and

b. To ensure that employees are performing their jobs properly and in accordance with Applicable Law and School District Requirements.

2. *Governing Documents.* To read, understand, implement and comply with the following "governing documents" of the School District and to implement those provision that are applicable to the Superintendent:

- a. the School Board's Policy Manual;
- b. the School District's Administrative Regulations;
- c. the School District's Comprehensive Plan;
- d. the School District's collective bargaining agreements;
- e. the Employee Code of Conduct;

f. Grant documents to the extent that they implicate the budget and the operations of the business office;

g. Memorandum of Understanding with law enforcement agencies;

h. the School District's emergency plan(s);

i. the Terms of Use, Terms and Conditions and any other applicable rules regarding any software systems utilized by the Superintendent; and

j. Those contracts entered into by the School District, including the Employment Agreement of the Superintendent.

3. *Work Year; Work Day.* To work approximately two hundred-sixty (260) days per year, five (5) days per week, eight (8) hours per day as assigned, subject to lawful and/or contractual leave rights;

4. *Additional Work.* To work additional hours outside of the normal work schedule when the needs, exigencies and emergencies of the School District require;

5. *Compliance with Law and School District Requirements.* To perform all functions and fulfill all duties stated in this job description in accordance with Applicable Law and School District Requirements, Including the following:

a. The Superintendent shall maintain high levels of competence;

b. The Superintendent shall exhibit consistent and equitable treatment of all employees, students, school board directors, parents, contracts, volunteers and others with whom the Superintendent interacts;

c. The Superintendent shall exhibit acceptable and professional language and communication skills at all times;

d. The Superintendent's verbal and written communications with parents, students and staff shall reflect sensitivity to the fundamental human rights of dignity, privacy and respect;

e. The Superintendent shall be open-minded, knowledgeable and use appropriate judgment and communication skills at all times;

f. The Superintendent shall keep in confidence information obtained in confidence unless required to be disclosed by Applicable Law, School District Requirements or by clear and compelling necessity;

g. The Superintendent may not accept gratuities, gifts or favors that might impair or appear to impair his/her professional judgment or exploit a professional relationship for personal gain or advantage;

h. The Superintendent may not knowingly or intentionally distort or misrepresent evaluations of staff;

i. The Superintendent may not knowingly or intentionally withhold evidence from the proper authorities about violations of Applicable Law;

j. The Superintendent may not use coercive means or promise special treatment to influence decisions of colleagues; and

k. The Superintendent may not threaten, coerce or discriminate against a college or student who in good faith reports or discloses to a governing agency actual or suspected violation of Applicable Law or School District Requirements.

6. *Civil Rights.* The Superintendent shall ensure that the civil rights of all are protected and enforced and shall collaborate with the applicable Compliance Officer or Coordinator to ensure that complaints are promptly investigated and prompt and effective action is taken to prohibit all forms of unlawful discrimination, harassment, intimidation, hazing, or bullying.

7. *Positive Work Environment.* The Superintendent shall promote and ensure a positive work environment.

8. *Self-improvement.* To remain current on “best practices” regarding public school administration. The Superintendent is to remain current in on these matters through reading, study and professional development.

9. *General Leadership.* To provide leadership in all aspects of the operation of the School District; including the following:

a. Oversee and supervise the affairs of the School District, including such actions as required by School District Requirements;

b. Ensure that School District records and data are maintained and preserved as required by Applicable Law and/or School District Requirements;

c. Keep the School Board fully and properly advised of all material occurrences in the School District, particularly with regard to such things as:

- i. communication from state or federal authorities;
- ii. referrals to law enforcement;
- iii. litigation against the School District;
- iv. subsidy withholding;

- v. the financial condition of the School District;
- vi. school lockdowns; and
- vii. deportable accidents involving School District vehicles;

d. Write or delegate the writing of Administrative Regulations for all aspects of the School District.

10. *Meetings.*

a. To prepare the agenda for all School Board meetings and to deliver to the School Board sufficiently in advance of School Board meetings the agenda and pertinent information necessary to enable the School Board to make intelligent decisions.

b. To attend meetings when scheduled and/or as requested.

11. *Inspection and Observation; Facilities.* To regularly observe School District schools on an ongoing and regular basis to effective instruction and the maintenance of a safe and enriching culture for the staff and students..

12. *Mandated Reports.* To make all reports to state, federal and local agencies as required by Applicable Law and School District Requirements on matters within the responsibility of the Superintendent;

13. *Timely Performance.* To perform and complete all functions and duties on a timely basis and to submit all reports and other deliverables accurately and in a professional manner;

14. *Budget.* To ensure that the School Board has all of the information and data necessary for the School Board to take all necessary action to adopt the budget on a timely basis.

15. *School Records and Data.* To oversee and supervise the organization, integrity and security of all records of the School District and ensure that the records and data are maintained in accordance with School District Requirements.

16. *Personnel Functions.* Regarding personnel, the Superintendent has the following duties and functions:

a. *Supervision.* To supervise all employees, volunteers and contractors and to assist other administrators who have supervisory authority over any of the employees, volunteers and contractors;

b. *Selection.* To recommend to the School Board the selection, employment, assignment, transfer and furlough of personnel and to ensure that recruitment methods and process are sufficient to obtain well qualified and diverse employees;



c. *Compensation.* To recommend compensation and benefit packages within the fiscal constraints of the School District necessary to attract a well-qualified and diverse work force;

d. *Discipline.* To impose discipline, in accordance with the following:

1. The Superintendent has the power and authority to impose discipline in accordance with Applicable Law.

2. When deemed in the best interests of the School District, the Superintendent may place an employee on administrative leave with pay.

e. *Ratings and Evaluations.* To ensure that employees are rated and evaluated in accordance with Applicable Law and School District Requirements;

f. *Hiring.* To participate in the selection of personnel as deemed appropriate or necessary pursuant to School District Requirements.

17. *School Board.* In addition to the requirements set forth in Paragraph 9.c of this job description, the Superintendent has the following duties and functions:

a. To provide the reports to the School Board that are necessary to keep the School Board informed about pertinent information about the affairs of the School District;

b. To attend School Board and committee meetings when requested or assigned by the School Board;

c. To Provide written and/or oral reports to the School Board or committees when directed by the School Board; and

d. To respond to inquiries made by School Directors.

18. *Community Relations.* Develop a school-community relations program that establishes and maintains effective two-way communication with the general public, media, taxpayers, and the school community.

19. *Other Duties.*

a. The Superintendent shall perform such other duties as assigned by the School Board;

b. The Superintendent shall take such actions as necessary to ensure that his/her Commission is issued by the Secretary of Education;

c. Provide timely notice and guidance to the School Board to ensure that the School Board is aware of acts that it must take in accordance with the Superintendent's contract, including evaluation and performance measurements.

**Note:** This job description reflects the details necessary to describe the primary function of the job and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.

**Definitions:** When the following terms are capitalized in this job description, unless the context clearly indicates otherwise, they shall have the following meaning:

"Applicable Law" means any federal or state statute or regulation, any local ordinance or rule, and any school board policy that is applicable to the situation under consideration, including controlling case law interpreting any applicable statute, regulation, ordinance or policy.

"Including" means by way of example and not limitation or includes but not limited to.

"Parent(s)" means: (1) a biological or adoptive parent of a child; (2) a foster parent, unless State law, regulations, or contractual obligations with a State or local entity prohibit a foster parent from acting as a parent; (3) a guardian generally authorized to act as the child's parent, or authorized to make educational decisions for the child (but not the State if the child is a ward of the State); (4) an individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the child lives, or an individual who is legally responsible for the child's welfare; or (5) a surrogate parent who has been appointed in accordance with §300.519 or section 639(a)(5) of the Individuals with Disabilities Education Act.

"Professional Staff" means any temporary professional employee or professional employee who is employed by the School District in a position that requires certification from the Department of Education or who requires licensure from a state agency.

"School Board" means the board of school directors of the Coatesville Area School District.

"School District Requirements" means any requirements, rules, or duties imposed by: (1) the School Board through a motion or resolution, (2) the Superintendent or supervisor of the Superintendent through directive or Administrative Regulation, (3) any agreement, contract or Memorandum of Understanding adopted by the School District, (4) any plan, such as but not limited to emergency plans.

"Superintendent" means the Superintendent, a substitute Superintendent, an acting Superintendent or the designee of any of them.

"Support Staff" staff means all employees other than employees who are in the Professional Staff and includes, but is not limited to aides, paraprofessionals, cafeteria workers, custodians, maintenance employees, bus drivers, and volunteers.

"Teacher" means all teachers, school nurses, guidance counselors and other employees that are in the collective bargaining unit covering teachers.

**Work Year:** 12 months

**Evaluation:** The Superintendent shall be evaluated by the School Board. Informal evaluations may be conducted when necessary.

**Adopted:** June 18, 2020

**Revised:**

**Acknowledgement of Receipt:**

I acknowledge receipt of this job description and I understand that I am required to comply with its terms and condition.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Exhibit "B"**

**COATESVILLE AREA SCHOOL DISTRICT**

**Superintendent Evaluation Form**

Name of Superintendent: Click or tap here to enter text.

School Year: Click or tap here to enter text.

School Director: Click or tap here to enter text.

This form is a record of the evaluation of the Superintendent's performance during the school year identified above by the named School Director. This form is to be kept confidentially by the solicitor.

**Directions:**

1. Consider the information known to you about the Superintendent and the Superintendent's performance in each of the categories. Refer to the rubric language in each category in assisting you to determine whether the Superintendent's performance is satisfactory or unsatisfactory in each category.

2. *You are required include a narrative justification for the rating that you provided for each category and for the overall rating.*

3. Last, assign an overall evaluation of performance, and sign the form. The form is to be given to the Solicitor confidentially. The Solicitor will compile the results in a report to the School Board.

**I. Educational Leadership.** This category considers whether the Superintendent provides leadership: (a) to improve operations of the School District, teaching and learning, including putting programs and improvement efforts into action; (b) to develop a vision and establish clear goals for the School District and for each of the administrators of the School District; (c) to provide direction in achieving the stated goals; (d) to encourage others to contribute to goal achievement; and (e) to secure commitment to a course of action from individuals and groups.

<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient	<input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<ul style="list-style-type: none"><li>• Articulates and causes the adoption of a clear goals for the School District, the Superintendent and administrators</li><li>• Adopts and/or adheres to specific procedures and processes to establish high expectations for self and others</li><li>• Encourages innovation and improvement in teaching and learning</li><li>• Sets and clarifies measurable objectives</li></ul>	<ul style="list-style-type: none"><li>• Limited, or absence of, goals for the School District, the Superintendent or administrators</li><li>• Unclear or trivial instructional goals and low expectations for students</li><li>• Little or no awareness of resources, materials, and technology available through the school or district or professional organizations</li><li>• Inappropriate or incoherent plans or goals</li></ul>

<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient	<input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<ul style="list-style-type: none"> <li>• Generates enthusiasm and works to persuade others to work together to accomplish common goals</li> <li>• Builds and fosters relationships with businesses and the community to improve the quality of teaching and learning and to obtain additional resources for the school district</li> <li>•Consistently articulates expectations regarding the performance of others clearly</li> <li>•Acknowledges achievement and accomplishment of others</li> <li>•Seeks commitment of all involved to a specific course of action</li> <li>•Is perceived as an educational leader by the professional staff of the School District</li> </ul>	<ul style="list-style-type: none"> <li>• Inappropriate assessments of student learning not aligned to the instructional goals nor adapted as needed for student needs</li> <li>• Lack of demonstrated enthusiasm by one or more district groups</li> <li>• Inability to reduce or eliminate controversy</li> </ul>
<p><b>Justification for Evaluation:</b> Click or tap here to enter text.</p>	

**II.: Teamwork.** This category relates to the Superintendent's efforts and effectiveness in seeking and encouraging involvement of team members including the School Board, administrative team, staff and the community; modeling and encouraging the behaviors that move the group to task completion; supporting group accomplishment.

<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient	<input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<ul style="list-style-type: none"> <li>•Solicits and supports the ideas and views of team members to solve problems</li> <li>•Encourages other to share their ideas</li> <li>•Contributes ideas toward achieving a solution</li> <li>•Assists in the operational tasks of the team</li> <li>•Seeks input from others regarding their own ideas and solutions</li> <li>•Assists the team in maintaining the direction needed to complete a task</li> <li>•Seeks consensus among team members</li> <li>•Consistently models professional and proper behavior</li> <li>•Keeps all constituents fully informed of all material information needed for effective decision making</li> </ul>	<ul style="list-style-type: none"> <li>•Infrequently solicits or supports the ideas and views of team members to solve problems</li> <li>•Rarely or infrequently encourages others to share ideas</li> <li>•Rarely or infrequently contributes ideas to achieving a solution</li> <li>•Rarely or infrequently seeks input from others</li> <li>•Rarely or infrequently assists the team in maintaining the direction needed to complete a task</li> <li>•Rarely or infrequently seeks consensus among team members</li> <li>•Does not consistently keep all constituents fully informed of all material information needed for effective decision making</li> <li>•Does not consistently model professional and proper behavior</li> </ul>
<p><b>Justification for Evaluation:</b> Click or tap here to enter text.</p>	

**III. Sensitivity.** This category relates to the Superintendent’s efforts and effectiveness in perceiving the needs and concerns of others; dealing tactfully with others in emotionally stressful situations or in conflicts; knowing what information to communicate and to whom; effectively relating to people in different interest groups.

<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient	<input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<ul style="list-style-type: none"> <li>•Consistently interacts professionally and tactfully with others</li> <li>•When voicing disagreement, consistently does so without creating unnecessary conflict</li> <li>•Consistently communicates necessary information to the appropriate persons in a timely manner</li> <li>•Expresses when appropriate verbal and/or non-verbal recognition of feelings, needs and concerns of others</li> <li>•Consistently takes action to divert or minimize unnecessary conflict</li> <li>•Consistently responds to others in a timely manner</li> </ul>	<ul style="list-style-type: none"> <li>•Does not consistently interact professionally and tactfully with others</li> <li>•When voicing disagreement, does not consistently do so without creating unnecessary conflict</li> <li>•Does not consistently communicates necessary information to the appropriate persons in a timely manner</li> <li>•Does not always expresses when appropriate verbal and/or non-verbal recognition of feelings, needs and concerns of others</li> <li>•Does not consistently takes action to divert or minimize unnecessary conflict</li> <li>•Does not consistently responds to others in a timely manner</li> </ul>
<p><b>Justification for Evaluation (Required for a Needs Improvement or an Unsatisfactory Rating):</b> Click or tap here to enter text.</p>	

**IV. Decision Making.** This category relates to the Superintendent’s effectiveness in reaching logical conclusions and making high quality decisions based on available information; giving appropriate priority to significant issues; exercising appropriate caution in making decisions and in taking action; seeking out relevant data, facts, and impressions; analyzing and interpreting complex information.

<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient	<input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<ul style="list-style-type: none"> <li>•Consistently takes action within the bounds of appropriate priority</li> <li>•Acts with appropriate caution when dealing with unfamiliar issues and individuals</li> <li>•Carefully evaluates information to determine the important elements</li> <li>•Consistently communicates a clear rationale for a decision</li> <li>•When necessary, seeks additional information about issues and events relevant to the district</li> <li>•Seeks relevant sources of information to confirm or refute assumptions</li> </ul>	<ul style="list-style-type: none"> <li>•Does not consistently takes action within the bounds of appropriate priority</li> <li>•Does not consistently act with appropriate caution when dealing with unfamiliar issues and individuals</li> <li>•Does not carefully evaluate information to determine the important elements</li> <li>•Does not consistently communicate a clear rationale for a decision</li> <li>•Does not consistently seek additional information about issues and events relevant to the district when necessary</li> </ul>

<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient	<input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<ul style="list-style-type: none"> <li>•Consistently and effectively seeks to identify the cause of a problem</li> </ul>	<ul style="list-style-type: none"> <li>•Does not consistently seek relevant sources of information to confirm or refute assumptions</li> <li>•Does not consistently and effectively seek to identify the cause of a problem</li> </ul>
<b>Justification for Evaluation:</b> Click or tap here to enter text.	

**V. Results Orientation/Decisiveness.** This category relates to the Superintendent's effectiveness in assuming responsibility; recognizing when a decision is required; taking prompt action as issues emerge; resolving short-term issues while balancing them against long-term objectives.

<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient	<input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<ul style="list-style-type: none"> <li>•Consistently takes action to move issues toward closure in a timely manner</li> <li>•Consistently takes responsibility to implement initiatives to improve teaching and learning</li> <li>•Consistently determines the criteria that indicates a problem or issue is resolved</li> <li>•Consistently considers the long-term and short-term implications of a decision before taking action</li> <li>•Relates individual issues to the larger picture and ensures that the school board is kept advised how its decisions affect the larger issue</li> </ul>	<ul style="list-style-type: none"> <li>•Does not consistently take action to move issues toward closure in a timely manner</li> <li>•Does not consistently take responsibility to implement initiatives to improve teaching and learning</li> <li>•Does not consistently determine the criteria that indicates a problem or issue is resolved</li> <li>•Does not consistently consider the long-term and short-term implications of a decision before taking action</li> <li>•Does not consistently relate individual issues to the larger picture or ensures that the school board is kept advised how its decisions affect the larger issue</li> </ul>
<b>Justification for Evaluation:</b> Click or tap here to enter text.	

**VI. Planning and Organizational Performance.** This category relates to the Superintendent's effectiveness in planning and scheduling the superintendent's own work, the work of the administration and the work of the School Board; in scheduling the flow of activities; in establishing procedures to monitor projects; practicing time and task management; and knowing what to delegate to whom.

<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient	<input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<ul style="list-style-type: none"> <li>•Consistently and appropriately delegates responsibility to others</li> <li>•Develops effective action plans to address problems or issues</li> </ul>	<ul style="list-style-type: none"> <li>•Does not consistently or appropriately delegate responsibility to others</li> <li>•Does not regularly develops effective action plans to address problems or issues</li> </ul>

<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient	<input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<ul style="list-style-type: none"> <li>•Effectively monitors progress and adjusts plans as needed</li> <li>•Consistently establishes timelines, schedules and milestones</li> <li>•Is consistently well prepared for meetings</li> <li>•Makes effective use of available resources</li> <li>•Consistently establishes rules, forms, guidelines, and procedures to implement school board policy</li> <li>•Consistently and effectively ensures that actions required by the school board are taken and that proper and thoughtful recommendations are given so that the school board can make informed decisions</li> <li>•Completes all duties in a timely manner and consistent with requirements in law, under contract, or under Policy</li> </ul>	<ul style="list-style-type: none"> <li>•Does not effectively monitor progress or adjust plans as needed</li> <li>•Does not consistently establishes timelines, schedules and milestones</li> <li>•Is not consistently well prepared for meetings</li> <li>•Does not always makes effective use of available resources</li> <li>•Does not consistently establish rules, forms, guidelines, and procedures to implement school board policy</li> <li>•Does not consistently or effectively ensure that actions required by the school board are taken and that proper and thoughtful recommendations are given so that the school board can make informed decisions</li> <li>•Does not consistently complete duties in a timely manner and consistent with requirements in law, under contract, or under Policy</li> </ul>
<p><b>Justification for Evaluation:</b> Click or tap here to enter text.</p>	

**VII. Resource Management.** This category relates to the Superintendent’s consistent and effective: (a) management of the resources of the School District; (b) establishment of a systematic budgetary process that addresses the interests of taxpayers and students; (c) establishment of ongoing and future-oriented facility planning and maintenance to meet the district’s facility needs; and (d) management of human resources.

<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient	<input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<ul style="list-style-type: none"> <li>• Consistently and regularly seeks all grants, foundation aid, and taxes delinquents</li> <li>•Carefully and regularly monitors budget development, purchases of goods and services, and accounting of the district’s revenue and expenditures</li> <li>•Effectively provides timely analysis and reporting of the district’s financial position to the school board and public</li> <li>•Implements and consistently follows effective systems for recruitment, employment, orientation, evaluation, in-service and professional development</li> </ul>	<ul style="list-style-type: none"> <li>•Does not consistently take action within the bounds of appropriate priority</li> <li>•Does not consistently act with appropriate caution when dealing with unfamiliar issues and individuals</li> <li>•Does not carefully evaluate information to determine the important elements</li> <li>•Does not consistently communicate a clear rationale for a decision</li> <li>•Does not consistently seeks additional information about issues and events relevant to the district when necessary</li> </ul>



<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient	<input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<ul style="list-style-type: none"> <li>•Provides for the effective participation of teachers, principals and other staff members in the preparation of the budget</li> </ul>	<ul style="list-style-type: none"> <li>•Does not consistently seek relevant sources of information to confirm or refute assumptions</li> <li>•Does not consistently and effectively seek to identify the cause of a problem</li> <li>•Does not provide for the effective participation of teachers, principals and other staff members in the preparation of the budget</li> </ul>
<b>Justification for Evaluation:</b> Click or tap here to enter text.	

**VIII. Oral and Written Communication.** This category relates to the Superintendent's effectiveness in clearly communicating; timely communicating; giving appropriate messages at appropriate times; making oral presentations that are clear and easy to understand; expressing ideas clearly in writing; writing appropriately for different audiences in the school district.

<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient	<input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<ul style="list-style-type: none"> <li>•Consistently provides accurate and reliable information</li> <li>•Consistently demonstrates effective presentation skills; such as opening and closing comments, eye contact, enthusiasm, confidence, rapport, use of visual aids</li> <li>•Consistently speaks articulately</li> <li>•Consistently uses grammar properly</li> <li>•Consistently tailors messages to meet the needs of unique audiences</li> <li>•Clearly presents thoughts and ideas consistently in one-on-one, small groups, and formal presentations</li> <li>•Writes concisely when appropriate</li> <li>•Consistently demonstrates technical proficiency in writing</li> <li>•Consistently expresses ideas clearly in writing</li> <li>•Consistently communicates about issues to the school board on a timely manner</li> </ul>	<ul style="list-style-type: none"> <li>•Does not consistently provide accurate and reliable information</li> <li>•Does not consistently demonstrate effective presentation skills; such as opening and closing comments, eye contact, enthusiasm, confidence, rapport, use of visual aids</li> <li>•Does not consistently speak articulately</li> <li>•Does not consistently use grammar properly</li> <li>•Does not consistently tailor messages to meet the needs of unique audiences</li> <li>•Does not clearly present thoughts and ideas consistently in one-on-one, small groups, and formal presentations</li> <li>•Does not consistently write concisely when appropriate</li> <li>•Does not consistently demonstrate technical proficiency in writing</li> <li>•Does not consistently expresses ideas clearly in writing</li> <li>•Does not consistently communicate about issues to the school board on a timely manner</li> </ul>
<b>Justification for Evaluation:</b> Click or tap here to enter text.	

**IX. Community and Board Relations.** This category relates to the Superintendent's effectiveness in developing a strong and effective relationship with the School Board and community.

<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient	<input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<ul style="list-style-type: none"> <li>•Consistently informs and advises the school board about the programs, practices, activities and problems of the school district</li> <li>•Consistently keeps the school board informed of developments and administrative actions</li> <li>•Works effectively to achieve consensus or unity among diverse viewpoints</li> <li>•Consistently remains responsive to particular interests or views of individual board members</li> <li>•Timely advises the school board on the need for new and/or revised policies</li> <li>•Prepares and submits effective recommendations to the school board relative to matters requiring board action</li> <li>•Timely and fully provides the school board with appropriate information needed to ensure the making of informed decisions</li> <li>•Maintains an effective public relations program so that the public is consistently informed of district activities, successes and needs</li> <li>•Consistently responds in a timely and appropriate manner to public concerns</li> </ul>	<ul style="list-style-type: none"> <li>•Does not consistently inform or advise the school board about the programs, practices, activities and problems of the School District</li> <li>•Does not consistently keep the school board informed of developments and administrative actions</li> <li>•Does not consistently work effectively to achieve consensus or unity among diverse viewpoints</li> <li>•Does not consistently remain responsive to particular interests or views of individual board members</li> <li>•Does not consistently advise the school board on a timely basis on the need for new and/or revised policies</li> <li>•Does not consistently or adequately prepare and submit effective recommendations to the school board relative to matters requiring board action</li> <li>•Does not consistently or fully provide the school board on a timely basis with appropriate information needed to ensure the making of informed decisions</li> <li>•Does not adequately maintain an effective public relations program so that the public is consistently informed of district activities, successes and needs</li> <li>•Does not consistently responds in a timely and appropriate manner to public concerns</li> </ul>
<p><b>Justification for Evaluation:</b> Click or tap here to enter text.</p>	

**X. Fulfillment of Goals.** This category relates to the Superintendent's effectiveness in meeting his/her annual goals.

<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient	<input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<ul style="list-style-type: none"> <li>•Has met each goal fully and timely</li> <li>•Has performed well in meeting each goal</li> <li>•The quality of the "deliverable" associated with each goal is exemplary</li> </ul>	<ul style="list-style-type: none"> <li>•Has not met one or more goals</li> <li>•Has not performed well in reaching any goal(s)</li> </ul>

<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient	<input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
	•The quality of the “deliverable” associated with more or more goals is not exemplary
<b>Justification for Evaluation:</b> Click or tap here to enter text.	

Director’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Exhibit “C”**

**Coatesville Area School District**

**Confidential Evaluation Report**

**Solicitor’s Certification:**

I, Click or tap here to enter text., hereby certify that I received devaluation forms from Click or tap here to enter text. school directors and that a true and correct compilation of the results set forth on said evaluation forms is as follows.

The comments in the “justification” sections are quoted from the school board members.

Solicitor’s Signature: \_\_\_\_\_ Date: Click or tap to enter a date.

Name: Click or tap here to enter text.

School Year: Click or tap here to enter text.

**This form is to serve as a permanent record of the School Board’s evaluation of the Superintendent’s performance during the school year identified above.**

	<b>Exemplary</b>	<b>Proficient</b>	<b>Needs Improvement</b>	<b>Unsatisfactory</b>
<b>I. Educational Leadership</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<b>II. Teamwork</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<b>III. Sensitivity</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<b>IV. Decision Making</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<b>V. Results Orientation/Decisiveness</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<b>VI. Planning and Organizational Performance</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

	<b>Exemplary</b>	<b>Proficient</b>	<b>Needs Improvement</b>	<b>Unsatisfactory</b>
<b>VII Resource Management</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<b>VIII. Oral and Written Communication</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<b>IX. Community and Board Relations</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<b>X. Fulfillment of Goals</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

	<b>Exemplary</b>	<b>Proficient</b>	<b>Satisfactory, But Needs Improvement</b>	<b>Unsatisfactory</b>
<b>Overall Assessment</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

**I: Justification for Evaluation:** Click or tap here to enter text.

**II: Justification for Evaluation:** Click or tap here to enter text.

**III: Justification for Evaluation:** Click or tap here to enter text.

**IV: Justification for Evaluation:** Click or tap here to enter text.

**V: Justification for Evaluation:** Click or tap here to enter text.

**VI: Justification for Evaluation:** Click or tap here to enter text.

**VII: Justification for Evaluation:** Click or tap here to enter text.

**VIII: Justification for Evaluation:** Click or tap here to enter text.

**IX: Justification for Evaluation:** Click or tap here to enter text.

**X: Fulfillment of Goals:** Click or tap here to enter text.

[End of Rating Form]

**Exhibit "D"**

**Coatesville Area School District**

**Confidential Evaluation Report**

**Solicitor's Certification:**

I, Click or tap here to enter text., hereby certify that I received the evaluation forms from Click or tap here to enter text. school directors and that a true and correct compilation of the results set forth on said evaluation forms is as follows.

The Superintendent  met  did not meet his goals.

Solicitor's Signature: \_\_\_\_\_ Date: Click or tap to enter a date.

Name: Tomás Hanna

School Year: Click or tap here to enter text.

**This form is to serve as a permanent record of the School Board's evaluation of the Superintendent's performance during the school year identified above.**

[END OF EVALUTION REPORT.]