CONTRACT FOR EMPLOYMENT

COATESVILLE AREA SCHOOL DISTRICT

SUPERINTENDENT

THIS AGREEMENT is made and entered into this 23rd day of August, 2016, by and between the Board of School Directors of the Coatesville Area School District (hereinafter referred to as the "School District") with administrative offices located at 3030 C.G. Zinn Road, Thorndale, Pennsylvania 19372 and Dr. Cathy L. Valotta Taschner, an individual, (hereinafter referred to as "Dr. Taschner" or "Superintendent") (collectively the "Parties").

WHEREAS, the Board of School Directors of the Coatesville Area School District at a Special meeting duly scheduled and properly called on the 8th day of April, 2014, appointed Dr. Taschner to the office of Superintendent of Schools for the School District in accordance with the provisions of sections 508, 1071, 1073 and 1701 et seq. of the Pennsylvania Public School Code of 1949; and

WHEREAS, the School District did elect and appoint Dr. Taschner to the position of Superintendent of Schools of the Coatesville Area School District for a Term beginning no later than July 1, 2014 and ending June 30, 2017; and

WHEREAS, the Board of School Directors of the Coatesville Area School District at a regularly scheduled meeting of said Board duly scheduled and properly called on the 23rd day of August, 2016, did extend the term of the Contract for Employment for five (5) years beginning on July 1, 2017 and ending on June 30, 2022; and

WHEREAS, the Board of School Directors desires a Superintendent who will lead the School District by providing an exemplary educational program for all students;

WHEREAS, the Board of School Directors desires a Superintendent who will, at all times, comport herself according to both the highest standards of professional ethics and exemplary personal behavior;

WHEREAS, the Board of School Directors and Dr. Taschner acknowledge that their collective principal objective is to substantially increase the academic and behavioral standards of the District and to accomplish with all deliberate speed progress toward helping our students achieve these higher standards; and

WHEREAS, the Parties have agreed upon certain terms and conditions of employment and desire to reduce said terms and conditions to writing;

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

- 1. <u>Term.</u> The District, in consideration of the promises herein contained, has employed Dr. Taschner and Dr. Taschner hereby accepts said employment as Superintendent of Schools of the District for a term of five (5) years beginning on July 1, 2017, and ending no later than June 30, 2022.
- 2. <u>Minimum Work Days</u>. The Superintendent shall work at least two hundred and sixty (260) days annually for the District under this Agreement.
- 3. Authority of the Board of School Directors for the District and the Superintendent.

 The Board of School Directors, on its own behalf and on behalf of the electors of the District, and the Superintendent hereby retain and reserve all power, rights, authority, duties and responsibilities conferred upon and invested in it and in her respectively by the laws and the Constitution of Commonwealth of Pennsylvania save for any power or rights limited by the express terms of this Agreement.
- 4. <u>Professional Certification</u>. As a condition precedent to this Agreement, the Superintendent shall secure and continue at all times during the Term hereof to hold a valid superintendent's certificate issued by the Department of Education of the Commonwealth of Pennsylvania.
- 5. <u>Duties and Full-Time Employment</u>. The following are the duties of Dr. Taschner, which Dr. Taschner will be expected to perform as Superintendent of the District:
 - a. To serve as Chief Executive Officer of the District responsible for coordinating all services to and carrying out all official policies of the District;
 - To serve as the Chief Operating Officer of the District responsible for developing and carrying out all procedures necessary for the thorough and efficient management of the District;
 - c. To set forth objectives in conjunction with the Board of School Directors for the District with performance indicators and standards consistent with the mission statement established by the District;

- d. To visit personally, and as often as practicable the several schools under the Superintendent's supervision, and to note the courses, branches and methods of instruction taught;
- e. To provide for the giving of such directions in the art of teaching and methods of teaching in each school as the Superintendent deems expedient and necessary;
- f. To report to the Board of School Directors any insufficiency found, so that each school shall be equal to the grade for which it was established and that there may be, as far as practicable, uniformity in the courses of study in the schools of the several grades;
- g. To work with the Board of School directors toward improvement in the performance of the students in all grades, such improvement shall be measured by using whatever standardized tests or other methods as approved by the District for this purpose;
- h. To work with the Board of School Directors toward developing a financial and academic assessment of the District's programs and advise the Board of School Directors of the findings along with recommendations;
- To recommend to the Board of School Directors all individuals for employment and termination of employment, and directing and assigning teachers and other employees of the schools under her supervision; except as otherwise directed by the Board of School Directors;
- To provide the Board of School Directors with copies of all new and revised formal administrative circulars, memoranda and directives issued on a departmental, building, or district wide basis;
- k. To prepare and submit to the Board of School Directors all matters requiring action, as required by law and regulation;
- To provide to the Board of School Directors on an annual basis for the Term of this
 Agreement, an Individual Management Assessment for each member of the
 management team of the District containing recommendations that will afford both the
 District and each individual member of the team, the opportunity to more successfully
 achieve the goals delineated in the District's Mission Statement;
- m. To provide reports to the Board of School Directors of any professional and managerial employee whose performance is rated unsatisfactory with recommendations of appropriate action;
- To provide to the Board of School Directors regular activity reports on scheduled meetings; and

- o. Informing the Board of School Directors as to the operation of the school system and making recommendations for the more efficient operation thereof; and
- Organizing, supervising and arranging the administrative and supervisory staff;
- q. Suggesting policies and procedures deemed necessary for the efficient and proper operation of the School District;
- Establish and maintaining effective procedures and controls for expenditures of all school funds in accordance with the annual school budget, subject to the direction and approval of the Board of School Directors;
- s. Involving the Board of School Directors no later than October each year in the preparation of the annual budget;
- t. Providing the Board of School Directors with information pertinent to its legislative role;
- u. Attending all Board Meetings as may be required from time to time;
- v. To meet with the Board of School Directors annually to develop the Board of School Director's desired goals and objectives for the District for each school year of the term of this Contract, which shall include, but not be limited to, measureable increases in literacy and mathematic rates as well as measurable decreases in drop-out rates and long-term expulsion rate and lengths;
- w. To perform such other duties as may be enumerated or required by a legal majority of the Board of School Directors voting at a legally authorized meeting of the District.
- 6. Administration. The District agrees that Dr. Taschner shall be responsible for the day-to-day administration of the District subject to officially adopted policies of the District. Nothing in this section shall preclude the right of the Board Members, acting collectively, to exercise their responsibilities as the Board of School Directors in the areas of monitoring District operations, conducting oversight activities, or visiting schools, as set forth in Board policy or directed by the Board of School Directors.
 - a. The Superintendent shall be charged with the administration of the schools under the directions of the Board of School Directors. The Superintendent shall be the Chief Executive Officer of the District, and as such, shall be responsible for performing all duties incident to the Office of the District Superintendent as set forth in the Public School Code and other such duties as may be legally prescribed by the Board of School Directors. The Superintendent's duties shall include recommending to the Board of

School Directors the selection, employment, assignment, transfer and suspension of all professional and non-professional personnel. In addition to the responsibilities set forth herein, the Superintendent shall be responsible for the job duties and performance responsibilities set forth in the job description for the position of Superintendent of Schools. (Job description attached hereto as Exhibit "A"). To the extent this Agreement and job description conflict, the terms of this Agreement shall control. Finally, the Superintendent shall assign duties and supervise all employees, and recommend Superintendent shall assign duties and discharge of any employee who fails to perform satisfactorily.

- b. The Superintendent shall have a seat on the Board of School Directors and the right to speak on all issues before the Board of School Directors but shall not have the right to vote. The Superintendent, or her designee(s), shall have the right to attend all regular and special meetings of the Board of School Directors and all committee meetings and special meetings those relating to her own employment, and shall serve as advisor to the Board of School Directors and its committees in all matters affecting the District. The Board of School Directors and its members, individually, shall promptly refer all criticisms, complaints and suggestions called to its/their attention to the Superintendent for study, dispositions, or recommendation as appropriate.
 - c. The Superintendent shall be responsible for the total day-to-day administration of the District subject to officially adopted policies of the Board of School Directors. All official contacts between the Board of School Directors members and the staff of the District shall be through the Superintendent exclusively. The Superintendent shall be responsible for communicating the Board of School Directors' directives to employees and for communicating on behalf of employees to the Board of School Directors. Nothing in this section shall preclude the right of Board Members to exercise their responsibilities as individuals in the areas of monitoring District operations, conducting oversight activities, or visiting schools, as set forth in District governing body policy or directed by the Board of School Directors.
 - d. The Superintendent shall be responsible for overseeing the timely review of all curricular area required by law and to make recommendations to the Board of School Directors for the improvement of curriculum.
 - e. Regarding outside work, the Superintendent agrees to devote her full time, attention, energies, skills, and labor to employment as Superintendent during the Term of this Agreement. The Superintendent may, however, engage in other consultative work,

- speaking engagements, writing, lecturing, adjunct teaching or other professional services provided the Board of School Directors is informed beforehand and approves of the activity or activities. These outside activities shall not interfere with the Superintendent's duties under this Agreement. The Superintendent may receive and retain appropriate remuneration associated with these activities.
- f. The duties of the Superintendent shall require her participation in professional associations and presence at numerous meetings, conventions and conferences in order to maintain awareness of current issues, programs and information. The Superintendent's attendance at seminars, workshops, in-service programs, school activities and graduate education programs is necessary to maintain the knowledge and skills required of this position. The School District considers the expenses involved in such activities, including dues in at least two (2) professional associations of the Superintendent's choosing, to be directly related to her duties and appropriate for reimbursement. Expense reimbursement for such activities shall be provided in accordance with procedures of District policy.
- 7. Salary. The District agrees to compensate the Superintendent at an annual salary of One Hundred Eighty-Five Thousand Dollars (\$185,000.00) commencing on July 1, 2017. The Superintendent's salary will remain constant through each of the five (5) years of this Agreement subject to annual increases up to 2.5% over the base salary of the preceding school year based on the completion of goals and criteria set forth in paragraph 11 below; provided, however, that the Superintendent has received a satisfactory or greater rating of performance in the preceding school year. Said performance rating will be performed by the Board of School Directors and will be based upon the criteria set forth in paragraph 11 below as well as the performance evaluation tool attached hereto as Exhibit "B". Unless renewed in accordance with Pennsylvania law, this Agreement shall terminate upon its expiration.
- 8. Health and Other Benefits. The District shall provide health and other benefits to the Superintendent during the Term of this Agreement identical to and consistent with the health and other benefits offered to other certified administrative employees in accordance with the Coatesville Area School District Administrative Compensation and Related Benefits Plan for Certified Administrators ("Act 93 Agreement") attached hereto as Exhibit "C", which is the Act 93 Agreement in effect on the date of the original Term, that Term

- commencing on July 1, 2014. The health and other benefits afforded to the Superintendent pursuant to this paragraph shall remain identical to those set forth in Exhibit "C" for the Term of this Agreement, that Term beginning July 1, 2017 and ending on June 30, 2022.
- 9. Vacation, Sick and Personal Leave. Vacation, sick and personal leave shall be earned and accrued according to the guidelines established in the Act 93 Agreement attached hereto as Exhibit "C". Vacation days taken by the Superintendent shall not unduly interfere with the Superintendent's duties and responsibilities and the Superintendent shall make suitable arrangements to reasonably ensure the administrative management of the District during the Superintendent's absence. The Superintendent shall also notify the President of the Board of School Directors or, in the President's absence, the Vice-President of the Board of School Directors, of the Superintendent's intention to take vacation days. The Superintendent may transfer no more than thirty (30) days of sick leave accumulated from prior employment within another school district. Compensation for unused sick leave is limited to the maximum compensation for unused sick leave under the Act 93 Agreement attached hereto as Exhibit "C".
- Should the Superintendent become unable to perform her duties because of Disability. 10. disability (which term shall be defined to mean an inability to perform the duties of the Superintendent by reason of physical or mental disability for continuous employment of no less than three (3) months during the Term of this Agreement), the District shall have in effect a short-term and long-term disability insurance policy for the Superintendent which shall provide a monthly benefit. The District shall pay the Superintendent the difference (if any) between the then annual salary of the Superintendent and the monetary payments received by the Superintendent from the disability policy for a period of two (2) years or until the termination of this Agreement, whichever occurs first. In the event that the Superintendent's sick leave should be exhausted prior to any disability insurance benefits becoming effective, the District shall continue to pay the Superintendent's salary and fringe benefits less any worker's compensation (if any) until such time as the disability insurance takes effect provided said payments by the District shall be paid to the Superintendent only if she is deemed disabled and eligible for benefits in accordance with the terms of the disability insurance policy.

11. Assessment of Performance.

- The Board of School Directors shall evaluate the Superintendent annually, in accordance with Pennsylvania law and in accordance with all applicable statues, regulations, and Board policy relating to the Superintendent evaluation. The evaluation instrument will be developed and mutually agreed upon by the Board of School Directors and the Superintendent. Each annual evaluation shall be in writing and will take place no later than June 30, following the end of the school year, beginning on June 30, 2018, using a mutually agreed upon method as a basis for the evaluation. Any adjustment in salary provided in paragraph 7 above resulting from the annual evaluation shall be implemented on the first day of the next contract year. For example, the evaluation completed by June 30, 2018 may result in a salary adjustment on the first day of the second year of the Agreement, July 1, 2018. In the event the Board of School Directors consensus determines the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to the Superintendent. The mutually agreed to performance standards, date of the assessment and whether or not the Superintendent has met the agreed upon objective performance standards will be posted on the District's website.
- b. The performance of the Superintendent shall be assessed by the Board of School Directors against the objective performance standard listed below. The Board of School Directors and the Superintendent hereby mutually agree to the following performance standards:
 - i. Student Growth and Achievement: The Superintendent shall use multiple data sources to assess student success and growth as appropriate, specific to needs within the District and as determined annually in collaboration with the Board of School Directors. Annual or other District performance objectives are articulated and clearly achieved under the direction of the Superintendent relative to achievement and growth on PDE-required assessments including, but not limited to, PSSA, Keystone Exams, PVAAS, attrition rates or graduation rates and other locally-determined measures.
 - ii. <u>Organization Leadership</u>: The Superintendent shall work collaboratively with the Board of School Directors to develop a vision for the District, display an ability to identify and rectify problems affecting the District, work collaboratively with District administration to ensure best practices for instruction, supervision,

- curriculum development and management are being utilized and work to influence the climate and culture of the District.
- iii. School District Operations and Financial Management: The Superintendent shall
 - manage effectively, ensuring completion of activities associated with the annual budget, oversee distribution of resources in support of District priorities and direct overall operational activities within the District.
- iv. <u>Communication and Community Relations</u>: The Superintendent shall communicate with and effectively engage the staff, the Board of School Directors and members of the community, clearly articulate the District's goals and priorities, address local and broader issues affecting the District and build support for the District's initiatives, programs and short/long-range plans.
- v. <u>Human Resource Management</u>: The Superintendent shall incorporate best practices for human resource management and oversight and coordinate staffing, recruitment and other human resource functions.
- vi. <u>Professionalism</u>: The Superintendent shall model professional decision-making processes and ethical standard consistent with the values of Pennsylvania's public education system as well as that of the community. The Superintendent shall additionally work to individual reflect upon her effectiveness within the role and work to improve effectiveness through the use of professional development literature and activities.
- c. The key performance indicators under each objective performance standard will undergo an annual review by the Superintendent and the Board of School Directors. Modifications may be made in writing by the Board of School Directors, as agreed upon by the Superintendent, to address the current nature of challenges, issues and needs facing the District.
- d. The performance assessment shall be used for the following purposes:
 - To strengthen the working relationship between the District and the Superintendent and to clarify for the Superintendent and individual members of the Board of School Directors the responsibilities the Board of School Directors relies on the Superintendent to fulfill;
 - ii. To discuss and establish goals for the ensuing year; and

- iii. To establish the basis for incremental adjustments in the annual salary for the Superintendent.
- Directors directs that any investigation of the Superintendent's conduct or performance be undertaken, the Superintendent shall, prior to the commencement of any formal proceedings against her, be: (i) granted access to all non-privileged documents accumulated in the course of such investigation; and (ii) granted the opportunity to respond, verbally or in writing, to any documents, findings or conclusions derived from such an investigation prior to the investigation being concluded. Nothing herein shall obligate the Board of School Directors to share attorney-client privileged or work product information with the Superintendent following the completion of any investigation of conduct or performance. Consistent with applicable controlling state and federal laws, the District reserves the right to suspend the Superintendent with or without pay for allegations involving serious misconduct during the pendency of an investigation. Nothing in this paragraph shall be construed to deprive the Superintendent of her substantive or procedural due process right in connection with any investigation.
- Discharge or Termination. Discharge or termination of employment contract shall be 13. done in accordance with applicable section of the Pennsylvania Public School Code of 1949. Throughout the Term of this Agreement, the Superintendent shall be subject to discharge for valid and just cause for the reasons specified in Section 10-1080 of the Public School Code of the Commonwealth of Pennsylvania. The Board of School Directors shall not arbitrarily or capriciously call for her dismissal and the Superintendent shall in any event have the right to written charges, notice of hearing and a fair and impartial hearing, all elements of due process and the right to appeal to a court of competent jurisdiction. At any such hearing before the Board of School Directors, the Superintendent shall have the right to be present and to be heard, to be represented by counsel and to present witnesses and testimony relevant to the issue. A transcript of the record of proceedings before the Board of School Directors shall be made available without charge to the Superintendent in the event an appeal is taken by the Superintendent, who shall have the right to be represented by counsel at her sole cost and expense. Provided, however, should the Superintendent prevail in any hearing or appeal, the Board of School Directors shall reimburse her legal fees incurred in such action at any hourly rate not to exceed \$250.00

per hour plus reasonable costs and expenses. To the extent that the District seeks to terminate the Superintendent from employment or terminate this Agreement, the District may, in its sole discretion, agree to enter into a termination buyout or certain severance provisions consistent with Section 10-1073(e)(3)(i)&(ii) of the Pennsylvania Public School Code of 1949. Dr. Taschner may terminate her employment at any time by giving sixty (60) days' notice in writing to the Board of School Directors and shall be compensated through the last day worked.

- 14. Professional Liability. The Board of School Directors agrees that it will defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in her individual capacity or in her official capacity as an agent and employee of the Board of School Directors, provided the incident arose while the Superintendent was acting within the scope of her employment and as such, liability coverage is within the authority of the Board of School Directors to be provided under state law.
- Reappointment. The Board of School Directors shall provide the Superintendent with 15. periodic opportunities to discuss Superintendent-Board relationships and shall inform her at least annually of any inadequacies perceived by the Board of School Directors. Consistent with and subject to Section 10-1077(b) of the Pennsylvania Public School Code, at least one hundred and fifty (150) days prior to the expiration of the Term of this Agreement, the Board of School Directors shall take formal action at a regular meeting to either notify the Superintendent that the Board of School Directors intends to renew the Superintendent for a further term of three (3) to five (5) years or that the Board of School Directors will consider other candidates for the office and shall notify the Superintendent in writing by certified mail. Should the Board of School Directors fail to take formal action to either renew or terminate this Agreement at least one hundred and fifty (150) days prior to the expiration of the Term, this Agreement shall be renewed for a term of years not less than the length of the expiring term, and the terms and conditions of this Agreement shall be incorporated into a successor agreement unless mutually agreed otherwise by the Board of School Directors and the Superintendent.

- 16. <u>Post-Retirement Benefits</u>. Post-retirement benefits shall be provided under this Agreement only to the extent they are set forth in the Act 93 Agreement attached hereto as Exhibit "C".
- 17. <u>Modifications</u>. Notwithstanding any term or provision herein or elsewhere, oral or in writing, this Agreement shall not be modified except in a writing signed by the Superintendent and approved by the Board of School Directors and executed by an authorized officer of the District' governing body.
- 18. Savings Clause. If during the Term of this Agreement it is found that a specific clause of the Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such ruling shall remain in force. This Agreement contains the entire agreement between the Parties and may not be changed or altered except in accordance with paragraph 17 above.
- 19. <u>Obligations</u>. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their successors or assigns.
- 20. <u>Statutory References</u>. All references to the Pennsylvania Public School Code contained herein shall also refer to and incorporate any amendment or recodification of such Code.
- 21. Entire Agreement. This Agreement is the entire agreement between the Superintendent and the Board of School Directors and supersedes all prior or contemporaneous negotiations, correspondence, understandings and agreements between the Superintendent and the Board of School Directors, regarding the subject matter of this Agreement.
- 22. <u>Applicable Law</u>. This Agreement shall be construed in accordance with the law of the Commonwealth of Pennsylvania.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF and intending to be legally bound hereby, the Parties have caused this Agreement to be duly executed the day and year first written above.

ATTEST:	COATESVILLE AREA SCHOOL DISTRICT
Bonold Malonick Ron Kabonick, Secretary	Dean Snyder, President
WITNESS:	DR. CATHY L. VALOTTA TASCHNER
Will Ron	Ocho Orly

Dr. Cathy L. Valotta Taschner Superintendent of Schools

Exhibit A

Coatesville Area School District Job Description

Position Title:

Superintendent

Location:

Administration Building

Reports to:

Board of School Directors

Supervises: Union Affiliation: N/A CERT

Applicable Agreement/ Contract:

Contract

Number of Days Worked:

260

Summary Statement: As chief executive officer for the board of school directors, provide educational and business leadership and administer the schools in conformance with the laws of the Commonwealth of Pennsylvania.

Essential Functions:

1) Serve as chief executive officer for the board of school directors.

2) Report to the board the progress and status of programs and activities of the district and inform the board on all matters of major importance or significance in relation to these programs and activities.

3) With the assistant of the chief financial and operations officer, ensure that a human resource program to recruit, select, and recommend qualified candidates to the board for employment is developed and maintained.

4) Recommend to the board the selection, employment, assignment, transfer, and suspension of professional and nonprofessional personnel.

5) Ensure that a program for supervision and evaluation of all district employees is developed and maintained; and review all evaluations of administrators, supervisors, and specialists.

6) Recommend salary increases and adjustments for Act 93 personnel and others who are not covered by a collective bargaining agreement.

7) Direct and supervise the assistant superintendent, chief financial, and operations officer and communications specialist, and conduct periodic evaluations and appraisals of their performance.

8) Prepare the agenda for all meetings of the board and deliver the agenda with pertinent information on each item in advance of the meeting.

9) Act as professional advisor to the board and attend all meetings of the board, with the right to comment on all issues.

10)Provide leadership in setting the district educational and financial agendas in accordance with the district strategic plan and site based management system; and evaluating the efficiency and effectiveness of all related programs.

11)Provide direction to the Assistant Superintendent in developing long-range and short range educational objectives for the improvement and growth of the educational programs and the regular and systematic evaluation, analysis, and appraisal of student achievement.



Physical Requirements:

A) Mental Functions

- 1. Comparing Judging the readily observable functional, structural, or compositional characteristics (whether similar to or divergent from obvious standards) of data, people, or things.
- 2. Copying Transcribing, entering, or posting data.
- 3. Computing Performing arithmetic operations and reporting on and/or carrying out a prescribed action in relation to them.
- 4. Analyzing Examining and evaluating data. Presenting alternative actions in relation to the evaluation is frequently involved.
- 5. Coordinating Determining time, place, and sequence of operations or action to be taken on the basis of analysis of data. May include prioritizing multiple responsibilities and/or accomplishing them simultaneously.
- 6. Synthesizing To combine or integrate data to discover facts and/or develop knowledge or creative concepts and/or interpretations.

B) Relations with Others

- 1. Supervision (given) Coordinating and directing the activities of one or more subordinates
- 2. Supervision (received) Independence of actions; authority to determine methods of operation.
- 3. Negotiating Exchanging ideas, information, and opinions with others to formulate policies and programs and/or jointly arrive at decisions, conclusions, solutions, or solve disputes.
- 4. Communicating Talking with and/or listening and/or signaling people to convey or exchange information; includes giving/receiving assignments and/or directions.
- 5. Instructing Teaching subject matter to others, or training others through explanation, demonstration, and supervised practice; or making recommendations on the basis of technical disciplines.
- 6. Interpersonal Skills/Behaviors Dealing with individuals with a range of moods and behaviors in a tactful, congenial, personal manner so as not to alienate or antagonize them.

C) Strength

- 1. Sedentary Exerts up to 10lbs. of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull, or otherwise move objects, including the human body. Involves sitting most of the time, but may involve walking or standing for brief periods of time.
- 2. Light Exert up to 20lbs. of force occasionally and/or up to 10lbs. of force frequently, and/or a negligible amount of force constantly to move objects. Physical demands are in excess of those of Sedentary work. Light work usually require walking or standing to a significant degree.

D) Movement

1. Climbing- Ascending or descending using feet and legs and/or hands and arms. Body agility is emphasized.

Exhibit A

c. 21-50 lbs: Occasionally d. 51-80 lbs: Occasionally e. 81-100 lbs: Occasionally

Job requires the physical ability to use the following repetitive movements:

f. Fingers: Frequently
g. Wrist: Frequently
h. Arm/Shoulder: Frequently
i. Leg: Frequently
j. Foot: Frequently

Job requires the physical ability to function in activities involving:

Occasionally a. Bending: Occasionally b. Stooping: Occasionally c. Twisting: Occasionally d. Reaching: Occasionally e. Crouching: Occasionally Crawling: f. Occasionally g. Kneeling: Occasionally h. Climbing: Occasionally Handling: Occasionally Pinching:

Job requires the ability to function in the following undesirable working conditions such as exposure to weather or hazardous materials:

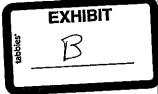
Exposure to all types of weather: Occasionally

Evaluation of the district superintendent is a critical responsibility of the board of school directors. Effective evaluations begin during the selection process. PSBA suggests that the board work to develop strong selection criteria that represent the current and anticipated needs of the district at the time of hire. However, finding the right candidate for your district is only the first step in moving the district in a direction consistent with the vision of the Board. Boards should continuously monitor the superintendent in a number of key areas, including her/his ability to achieve annually determined desired outcomes for the district. According to researchers Orlikoff and Totten, the purposes and benefits of an effective evaluation process include:

- Linking compensation to CEO (Chief Educational Officer) performance and providing an objective basis for recognizing and rewarding excellent performance
- Focusing the CEO's activities on the organization's (district's) mission and strategic plan
- Providing a mechanism to assess how effectively the CEO has implemented board policies and decisions
- Providing a basis for future CEO performance expectations
- Facilitating coordination and teamwork among the organization's leadership
- Creating a formal system for CEO professional and personal development
- Communicating board expectations of the CEO
- Establishing parameters for CEO performance that enable the board to retain, provide constructive feedback regarding CEO professional and personal performance, and if necessary, quickly and appropriately terminate the CEO

This evaluation tool allows boards to evaluate CEO performance by considering professional competency in the areas of Student Growth and Achievement, Organizational Leadership, District Operations and Financial Management, Communication and Community Relations, Human Resource Management, and Professionalism. The evaluation tool also encourages school boards to work collaboratively with the superintendent to develop annual goals that may be associated with immediate and longer-term strategic planning and district improvement initiatives.

Proactively implementing and utilizing a structured evaluation tool such as this promotes a clear line of communication between the CEO and the school board that clarifies expectations while providing for a defensible and clear assessment of overall performance.



Using the ratings described above, place an "X" in the appropriate box indicating the superintendent's performance in each area.

Objective Performance Standard				
Student Growth and Achievement				
Superintendent shall use multiple data sources to assess student success and growth as appropriate, specific to needs within the School District and as determined annually in collaboration with the Board. Annual or other School District performance objectives are articulated and clearly achieved under the direction of the Superintendent relative to achievement and growth on PDE-required assessments including, but not limited to, PSSA, Keystone Exams, PVAAS, attrition rates or graduation rates, and other locally-determined measures.	Distinguíshed	Proficient	Needs Improvement	Failing
Effectively works with the Board to develop and monitor district policy and				
administrative regulations related to Student Growth and Achievement				
Demonstrates understanding and appropriate use of performance measures				
established within the district in support of specific goals and initiatives Appropriately monitors student achievement on identified standardized				
assessments and has actively developed successful strategies for			ļ	
improvement.				
Monitors, oversees, and encourages use of PVAAS data among professional staff with regard to making curricular, staffing, and strategic planning decisions within the district				
Has ensured all performance targets for staff and students have been met for the most current evaluation period				

How would you classify the superintendent's overall performance in the area of Student Growth and Achievement?

	Distinguished	Proncient	Improvement	ranng
Comments:				

Objective Performance Standard				
District Operations and Financial Management				
Superintendent shall manage effectively, ensuring completion of activities associated with the annual budget, oversee distribution of resources in support of School District priorities, and direct overall operational activities within the School District. Key Performance Indicators	Distinguished	Proficient	Needs Improvement	Failing
Effectively works with the board to develop and monitor district policy and				
administrative regulations related to District Operations and Financial				
Management				
Regularly assesses state of district facilities and equipment and develops replacement and updating schedules as appropriate				
Demonstrates knowledge appropriate to the role of the superintendent				
regarding all financial and budgeting issues				
Works with the board and district business official to successfully				
accomplish financial and budgetary priorities including meeting all timelines				
associated with the annual budget				
Develops contingency plans designed to address anticipated and				
unanticipated budgetary necessities				
Provides regular as requested financial and budgetary reports to the board				
Ensures end-of-year results are consistent with budgetary planning				
expectations		<u> </u>		<u> </u>

How would you classify the superintendent's overall performance in the area of District Operations and Financial Management?

Needs

Failing

	1 I	
Comments:		

Proficient

Distinguished

Objective Performance Standard				
Human Resource Management				
Superintendent shall incorporate best practices for human resource management and oversight and coordinate staffing, recruitment, and other human resource functions.	Distinguished	Proficient	Needs Improvement	Failing
Key Performance Indicators		<u> </u>		<u> </u>
Effectively works with the board to develop and monitor district policy and				
administrative regulations related to Human Resource Management				
Appropriately manages district staff, assigning functions, delegating effectively, and determining accountability as necessary				
Ensures timely completion of all district wide staff evaluations				
Ensures alignment of superintendent evaluation goals with that of key personnel				
Has ensured training and professional development opportunities for all professional staff related to new requirements for teacher and administrator evaluation				-
Institutes sound employee relations programs to improve relationships between and among all staff members				
Effectively monitors all aspects of the collective bargaining agreement(s) in the district				

How would you classify the superintendent's overall performance in the area of Human Resource Management?

Needs

Failing

		Improvement	
Comments:			
			

Proficient

Distinguished

COATESVILLE AREA SCHOOL DISTRICT

ADMINISTRATIVE

COMPENSATION AND RELATED BENEFITS PLAN

FOR

CERTIFIED ADMINISTRATORS

JULY 1, 2008 - JUNE 30, 2011





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B. WORK DAYS

Administrators are employed for two hundred sixty (260) days per annum. During the academic year, administrators will follow the teacher work schedule as determined by the approved school calendar.

C. PROFESSIONAL DUES

The District encourages its administrators to take an active role in organizations related to their professional responsibilities. To this end, the District will pay the yearly membership fee to the one professional organization of the administrator's choice subject to approval of the administrator's supervisor. The District will only reimburse memberships to a maximum of six hundred dollars (\$600) for each administrator.

D. MANAGEMENT FUNCTION

The School District shall make no agreement with any employee group represented by a recognized bargaining unit that would interfere with Administrative or Supervisory performance responsibilities delegated to Administrators by the Superintendent.

II. INSURANCES

All coverages are subject to the provisions of the applicable plan document.

A. <u>HOSPITALIZATION</u>, <u>MEDICAL-SURGICAL BENEFITS</u>, <u>AND MAJOR MEDICAL INSURANCE</u>.

The preferred comprehensive medical/surgical plan which the District provides will continue under this Plan, or an equivalent plan of medical/surgical insurance shall be provided during the term of this Plan.

Effective on July 1, 2008 and continuing every fiscal year thereafter, a member who elects Health Benefits (Medical, Prescription, Dental and Vision) coverage shall be responsible for contributing the monthly amount toward the cost of these Health benefits as identified in the box below and shall elect to participate in one of the two following options. These contributions may be made in pre-tax dollars through the District's Section 125 plan.

Option A

Monthly benefit contribution rates shall <u>not</u> include dependant prescription coverage and shall be based upon the following flat-rate contribution rates:

Year of Contract	Contribution For:	Contribution For:	Contribution For:
	Individual Coverage	Two-Party Coverage	Family Coverage
7/1/08 6/30/11	\$40	\$50	\$60

(4) In addition to the above co-pays, if a brand name drug is purchased when a generic drug is available, the employee will pay the difference between the cost of the generic drug and the cost of the brand name drug, unless the physician writes on the prescription that the brand name is "medically necessary" or "no generic substitute."

DENTAL BENEFITS

Dental care program as determined by the Plan.

Benefits provided:

Class I (Preventative and Diagnostic)......100% of reasonable and customary

Class II (Basic Restorative Treatment)..... 100% of reasonable and customary

Class III (Major Restorative Treatment).... 100% of reasonable and customary

Class IV (Orthodontic Treatment)...Benefits are provided for only covered persons under age 19......50% of reasonable and customary

Deductible Amounts (per person): Class I, and IV......None Class II and III.....None

Maximum Benefits:

Class I, II and III.....\$2,000 per person per calendar year

Class IV.....\$1,000 per lifetime

VISION BENEFITS

Vision care program as determined by the Plan. Each person or family member covered under the Plan receives a calendar year maximum benefit of \$200.00.

B. OPTING OUT OF HEALTH BENEFITS

Effective July 1, 2005 the member either participates in the Plan as a whole, with the above contributions for Medical, Prescription, Dental and Vision, or does not participate in the Plan at all.

C. ADDITIONAL CONDITIONS REGARDING OPTING OUT OF THE HEALTH BENEFITS

The District may put reasonable conditions on the opting out of the health benefits described above. The Administrator must sign a wavier of the (benefits) and a release of claims against the District. The decision to opt out is binding until the next enrollment period unless the Administrator has been receiving coverage under a another person's benefits and loses that coverage as a consequence of a life changing event (as defined by COBRA law) to the person under whom the Administrator was receiving coverage, such as the death of an employed spouse, a divorce, or the spouse's loss of benefits. The Administrator will indicate his or her intent to opt out between June 1 and June 15th of each school year on forms provided by the District. Employees hired after the start of the fiscal year will have the option of opting out upon initial employment in the District.

- 11. Second Opinion Consultation for Surgery Benefits are provided through HRS Managed Care Program whereby second surgical opinions of designated procedures may be required when the administrator (principal, assistant principal, certified supervisor) may benefit from treatment other than surgery.
- 12. Patient Consultation Services are provided through HRS Managed Care Program which is designed to encourage high-quality cost effective use of health care system by providing health service information directly to the School District before they utilize said health services.

E. TERM LIFE INSURANCE

The School District shall pay one hundred percent (100%) of the premium of term life insurance, including Accidental Death and Dismemberment, equal to two times the base salary rounded, up or down, to the nearest One Thousand Dollars (\$1,000) to a maximum One Hundred Thousand Dollars (\$100,000).

F. INCOME PROTECTION

Underwritten by AMEX, or its equivalent, 65/65 Plan.

- 1. Sickness Benefits to age Sixty-five (65)
- 2. Accident Benefits to age Sixty-five (65)
- 3. Sixty-six and two/thirds (66 2/3) of the employee's gross salary to maximum Four Thousand, Five Hundred Dollars (\$4,500.00) per month.
 - Benefits begin on the sixty-first (61) calendar day following disability.
 - (1) Accumulated sick leave must be used to reduce or eliminate this sixty (60) day period.
 - (2) District will pay the current per diem rate per day for the remainder (if any) of the sixty (60) day period.
 - b. The Insured Administrator may elect to receive either:
 - (1) Full total disability benefits under the Policy OR
 - (2) Sick leave from the participating employer. If (b) is elected, then each full day of remaining sick leave must be taken for each working day of total disability. Payment at the rate of the minimum benefit for total disability shall also be made while sick leave is payable and the minimum benefit shall not be more than the maximum monthly benefit for total disability.

G. TAX SHELTERED ANNUITY PLAN

An opportunity to save income tax and add to future financial security is made possible by a tax shelter annuity plan. A provision in the Internal Revenue Code enables the administrator to have the Coatesville Area School District set aside a part of his/her salary, before taxes, to buy this annuity.

- (a) Ten (10) years of service and less than fifteen (15) years. Three percent (3 %) of his/her average annual salary for the highest three (3) years of service.
- (b) Fifteen (15) years of service and less than twenty (20) years. Four percent (4%) of his/her average annual salary for the highest three (3) years of service.
- (c) Twenty (20) years of service and less than twenty-five (25) years. Five percent (5%) his/her average annual salary for the highest three (3) years of service.
- (d) Twenty-five (25) years of service. Six percent (6%) of his/her average annual salary for the highest three (3) years of service.
- 3. In addition to the above schedule, each administrator shall receive an incentive of One Hundred Fifty Dollars (\$150.00) per year of service in the CASD. (Provided the administrator has worked for a minimum of ten consecutive years in the CASD at the year of retirement.)
- 4. In addition to the above schedule, retiring administrators with ten (10) or more years of service within the Coatesville Area School District will receive forty dollars (\$40.00) per day for unused sick days.
- 5. Severance consideration shall also include accumulated personal and vacation days at the administrator's daily rate when accrued.
- 6. If an administrator dies while employed (before retirement), the applicable severance will be paid to the beneficiary of record per retirement declaration.

III. LEAVE OF ABSENCE

A. CRITICAL ILLNESS OR DEATH IN IMMEDIATE FAMILY

Five (5) days of absence will be allowed for critical illness or death of each member of the immediate family. This allowance cannot be accumulated from year to year. Critical illness means illness, which the attending physician considers sufficiently serious to require the administrator's presence at the bedside. (The Human Resources Office reserves the right to require a statement from the attending physician to substantiate critical illness). Immediate family means husband, wife, children, father and mother, brothers and sisters, grandfather and grandmother, father-in-law and mother-in-law, wherever they may reside. It also includes other members of the family living in the administrator's household, or any person with whom the administrator has made his/her home.

If the leave taken by the administrator extends beyond the next semester, the resumption of duties will be permitted only at the beginning of the subsequent semester.

An administrator is entitled to use accumulated sick leave when the administrator's illness is due to pregnancy or childbirth in the same fashion as the administrator would be entitled to use that sick leave as a result of any other illness. However, in order to avoid the abuse of such sick leave, the School District may require that all administrators who are out of work because of illness for a period in excess of five (5) work days, provide the School District's Human Resource Office with a written certification from the physician attesting to the fact that the administrator was unable to perform his or her job responsibilities during the period of absence. This certification must be provided by the administrator upon his or her return to duty. Administrators who are receiving full sick pay shall be entitled to the continuance of their benefits. Administrators on Unpaid Leave of Absence shall be entitled, where permitted by the insurance carrier, to continue insurance coverage by payment of the necessary premiums at the administrator's expense.

Requests for maternity leave, whether paid or unpaid, shall be accompanied by a doctor's certificate setting for the anticipated dates of the disability. Every effort will be made to present the doctor's certificate to the School District at least sixty (60) days before the anticipated date of the of the maternity leave. A request for a leave of absence based upon anything other than disability shall be made in accordance with School Board Policy.

Applications for benefits under the School District's Income Protection Plan as a result of pregnancy or childbirth shall be made in the same manner, and under the same conditions, as any other disability.

D. PERSONAL ABSENCES

Effective with this agreement, an administrator shall be granted two (2) days of personal leave each year. If these are not used in any year, they may accumulate. Administrators must notify their immediate supervisor a week in advance of their intention to take personal leave. No administrator may take vacation or personal leave two weeks prior to the opening of the school year, except for in the case of an emergency, as determined by the immediate supervisor, the week's notification will be waived.

In the event, an administrator resigns during the year, he/she is liable to the School District for personal leave used during that year in excess of one personal day per six months. This does not affect previously accumulated personal leave.

E. LEAVE OF ABSENCE WITH PAY: ILLNESS

For personal illness or illness in the immediate family, each Administrator shall be granted twelve (12) days per year. Any unused portion of the annual sick leave shall accumulate to the credit of the administrator.

L. MILITARY LEAVE

Military leave will be consistent with P.L. 1063-1309. While on leave the administrator shall be considered to be in regular fulltime daily attendance in the position from which leave was granted.

M. EXCHANGE ADMINISTRATOR (SECTION 522)

Any administrator after at least five (5) years of satisfactory service in the Coatesville Area School District, may be released for an Exchange Administrator if approved by the superintendent and authorized by the Board of School Directors. He/she shall return to the area at the beginning of the school year following his/her completion of study or service.

Individual salary will not be assumed by the School District while he/she is on leave of absence. While on leave, the administrator shall be considered to be in regular full-time daily attendance in the position from which the leave was granted for the purpose of determining the administrator's length of service, credit toward the time necessary for sabbatical leave, rights to receive increments on the salary schedule, and the right to make contributions as a member of the school administrator's retirement fund.

N. ADVANCED PROFESSIONAL STUDY (SECTION 522.1)

Any administrator, with satisfactory service in the Coatesville Area School District, may be released for advanced professional study if approved by the superintendent and authorized by the Board of School Directors. He/she shall return to the Coatesville Area School District at the beginning of the school year following his/her completion of study. Individual salary will not be assumed by the School District while he/she is on Leave of Absence. The administrator shall have the right to make contributions as a member of the School Employee's Retirement Fund and if the administrator does not return for a period of at least one (1) year, the contributions made on behalf of the administrator during the period of leave shall be refunded to the District.

O. RETURN FROM LEAVE OF ABSENCE

An administrator returning from any one (1) year Leave of Absence shall be given his/her same position in the same school when he/she returns. If this leave extends beyond one (1) year, or if unusual circumstances prevail, as determined by the School Board upon recommendation of the Superintendent, he/she shall be given a comparable position.

P. VACATION

Vacation time is earned on the first day of the fiscal year or the first day of employment, which ever is later. Vacation time is earned at the rate of one and two-thirds (1-2/3) days per month. Vacation time earned may not be taken during the first six months of the accrual. After the expiration of six months, vacation days earned during that six month period may be used with prior approval of the administrator's immediate supervisor.

7. Records regarding the employment history of the individual (including salary information; job title, dates of changes, retirement records, attendance records and employment evaluations).

The above documents will be maintained in a location where they are available for inspection by the administrator.

C. MILEAGE

In any instance where mileage is paid for use of one's personal car for authorized school business, it will be paid at the rate of the current Internal Revenue Business Mileage Reimbursement Allowance.

D. EMPLOYEE PROTECTION

Time lost by an administrator as a result of physical injuries sustained from attack by any student or outsider while performing duties within the scope of his/her employment shall be subject to the School District Workmen's Compensation Insurance. It is the intention of the School District that administrators suffer no loss of pay or fringe benefits during such lost time. The School District shall pay the difference between the Workmen's Compensation and the administrator's take-home income. The additional payment provided by the School District shall be limited to one (1) year.

E. ETHICS

- 1. A complaint of a serious nature regarding an administrator made or transmitted to his/her immediate supervisor shall be brought to the attention of the administrator as soon as possible.
- 2. Any criticism of an administrator initiated by a Board Member or Central Administrator shall be made known in confidence and not in presence of students, parents, other employees or public.

F. PRIVACY

- 1. Personnel File:
 - No anonymous item or material shall be placed in an administrator's file.
- 2. No substantiated derogatory disciplinary information shall be placed in an administrator's file without the administrator's right to read and file a letter of rebuttal along with the information.

G. LEGAL AID REIMBURSEMENT

1. In the event the administrator is assaulted in the course of his/her duties, the School District will provide legal counsel to the employee in conjunction with criminal or juvenile charge brought against the assailant.

K. RESPONSIBILITY FOR REPORTING UNSAFE WORKIN CONDITIONS

The administrator shall promptly report to the appropriate individual in the School District administration any condition affecting his/her work, the work of other employees, pupils, or the public using School District facilities, which he/she believes to be unsafe or hazardous. If such condition is not corrected by the School District administration within a reasonable time, the administrator will notify the District Superintendent of such unsafe or hazardous situation.

Thereafter, the administrator shall not be adversely affected by reason of his/her failure to report such unsafe or hazardous situation if the School District fails to correct such unsafe or hazardous situation.

L. CHANGE IN PERSONAL INFORMATION

It is important that an administrator report to the Human Resources Office any change in the information that was originally given on the employment application, such as a change of address, telephone number, marital status, number of dependents, etc. The School District will not be liable for any loss of benefits due to incomplete or erroneous information.

M. PAST PRACTICE

- 1. The provisions of this "Plan" prevail over unwritten past practice.
- 2. The terms of this "Plan" shall prevail over inconsistent School District Policy Manuals and School District Regulations; whether adopted prior to, or subsequent to this "Plan", unless the provisions of this "Plan" provide otherwise or unless the School District has reserved the right in this "Plan," or has such right by legislation; to modify this "Plan" by unilateral School District Policy Manuals and School District Regulations.

N. PRINTING AND DISTRIBUTION

Each administrator shall receive a copy of this "Plan" to be distributed by its Meet and discuss group. The School District will reproduce, within a reasonable period of time after Public Board Meeting approval, copies of this "Plan" for use by the administrator, at no expense to the administrator. An electronic copy of the agreement will be provided to the President of the Act 93 certified group.

O. SEVERABILITY

Any provision of this "Plan" which may be determined to be in direct conflict with State Statute is hereby amended to conform to the requirements of such statute.

If any part of this "Plan" is found unacceptable in regard to state regulations or judicial action, other aspects will continue to be in full force and effect. Such provisions contrary to law shall be deemed invalid.

EXHIBIT 1 to Coatesville Area School District (CASD) Compensation and Related Benefits Plan for ADMINISTRATORS/SUPERVISORS AGREEMENT/CASD

Summary of CASD Medical Benefits Under CERTIFIED ADMINISTRATORS/SUPERVISORS AGREEMENT/CASD

(Effective 7/1/2008)

The following grid of Network vs Non-Network coverages is applicable for the term of this Agreement as long as there is no change in the CASD Plan. Subsequent changes in the CASD Plan may also change the grid coverages. Any and all changes in the CASD Plan will be provided to the members of this Agreement by the CASD Human Resources Department.

The following benefits are per Participant per calendar year.

CASD Plan	Network	Non-Network
Lifetime Maximum Benefits (All Benefits)	\$2,000,000	\$1,000,000
Deductible:		
 Individual 	\$0.00	\$250
Family Unit	\$0.00	\$750
Payment Level (unless otherwise stated)	100%	80%
Maximum Out-of-Pocket (Excludes deductibles, co-payments,		
substance abuse expenses, and amounts over usual, customary		
& reasonable fees)	None	\$2,000
•Individual		
•Family Unit	None	\$6,000

Covered Medical Expenses:	Network	Non-Network
1. Allergy Services:		
• Injections	100% after \$20.00 co-	80%
	payment	
Serum	100% after \$20.00 co-	80%
	payment	
2. Ambulance	80%	80%
3. Ambulatory Surgical Center	100%	80%
4. Anesthesia	100%	80%
5. Birthing Center	100%	80%
6. Blood & Plasma	100%	80%
7. Chiropractic Care	100%	80%
1	Limited to \$750 per calendar	Limited to \$750 per
	year Maximum ¹	calendar year maximum¹
8. Durable Medical Equipment	100%	80%
9. Glaucoma, Cataract Surgery		,
and	100%	80%
Lenses (one set)		
10. Home Health Care	100%	80%
11. Hospice Care		
 Inpatient 	100%	80%
Outpatient	100%	80%
Family Bereavement	100%	80%
Counseling		

Summary of Psychiatric Benefits
The following benefits are per Participant, per calendar year:

Covered Psychiatric Expenses:	Network	Non-Network
1. Inpatient Physician	100% up to 30-days per calendar year maximum for covered psychiatric expenses.	80% up to 30-days per calendar year maximum for covered psychiatric expenses.
2. Residential Treatment	100% up to \$5,000 per calendar year for expenses 2, 3 and 4 for covered psychiatric expenses.	80% up to \$5,000 per calendar year for expenses 2, 3 and 4 for covered psychiatric expenses.
3. Partial Day Program		
4. Outpatient Physician		
Covered Substance Abuse Expenses:		
1. Inpatient Physician	100% up to 30-days per calendar year maximum for covered substance abuse expenses.	80% up to 30-days per calendar year maxium for covered substance abuse expenses.
2. Residential Treatment	50% up to \$5,000 per calendar year maximum for expenses 2, 3 and 4 for covered substance abuse expenses.	40% up to \$5,000 per calendar year maximum for expenses 2, 3 and 4 for covered substance abuse expenses.
3. Partial Day Program		
4. Outpatient Pysician		

MEMORANDUM OF AGREEMENT EXTENDING ACT 93 CERTIFIED ADMINISTRATORS COMPENSATION AND RELATED BENEFITS PLAN

This Memorandum of Agreement is entered into by and between the Coatesville Area School District Board of Directors (hereinafter referred to as the "Board") and the Coatesville Area Administrators Act 93 Certified Administrators (hereinafter referred to as the "Act 93 Certified Administrators") as of this 26th day of April, 2012.

WHEREAS, the Board and the Act 93 Certified Administrators are party to a Compensation And Related Benefits Plan which covered the period of July 1, 2008 until June 30, 2011; and

WHEREAS, on the 28th day of June, 2011, the Board and the Act 93 Certified Administrators agreed to a one-year extension of the current Compensation And Related Benefits Plan, with no increases in salaries, which covered the period of July 1, 2011 until June 30, 2012; and

WHEREAS, the Act 93 Certified Administrators and the Board wish to provide a stable relationship for the next three (3) years,

NOW THEREFORE, the parties, intending to be legally bound, agree to the following:

- 1. The Board and the Act 93 Certified Administrators agree to a four-year extension of the current Compensation And Related Benefits Plan which covers the period of July 1, 2011 until June 30, 2015.
- 2. The Board and the Act 93 Certified Administrators agree to across the board salary increases of four (4%) percent for 2012-13, 2013-14, and 2014-15.

The Board and the Act 93 Certified Administrators agree that the terms and conditions of this Memorandum of Agreement are fully incorporated into the parties' Compensation And Related Benefits Plan and are fully enforceable there under.

- 1. The parties agree that this Memorandum of Agreement constitutes the whole and complete agreement between the Board and the Act 93 Certified Administrators.
- 2. The parties further agree that this is a onetime agreement and shall be without prejudice or precedent.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Memorandum of Agreement as of the date previously indicated.

your Copy