

EMPLOYMENT AGREEMENT

AGREEMENT is made by and between the Coatesville Area School District ("the School District" or "School Board") and Catherine Van Vooren, Ed.D. ("the Superintendent" or "Dr. Van Vooren").

Recitals

WHEREAS, the School Board desires to appoint and employ Dr. Van Vooren as the School District's Superintendent; and

WHEREAS, Dr. Van Vooren desires to accept said appointment and employment; and

WHEREAS, at a meeting of the School Board duly and properly called on the 17th day of January 2023, the School Board appointed Dr. Van Vooren to the office of School District Superintendent in accordance with the provisions of the Public School Code of 1949, as amended (hereinafter referred to as "Public School Code"); and

WHEREAS, the School Board and Dr. Van Vooren 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. Employment. The School District hereby employs Dr. Van Vooren as the School District Superintendent and Dr. Van Vooren hereby accepts such employment, all upon the terms and conditions set forth below.

§2. Term of Employment. The School Board employs Dr. Van Vooren as its School District Superintendent for a term commencing on or before February 27, 2023, and ending June 30, 2026 ("Term"). The actual start date will be decided by mutual agreement of the School Board President and Dr. Van Vooren based upon Dr. Van Vooren's release from the School District of Springfield Township. 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 or this Agreement.

§3. Duties of Superintendent.

§3.1 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 (herein 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 lawfully 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 her best efforts in fulfilling her duties in accordance with law.

§3.2 School District Requirements. The Superintendent shall utilize her best efforts to adhere to all School District Requirements which are presently in force or which may be established hereafter provided such School District Requirements are in accordance with law. The School District and School Board shall have the right to amend, revise or discontinue School District Requirements deemed necessary from time to time in accordance with law.

§3.3 Superintendent's Representations. The Superintendent represents and warrants to the School District that her 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 her duties as specified in this Agreement.

§3.4 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.

§3.5 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 a basis to initiate the termination of this Agreement provided any such termination proceedings shall be in accordance with Section 1080 of the Public School Code, (24 P.S. §10-1080, and §9.1 of this Agreement).

§3.6 Other Employment. The Superintendent shall devote her full business time, energy and skill to the performance of her duties under this Agreement. 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 her work effort towards the fulfillment of her obligations under this Agreement unless otherwise approved by the School Board. Notwithstanding anything in this provision and Agreement to the contrary, the Superintendent shall not be required to obtain School Board approval for volunteer work; provided, however, that any volunteer work in which the Superintendent engages shall not interfere with her ability to perform her duties as Superintendent.

§3.7 Role of School Board; Chain of Command. The School Board acknowledges that the 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 §3.7. 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 §3.7 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 §3.7 shall preclude the rights of School Board members to exercise their

responsibilities as individuals or committee members 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 §3.7 further does not restrict the activities of School Board members acting as ordinary citizens, parents or community members.

§4. Duty of Loyalty.

§4.1 Superintendent agrees that while she is employed by the School District, she will at all times act to protect and promote the interests of the School District. Superintendent will not, on behalf of herself 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.

§4.2 Superintendent agrees that, during the Term of her employment with the School District, she shall employ her experience and expertise exclusively for the benefit of the School District except as otherwise set forth in this Agreement.

§4.3 Confidentiality.

§4.3.1 Superintendent acknowledges that she 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.

§4.3.2 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 is a public record under Pennsylvania's Right-to-Know Law or that Superintendent is authorized to disclose by action of the School Board or required to disclose pursuant to any validly issued subpoena or court order or as may be required by law.

§4.3.3 All records, materials, documents or other objects containing Confidential Information, and copies thereof, obtained by Superintendent in the course of her employment with the School District relating to the School District, are confidential and shall remain the exclusive property of the School District. During her employment and at any time thereafter, except as otherwise set forth in this Agreement, the 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 her 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 or as otherwise set forth in this Agreement, provided that Superintendent must first provide prompt notice thereof to the School District to permit the School District an opportunity to contest such disclosure.

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

§4.3.5 Upon leaving the employ of the School District or at any other time upon the lawful 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 her 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 her possession whenever her employment or this Agreement terminates.

§5. Electronic Devices.

§5.1 The School District shall supply:

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

§5.1.2 a smart phone with unlimited calling and data; and

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

to the Superintendent for her use in the performance of her 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. All such devices, cables and supplies shall be returned to the School District upon termination of this Agreement unless otherwise agreed to by the Parties.

§5.2 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.

§5.3 Any smart phone and telephone number provided to the Superintendent for said phone shall be and shall remain the property of the School District. However, in the event of termination of the Superintendent's employment with the School District, the Superintendent shall have no right to the phone or telephone number, but may be permitted to keep such phone and telephone number if approved at the sole discretion of the School Board.

§6. Performance Review of Superintendent.

§6.1 *Statutory Performance Review.* The School Board shall conduct a performance review of the Superintendent in accordance with section 1073.1 of the School Code, 24 P.S. §10-1073.1, and the following terms and conditions:

§6.1.1 *Initial Annual Performance Standards.* The annual objective performance standards for purposes of section 1073.1 of the School Code, 24 P.S. §10-1073.1, for the period of time from the start of the Term of this Agreement through June 30, 2024, shall be as stated on Exhibit "B" attached hereto.

§6.1.2 *Subsequent Annual Performance Standards.* For each year of this Agreement beginning July 1, 2024, the parties hereto shall meet and confer in an executive session prior to July 1 of the applicable school year to develop objective performance standards for the upcoming year. The objective performance standards agreed upon shall be agreed upon by the School Board at a public meeting no later than August 31 of the applicable school year.

§6.1.3 *Process for Development and Agreement of Performance Standards.* The Superintendent shall be responsible: (a) to schedule the executive session required in §6.1.2; (b) to recommend a motion for the approval of the annual objective performance standards in a School Board meeting agenda; and (c) to post the agreed upon performance standards on the School District's website.

§6.1.4 *Timeframe For Conducting Performance Assessment.* The Superintendent shall work with the School Board President to schedule an executive session for the School Board to confer for purposes of preparing a formal written performance assessment. The executive session shall be scheduled before July 1 of each year, beginning with July 1, 2024.

§6.1.5 *Statutory Performance Assessment.* The only determination that shall be made by the School Board regarding the statutory performance review shall be whether the Superintendent met the mutually agreed upon performance standards. The Superintendent shall ensure that the following are posted on the School District's website: (a) the date of the assessment; and (b) whether the Superintendent met the agreed upon performance standards as determined by the School Board. Nothing else regarding the Superintendent's performance shall be posted or disclosed by the School Board. Notwithstanding any provision of this Agreement to the contrary, the Superintendent shall be deemed to have met the mutually agreed upon performance standards in any year when a statutory performance assessment is not completed in accordance with this Agreement.

§6.2 Additional Performance Review. In addition to the Statutory Performance Review, the School Board and Superintendent shall engage in a confidential annual performance review in accordance with the following terms and conditions:

§6.2.1 Evaluation Tool. The evaluation tools attached hereto as Exhibits "C" and "D" shall be used for this performance review.

§6.2.2 The Superintendent shall work with the School Board President to distribute Exhibit "C" to each School Director in an Executive Session prior to May 15 each year, and to describe to the School Board the process to utilize Exhibit "C" and the to explain the time frame for the process.

§6.2.3 Each School Director shall complete the evaluation tool and return the completed form to the School Director designated by the School Board to receive and to aggregate the data on the forms ("the Designated Director"). The Designated Director shall aggregate the data on the forms using the tool attached hereto as Exhibit "D."

§6.2.4 In consultation with the School Board President, the Superintendent shall schedule an Executive Session for the School Board to review and discuss the results of the performance review. The School Board shall then discuss the results of the review with the Superintendent in an Executive Session. The aggregated assessment report shall be provided to the Superintendent at least seventy-two (72) hours prior to the Executive Session at which the School Board discusses the report with the Superintendent. The Superintendent shall have the right to make a written response to the aggregated assessment tool.

§6.2.5 The parties shall attempt to have the process completed prior to June 30 each year.

§6.3 The dates contained herein and in the timeframe for the assessment of the Superintendent's performance shall be directory and not mandatory. However, the Superintendent's performance shall be deemed proficient in any year when a formal annual performance assessment is not completed in accordance with this Agreement, and she shall receive all salary increases and performance incentive payments for proficient performance in accordance with this Agreement.

§6.4 Notwithstanding any provision of this Agreement, the Superintendent and School Board may mutually agree in writing at any time during the Term of this Agreement or any extension of this Agreement to change the process and format of the Superintendent's evaluation, provided any such change meets the requirements of the Public School Code.

§7. Compensation and Benefits.

§7.1 Salary. Effective on the first day of the Term of this Agreement, the School District shall pay the Superintendent the sum of Two Hundred Fifteen Thousand Dollars and No Cents (\$215,000.00) 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.

§7.2 Annual Increases. Effective July 1, 2024, and every July 1 thereafter during the Term or any extension of this Agreement, the School District shall increase the Superintendent's Base Salary by a percentage equal to the base Act 1 Index as determined by the Pennsylvania Department of Education for the school year in question, or three percent (3%), whichever is higher. If the Act 1 index does not exist at any point during the Term of this Agreement, the Superintendent's annual Base Salary shall increase by three percent (3%) of her then-current annual Base Salary.

§7.3 Performance Increases. In addition to the annual increases described in §7.2 hereof, the Superintendent shall be eligible each year beginning July 1, 2024, for a performance increase of up to three percent (3%) of Base Salary. Such increases under this §7.3 shall be based upon the Superintendent meeting her objective performance standards set forth in Exhibit "B" hereto that are mutually agreed upon for the 2023-2024 school year and that are agreed upon by August 30 each year of this Agreement thereafter. The School Board hereby retains the right to increase the annual salary of the Superintendent and/or award other merit-based bonuses, as determined in its sole discretion, during the Term of this Agreement but shall not reduce the Superintendent's salary at any time without the prior written agreement of the Superintendent.

§7.4 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 adopted pursuant to Section 1164 of the Public School Code ("Act 93 Plan"), 24 P.S. §11-1164, in effect during the Term of this Agreement. Notwithstanding anything herein to the contrary, to the extent there is any inconsistency or conflict between the benefits in this Agreement and the benefits provided in the School District's Act 93 Plan, the Superintendent shall receive the benefits most advantageous to the Superintendent. Any increase or improvement in benefits extended to School District administrators through the School District's Act 93 Plan during the Term of this Agreement will also be extended to the Superintendent and become part of this Agreement. Nothing contained herein shall preclude the School Board from providing additional benefits to the Superintendent as may be agreed to by the parties. There shall be no duplication of benefits.

§7.4.1 Sick Leave. The Superintendent shall be credited with thirty (30) days of sick leave transferred from her previous public school employer, which shall be available and effective on the first day of the Term of this Agreement. In addition, on the first day of the Term of this Agreement, the Superintendent shall receive four (4) days of sick leave for the 2022-2023 school fiscal year. Thereafter, the Superintendent shall receive twelve (12) days of sick leave annually with full pay, which shall be credited in full on July 1, 2023, and on July 1st of each subsequent year of this Agreement. Unused sick leave days shall be cumulative without limit and may be supplemented at the discretion of the School District. Sick leave may be taken only in full-day or half-day increments.

§7.5 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 Pennsylvania Public School Employees' Retirement Code and sabbaticals in accordance with the Public School Code, 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 she waives any right or expectation to a sabbatical leave of absence at or after the termination of this Agreement.

§7.6 Vacation.

§7.6.1 The School District shall credit the Superintendent with ten (10) days of vacation leave for the 2022-2023 school fiscal year effective on the first day of the Term of this Agreement. Thereafter, on July 1, 2023, and July 1 of each subsequent year of this Agreement an additional thirty (30) days of vacation shall be credited annually to the Superintendent's account.

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

§7.6.3 On June 30th of each year of this Agreement, the Superintendent's unused vacation leave, if any, shall be adjusted as follows:

§7.6.3.1 The District shall make a lump sum cash payment to the Superintendent in the amount of her then-current per diem rate of pay for each of the first fifteen (15) days of unused vacation leave, which shall then be treated as used; and

§7.6.3.2 Additional unused vacation leave to a maximum of ten (10) days will be carried over into the next school year, meaning that no more than forty (40) days of vacation leave will be available as of July 1 of any year.

§7.6.4 Except as stated otherwise herein, the School District shall pay the Superintendent for unused days of vacation leave at the time this Agreement is terminated for any reason whether voluntarily or involuntarily at which time the School District shall pay the Superintendent her then-current per diem rate of pay for each day of unused vacation leave. Such payment for unused vacation leave shall be made as lump sum payment which shall be paid within thirty (30) days of the termination of this Agreement.

§7.7 "Per diem rate of pay" as the term is used throughout this Agreement means the Superintendent's then-current Base annual salary divided by two hundred sixty (260).

§7.8 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 Superintendent's 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). The Superintendent shall have the sole right to determine the beneficiary of such policy.

§7.9 Professional Dues. The School District encourages the Superintendent to take an active role in organizations related to her professional responsibilities. To this end, the School District will pay the yearly membership fees to four (4) professional organizations of the Superintendent's choice provided that each is directly related to her duties as Superintendent. Such professional organizations shall include but not be limited to the American Association of School Administrators (AASA); the Pennsylvania Association of School Administrators (PASA); the National Association of School Superintendents (NASS) and other organizations mutually agreed to by the Superintendent and the School Board. The School District will only reimburse membership fees to a maximum of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00) per school year unless additional amounts

are approved by the School Board.

§7.9.1 The School District shall pay the additional fees and costs for the Superintendent's participation in the University of Pennsylvania Study Council and the Suburban School Study Council

§7.10 *Legal Liability Protection.*

§7.10.1 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 her duties for the School District in accordance with the terms, conditions, limitations and exclusions of the Political Subdivision Tort Claims Act, 42 Pa.C.S. § 8541 *et seq.* This obligation shall survive the termination of this Agreement.

§7.10.2 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 recovered 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 herein. Those costs and legal fees shall not exceed reasonable rates and amounts. The obligations of this provision shall survive the termination of this Agreement.

§7.10.3 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.

§7.11 *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").

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

§7.11.2 The School District shall reimburse the Superintendent for mileage associated with the use of her private vehicle for the performance of the Superintendent's duties. Said mileage reimbursement shall be based on the then-current mileage allowance as established by the Internal Revenue Service ("IRS"), as the same may be changed or modified from time to time by the IRS. Nothing contained herein shall preclude the School District from increasing the travel reimbursement rate of said policy as may be agreed between the parties.

§7.12 *Professional Development and Continuing Education.* The School District shall pay the full cost for all professional development courses and continuing education courses taken by the Superintendent during the Term of this Agreement. To the extent the Superintendent takes graduate

credits, the School District shall pay to the Superintendent a maximum in any school year of the cost of twelve (12) credits for graduate courses at the Penn State University, University Rate.

§8. Reappointment

§8.1 The Superintendent's reappointment shall be in accordance with Section 1073(b) of the Public School Code, (24 P.S. §10-1073(b)). In the event the School Board fails to take such action, the Superintendent's term of office will be extended for one year and the terms and conditions of this Agreement will be incorporated in a successor agreement, unless mutually agreed otherwise by the School Board and the Superintendent. If Section 1073 of the Public School Code is statutorily modified from the above, reappointment shall be consistent with the law.

§8.2 The Superintendent agrees to notify each member of the School Board and the District Solicitor in writing at least one hundred and eighty (180) days prior to the expiration of the Term of this Agreement (i.e., 180 days prior to Tuesday, June 30, 2026 or any extension hereof), of the termination date of this Agreement and of the Board's obligation to comply with the reappointment provisions of Section 1073(b) of the Public School Code, 24 P.S. §10-1073(b) and **§8.1** of this Agreement.

§9. Termination. This Agreement may be terminated prior to the end of the Term of this Agreement as follows:

§9.1 *Termination for Cause.* The Superintendent may be removed from office and have this Agreement terminated for cause as set forth in Section 1080 of the Public School Code, 24 P.S. §10-1080. The procedures shall be in accordance with applicable law. The Superintendent shall be entitled to a transcript of the record of proceedings before the School Board, at no cost to the Superintendent. The Superintendent shall have the right to be represented by counsel at her sole cost and expense. 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 or in this Agreement.

§9.2 *Termination of Employment—Mutual Agreement.* This Agreement may be terminated by the mutual agreement, in writing, of the Superintendent and the School Board.

§9.3 *Disability.* If during the Term of this Agreement the Superintendent becomes disabled as defined under the Americans with Disabilities Act of 1990 to the extent that the Superintendent's disability renders her unable to perform the essential functions of her job with or without reasonable accommodation for a period of six (6) consecutive months, this Agreement may be terminated by the School District. 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, except as otherwise set forth in this Agreement or as mutually agreed upon in writing by the Superintendent and the School Board. 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 and shall receive all payout for unused leave as set forth in this Agreement. Notwithstanding any other provision of this Agreement, the Superintendent and School Board agree that is the express intention of the parties that the Superintendent has not waived or in any way impaired her rights, nor will the School District unlawfully discriminate against the Superintendent or violate her rights, under the Americans with Disabilities Act, the Family Medical Leave Act, the Pennsylvania Human

Relations Act, the Pennsylvania Workers' Compensation Act, the Public School Code, or any other applicable law governing disability.

§9.4 Termination of Employment--Death of Superintendent. In the event of the Superintendent's death during the Term of this Agreement, this Agreement shall be terminated upon the death of the Superintendent, at which time, the School District shall pay to the Superintendent's spouse, or if no surviving spouse to her estate, all compensation, and payment for unused leave, the Superintendent earned, accrued and/or is entitled to under this Agreement through the day on which the Superintendent's death occurs. The provisions hereof shall not be deemed to affect any other applicable benefits which may be available to the Superintendent, her spouse or estate in the event of the death of the Superintendent during the Term of this Agreement, including but not limited to those available, if any, under any applicable retirement program, COBRA, workers' compensation, life insurance benefits from the insurer subject to the terms, conditions, limitations and exclusions in the applicable policy, or otherwise.

§9.5 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 except as set forth in this Agreement; provided, however, that if the Superintendent fails to provide at least sixty (60) days written notice, the Superintendent shall be paid her then applicable Base Wages, but shall not be paid for any accrued leave days that she may have available and the Superintendent shall pay for health care premiums beginning the first day after her last day of work for the School District.

§10. General Provisions

§10.1 This Agreement shall not be assignable by either party.

§10.2 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.

§10.3 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.

§10.4 Applicable Law, Venue, Service and Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

§10.4.1 Consent to Jurisdiction. The 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 court.

§10.4.2 *Service of Process.* The 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 her address as maintained on the records of the School District at the time of service.

§10.4.3 *Venue.* The Superintendent hereby irrevocably waives any objection which she 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 her property in the courts of other jurisdictions.

§10.4.4 THE SUPERINTENDENT ACKNOWLEDGES THAT SHE HAS READ AND UNDERSTANDS THE FOREGOING PROVISIONS AND THAT SUCH PROVISIONS ARE REASONABLE AND ENFORCEABLE.

§10.5 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.

§10.6 It is expressly agreed that the covenants of the Superintendent and School Board 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.

§10.7 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.

§10.8 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.

§10.9 The Superintendent and School Board each acknowledges that each has carefully read, reviewed, and considered the terms of this Agreement, that each party has had a full opportunity to obtain legal advice from counsel 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.

§10.10 Superintendent and School Board shall cooperate and take such actions as may be reasonably necessary to carry out the provisions and purposes of this Agreement.

§10.11 *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. To the extent reasonably practicable, 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.

§10.12 *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.

§10.13 *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:

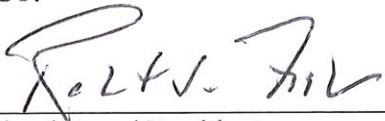
§10.13.1 If to the School District: to the main offices of the School District addressed to the President of Board of School Directors of the School District, with copies to the School Board secretary and to the solicitor of the School District.

§10.13.2 If to Superintendent at her address as shown on School District's records.

§10.14 *Internal Revenue Code 409A Compliance.* This Agreement and its operation are intended to comply with Section 409A of the Internal Revenue Code to the extent such IRC section applies to any non-qualified deferred compensation paid hereunder. The School District and the Superintendent intend that this Agreement shall be administered, interpreted and construed in a manner consistent with Section 409A of the Internal Revenue Code and the regulations relating thereto so as not to subject the Superintendent to the payment of tax, interest and any tax penalty which may be imposed under Section 409A. The provisions of this Agreement shall be construed and interpreted in such a manner consistent with such good faith intent. Each payment and each installment described in this Agreement shall be considered a separate payment from each other payment or installment. Notwithstanding any other provision of this Agreement, it is intended that any payment or benefit which is provided pursuant to or in connection with this Agreement which is considered to be nonqualified deferred compensation subject to Section 409A of the Code shall be provided and paid in a manner, and at such time and in such form, as complies with the applicable requirements of Section 409A of the Internal Revenue Code. The School District and the Superintendent shall cooperate in good faith to modify this Agreement as necessary to comply with the requirements of Section 409A of the Internal Revenue Code and preserve to the maximum extent possible the economic value of the relevant payment or benefit to the Superintendent under this Agreement. This obligation shall survive the termination of this Agreement.

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: 
School Board President

By: 
School Board Secretary

Date: 1/17/2023

DR. CATHERINE VAN VOOREN:

By: 
Catherine Van Vooren, Ed.D.

Date: 1/17/2023

[EXHIBITS FOLLOW]

Exhibit "A"

COATESVILLE AREA SCHOOL DISTRICT

Title: Superintendent

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

- Certification: Letter of Eligibility; Commission issued by the Secretary of Education;
- Master's or Doctorate in School Leadership or other degree or concentration deemed satisfactory by the Board of School Directors;
- 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 maintain 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 conditions.

Signature: _____ Date: _____

[END OF EXHIBIT "A"]

EXHIBIT “B”

Coatesville Area School District

Objective Performance Standards

School Year: 2023-2024

OBJECTIVE PERFORMANCE STANDARD	Met	Not Met
The Superintendent will review the existing Comprehensive Plan and the proposed Master Facilities Plan and make suggestions for revisions (if any) to the board.		
The Superintendent will review the District’s current Communication Plan, addressing internal/external communications by meeting with stakeholders in order to make recommendations on improving the dissemination of District information.		
In June, the Superintendent will provide a “State of the District” address for the School Board of Directors to share data and district findings for further review and planning.		
The Superintendent will analyze student achievement data trends and attendance patterns and compare them to existing policies and programs to define priority areas that are in greatest need of improvement moving forward.		

[END OF EXHIBIT “B”]

EXHIBIT "C"

COATESVILLE AREA SCHOOL DISTRICT

Superintendent Evaluation Form

Name of Superintendent:

School Year:

School Director:

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

Directions: 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 exemplary, proficient, needs improvement, or unsatisfactory in each category. If an unsatisfactory rating is provided in any category, provide a narrative statement as to why the unsatisfactory rating has been given by you. Last, assign an overall evaluation of performance, and sign the form. The form is to be given to the Designated Director confidentially. The Designated Director will compile the results in a confidential report to the School Board and the School Board will meet in executive session to discuss the Designated Director's report and determine the overall collective performance review of the Superintendent.

<p>1. 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.</p>

<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient	<input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<ul style="list-style-type: none"> • Articulates and causes the adoption of a clear goals for the School District, the Superintendent and administrators • Adopts and/or adheres to specific procedures and processes to establish high expectations for self and others • Encourages innovation and improvement in teaching and learning • Sets and clarifies measurable objectives • Generates enthusiasm and works to persuade others to work together to accomplish common goals • 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 • Consistently articulates expectations regarding the performance of others clearly • Acknowledges achievement and accomplishment of others • Seeks commitment of all involved to a specific course of action • Is perceived as an educational leader by the professional staff of the School District 	<ul style="list-style-type: none"> • Limited, or absence of, goals for the School District, the Superintendent or administrators • Unclear or trivial instructional goals and low expectations for students • Little or no awareness of resources, materials, and technology available through the school or district or professional organizations • Inappropriate or incoherent plans or goals • Inappropriate assessments of student learning not aligned to the instructional goals nor adapted as needed for student needs • Lack of demonstrated enthusiasm by one or more district groups • Inability to reduce or eliminate controversy
Justification for Evaluation (Required for a Needs Improvement or an Unsatisfactory Rating): Click or tap here to enter text.	

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

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



<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient	<input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
Justification for Evaluation (Required for a Needs Improvement or an Unsatisfactory Rating): Click or tap here to enter text.	

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

5. 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"> •Consistently and appropriately delegates responsibility to others •Develops effective action plans to address problems or issues •Effectively monitors progress and adjusts plans as needed 	<ul style="list-style-type: none"> •Does not consistently or appropriately delegate responsibility to others •Does not regularly develops effective action plans to address problems or issues •Does not effectively monitor progress or adjust plans as needed



<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient	<input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<ul style="list-style-type: none"> •Consistently establishes timelines, schedules and milestones •Is consistently well prepared for meetings •Makes effective use of available resources •Consistently establishes rules, forms, guidelines, and procedures to implement school board policy •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 •Completes all duties in a timely manner and consistent with requirements in law, under contract, or under Policy 	<ul style="list-style-type: none"> •Does not consistently establishes timelines, schedules and milestones •Is not consistently well prepared for meetings •Does not always makes effective use of available resources •Does not consistently establish rules, forms, guidelines, and procedures to implement school board policy •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 •Does not consistently complete duties in a timely manner and consistent with requirements in law, under contract, or under Policy
Justification for Evaluation (Required for a Needs Improvement or an Unsatisfactory Rating): Click or tap here to enter text.	

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



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

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

9. Fulfillment of Objective Performance Standards. This category relates to the Superintendent's effectiveness in meeting her mutually agreed upon objective performance standards as set forth in Exhibit "B" to the Superintendent's employment Agreement. See Exhibit "B"

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Justification for Evaluation (Required for a Needs Improvement or an Unsatisfactory Rating): Click or tap here to enter text.

Director's Signature: _____ Date: _____

Date:

[END OF EXHIBIT "C"]



EXHIBIT “D”

Instructions:

1. The Designated Director shall aggregate the results of the review from each of the School Directors.
2. The Designated Director shall complete Table 1 by inserting the number of School Directors who provided the rating of exemplary, proficient, needs improvement or unsatisfactory in each category.
3. The Designated Director shall present the aggregated results in a confidential report to the full School Board in Executive Session. The School Board shall review and discuss the Designated Director’s report and shall determine the overall collective performance review of the Superintendent, which shall be placed in the Superintendent’s personnel file, along with any written response by the Superintendent.

Table 1:

	Exemplary	Proficient	Needs Improvement	Unsatisfactory
I. Educational Leadership	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.
II. Teamwork	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.
III. Decision Making	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.
IV. Results Orientation/Decisiveness	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.
V. Planning and Organizational Performance	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.
	Exemplary	Proficient	Needs Improvement	Unsatisfactory
VI Resource Management	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.
VII. Oral and Written Communication	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.
VIII. Community and Board Relations	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.

	Exemplary	Proficient	Needs Improvement	Unsatisfactory
IX. Fulfillment of Objective Performance Standards – See Exhibit “B” of Superintendent’s employment Agreement				
Overall Assessment	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.

Table 2:

I hereby certify that the information on this form is an accurate aggregation of the data from the review forms by each individual School Director.

Signature: _____ Date: _____

[END OF EXHIBIT “D”]