

**LINE MOUNTAIN SCHOOL DISTRICT
CONTRACT FOR EMPLOYMENT OF DISTRICT SUPERINTENDENT**

THIS AGREEMENT is made and entered this ___ day of June, 2022, by and between the Board of School Directors of the Line Mountain School District, with offices located in Pennsylvania (hereinafter referred to as "District" or "Board" or "Board of School Directors") and David M. Campbell (hereinafter referred to as "District Superintendent" or "Superintendent" or "Campbell").

WHEREAS, the Board of School Directors of the District, at a regular board meeting, of which due public notice was given, duly and properly called on the ___ day of June, 2022, did appoint Campbell to the office of District Superintendent in accordance with the provisions of Sections 508, 1071 and 1073 of the Commonwealth of Pennsylvania's Public School Code of 1949, as amended (hereinafter referred to as "Public School Code"); and

WHEREAS, the parties have agreed upon certain terms and condition of employment and desire to reduce said terms and conditions to writing.

NOW, THEREFORE, the parties intending to be legally bound hereby, and inconsideration of the mutual covenants contained herein, agree as follows:

1. Term.

A. The Board, in consideration of the promises herein contained, has employed Campbell, and Campbell hereby accepts said employment, for a term commencing on July 1, 2022, and ending on June 30, 2025 ("Term").

B. 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 Paragraph 9 of this Agreement.

2. Authority of District and District Superintendent.

The District, on its own behalf and on behalf of the electors of the District, and District Superintendent hereby retain and reserve all power, rights, authority, duties and responsibilities conferred upon and invested in it and in him, respectively, by the laws and the Constitution of the Commonwealth of Pennsylvania save for any power, rights, authority, duties and responsibilities limited by the express terms of this Agreement.

3. Professional Qualifications.

The District Superintendent covenants that he possesses all of the qualifications that are required by law to serve as the District Superintendent in the Commonwealth of Pennsylvania and that he will maintain the same throughout the Term of this Agreement. The District Superintendent further agrees to subscribe to and take the oath of office before entering upon his duties, in accordance with Section 1004 of the Public School Code.

4. Duties and Responsibilities.

A. During the term of this Agreement, the District Superintendent agrees to serve as Chief Administrator of the District and Executive Officer for the Board of School Directors and to perform the duties of the District Superintendent in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the District job description for the position of District Superintendent (attached and incorporated into this Agreement as Appendix A), the policies of the District and the provisions of this Agreement.

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

1. Planning and initiating programs and policies covering the organizational, operational and educational function of the District as directed by the Board of School Directors with ultimate responsibility for the execution of these programs and policies.
2. Assisting the Board of School Directors in developing short-range and long-range goals and methods for the Board to evaluate the operational effectiveness of the District.
3. Keeping the Board of School Directors informed by written and oral reports as to the operation and needs of the District.

4. Taking discretionary action in any matters not covered by Board policy and reporting such actions to the Board of School Directors with recommendations for policy as necessary in order to provide guidance in the future.
5. Directing the daily operations of the District schools by organizing, supervising and coordinating the District staff.
6. Arranging for the systematic evaluation of District staff by responsible administrators.
7. Recommending the employment of and assigning and supervising the work of all District employees. Recommending promotion, salary changes, demotion, or discharge of any District employee rendering unsatisfactory service.
8. Establishing internal administrative operational procedures rules and regulations relating to personnel collective bargaining, financial disbursements and accounting requirements, equipment/facilities operation and use and food service and staffing requirements.
9. Developing effective staff development programs that are linked to the District's comprehensive plan and the Board of School Directors' goals for the District.
10. Communicating, directly or through delegation, all personnel actions by the Board of School Directors to all employees as appropriate and receiving from employees communication to be made to the Board of School Directors.
11. Ensuring that District students have quality access to appropriate educational programs, including pupil personnel, extracurricular activities and other supplemental programs deemed necessary.
12. Overseeing the timely review of all curricular areas required by law as well as other subjects the Board may require and making recommendations to the Board for the improvement of curriculum.
13. Recommending to the Board of School Directors any major changes in texts and time schedules to be used in District schools.
14. Providing for appropriate methods of teaching, supervision and administration in the schools as he deems necessary and reporting to the Board any insufficiencies that are found.

15. Directing the development of and making recommendations for the yearly operating budget on a timely basis that reflects the needs of the District and the use of District assets and resources.
16. Establishing and maintaining efficient procedures and effective controls for all expenditures of District funds in accordance with the adopted budget.
17. Making recommendations regarding the needs for instructional and non-instructional materials and equipment and recommending plans for improvements, alterations or other changes in the buildings or surrounding grounds.
18. Serving as the official spokesperson for the District in providing information to the Board, District employees, the community and other outside groups/agencies on matters affecting the operation of the District.
19. Maintaining directly, or through delegation, adequate records for the District, including a system of financial accounts, business and property records, personnel, school population and scholastic records which are required by law and Board policy.
20. Interpreting and/or supervising the implementation of all federal and state laws relevant to education.
21. Serving as the official spokesperson for the District in providing information to the Board, District employees, the community and other outside groups/agencies on matters affecting the operations of the District.

C. The District Superintendent shall have a seat on the Board of School Directors and the right to speak on all issues before the Board but shall not have the right to vote. The District Superintendent and/or his designee shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof excepting those relating to the District Superintendent's own employment and shall serve as advisor to the Board and its committees in all matters affecting the District. The Board and its members individually shall promptly refer all criticisms, complaints and suggestions called to its attention to the District Superintendent for study, disposition, or recommendations as appropriate.

D. The District Superintendent shall be responsible for the total day-to-day administration of the District subject to officially adopted policies of the Board. All official contacts between Board Members and the staff of the District shall be through the District Superintendent exclusively. Nothing in this section shall preclude the right of Board Members to

exercise their responsibilities as individual Board members in the areas of monitoring District operations, conducting oversight activities, or visiting schools, as set forth in Board policy or directed by the Board.

E. The District Superintendent agrees to devote his full time, attention, energies, skills and labor to his employment as District Superintendent during the term of this Agreement; provided, however, that he may undertake, and be compensated for outside work, including consultative work, speaking engagements, writing, lecturing, adjunct teaching, or other professional services which do not interfere with the District Superintendent's obligations pursuant to this Agreement, provided the Board gives prior approval of such outside activities.

F. The duties of the District Superintendent require his participation in professional associations and presence at numerous meetings, conventions, and conferences in order to maintain awareness of current issues, programs and information. The District Superintendent's attendance at seminars, workshops, in-service programs, school activities, and graduation education programs is necessary to maintain the knowledge and skills required of his/her position

5. Compensation and Benefits

A. The District agrees to pay Superintendent an annual salary every school year the Superintendent is an employee of the District for the term of this Agreement, heretofore described in Section 1. For purpose of this Agreement, a "school year" shall be defined as a fiscal year commencing July 1 and ending on June 30 of the following calendar year. Salary paid to the Superintendent shall be in accordance with the following schedule:

- Effective July 1, 2022, an annual salary of One Hundred Fifty Thousand (\$150,000.00) Dollars for fiscal year 2022-2023;
- Effective July 1, 2023, an annual salary of One Hundred Sixty Thousand (\$160,000.00) Dollars for fiscal year 2023-2024;
- Effective July 1, 2024, an annual salary of One Hundred Seventy Thousand (\$170,000.00) Dollars for fiscal year 2024-2025;

B. The Superintendent shall also be entitled to all fringe benefits detailed on Appendix B attached hereto and incorporated herein by reference.

6. Assessment of Performance.

A. The Board shall evaluate, in writing, the performance of District Superintendent at least once a year during the term of this contract, no later than June 30th of each year, unless the parties mutually agree in writing on another date for the

annual evaluation. An evaluation instrument and method mutually agreed upon in writing by the Board and the District Superintendent shall be utilized for the annual performance assessment. In the absence of such agreed upon evaluation instrument and method, the evaluation instrument and method attached as Appendix C to this Agreement shall be used for the annual performance assessment; provided, however, that any assessment system selected shall require the Board of School Directors to speak in one voice by voting as an entire Board rather than "averaging" the feedback of each member regarding each aspect of the evaluation. In the event the Board consensus determines that the performance of the District Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to the District Superintendent. The District Superintendent shall have the right to make a written response to the evaluation. The Board's evaluations and the District Superintendent's response(s) shall be totally private and in no manner become knowledge or conversation, except as otherwise expressly required by state and federal law. The District Superintendent's performance shall be deemed satisfactory, and the District Superintendent shall not be subject to discipline, discharge or termination on the basis of neglect of duty or incompetency in any year when a formal performance assessment is not completed in accordance with this Agreement.

B. The performance assessment shall be used for the following purposes:

1. To strengthen the working relationship between the Board and the District Superintendent and to clarify for the District Superintendent and individual members of the Board of School Directors the responsibilities the Board relies on the District Superintendent to fulfill;
2. To discuss and establish goals for the ensuing year; and
3. To establish the basis for possible incremental adjustments in the annual salary rate for the District Superintendent.

C. Performance Expectations, including Objective Performance Standards.

The performance of the District Superintendent shall be assessed in part against mutually agreed upon objective performance standards. The District shall post the mutually agreed upon objective performance standards on the District website and shall also annually post whether or not the District Superintendent met the agreed upon objective performance standards. The Board and District Superintendent hereby mutually agree to the objective performance standards which are attached hereto as Appendix C, and which shall be reviewed and updated as necessary on or before July 1st of each year of this Agreement unless another date is mutually agreed upon by the Board and District Superintendent.

7. Investigations by the Board.

In the event that the Board of School Directors directs that any investigation of the District's Superintendent's conduct or performance be undertaken, the District Superintendent shall be: (i) notified of the occurrence and purpose of such investigation prior to the commencement of the same; (ii) granted access to all documents or reports generated by such an investigation; and (iii) 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. Any investigation undertaken by the Board shall be completed in private without any public disclosure by the Board or the District Superintendent of the commencement or progress of the same. Nothing herein shall obligate the Board to share attorney-client privileged or work-product information with the District Superintendent following the completion of any investigation of his conduct or performance.

8. Professional Liability.

The Board agrees that it will defend, hold harmless and indemnify the District Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the District Superintendent in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident arose while District Superintendent was acting, or reasonably believed he was acting, within the scope of his employment. If, in the good faith opinion of the District Superintendent, a conflict exists as regards the defense to such claims between the legal position of the Board and the legal position of the District Superintendent, the District Superintendent may engage separate counsel, and the Board shall continue to indemnify the District Superintendent and pay the full costs of the District Superintendent's legal defense. This obligation shall survive the termination of this Agreement.

9. Reappointment.

The Board shall provide the District Superintendent with periodic opportunities to discuss the District Superintendent-Board relationship and shall inform him in writing at least annually of any inadequacies perceived by the Board. If at any time, the Board decides that it does not desire to reappoint the Superintendent for another term, the District shall comply with the provisions of Section 1073 of the Public School Code and shall so notify the Superintendent at least one hundred and fifty (150) days prior to the expiration of this Agreement. Should the Board fail to do so, the Superintendent shall be reappointed for a term of years not less than the expiring term, and the terms and conditions of this Agreement shall be incorporated in a successor agreement unless mutually agreed otherwise by the District and the Superintendent.

10. Termination.

This Agreement may be terminated prior to the end of the Term of this Agreement as follows:

A. The District Superintendent shall be subject to discharge and termination of this Agreement for valid and just cause for the reasons specified in Section 1080 of the Public School Code. However, the Board shall not arbitrarily or capriciously call for the District Superintendent's dismissal, and the District Superintendent shall in any event have the right to written charges, notice of hearing, fair and impartial hearing, all elements of due process, and the right to appeal to a court of competent jurisdiction. At any such hearing before the Board, the District Superintendent shall have the right to be present and be heard, to be represented by counsel, and to present evidence, through witnesses, testimony, and documentation relevant to the issue. A transcript of the record of proceedings before the Board shall be made available without charge to the District Superintendent. The District Superintendent shall have the right to be represented by counsel at his sole cost and expense; provided, however, if the charges against the District Superintendent are not sustained and/or should the District Superintendent prevail in any hearing or appeal, the Board shall reimburse the District Superintendent for all legal fees and expenses incurred by the District Superintendent in the proceedings.

B. This Agreement may be unilaterally terminated without penalty by the resignation of the District Superintendent at any time provided the District Superintendent gives the Board at least one hundred eighty (180) days' notice prior to the effective date of the resignation. If this Agreement is terminated in this manner, the District shall immediately pay and provide the District Superintendent all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverages and payment for unused leave, the District Superintendent earned, accrued and/or is entitled to in accordance with this Agreement through the effective date of his resignation and termination of this Agreement, plus any applicable post-employment and retirement benefits provided for in this Agreement.

C. This Agreement may be terminated by the mutual consent, in writing, of the District Superintendent and the Board. If this Agreement is terminated in this manner, the District shall immediately pay and provide to the District Superintendent all of the aggregate compensation, salary and benefits, including but not limited to insurance premiums and coverages and payment for unused leave, the District Superintendent earned, accrued and/or is entitled to in accordance with this Agreement through the mutually agreed upon effective date of the termination of this Agreement, plus any applicable post-employment and retirement benefits provided for in this Agreement.

D. Notwithstanding any other provision of this Agreement, the Board may, without cause and for any non-discriminatory reason consistent with the law, terminate this Agreement by giving a minimum of ninety (90) days written notice to the District

Superintendent prior to the effective date of the proposed termination of this Agreement and by obtaining the District Superintendent's written confirmation accepting the early termination of this Agreement. If the Board terminates this Agreement in this manner, the District shall immediately pay and provide to the District Superintendent all of the aggregate compensation, salary and benefits, including insurance premiums and coverages and payment for unused leave, the District Superintendent earned, accrued, and/or entitled to in accordance with this Agreement through the termination date set forth in this Agreement, plus all post-employment and retirement benefits provided for in this Agreement. Such payment shall also include, but not be limited to, annual salary adjustments as provided in Paragraph 5 of this Agreement. Additionally, the Board shall not negatively evaluate or provide any negative job reference or information regarding the District Superintendent's work performance, unless otherwise expressly required by state or federal law.

E. This Agreement shall be terminated upon the death of the District Superintendent, at which time, the District shall pay to the District Superintendent's estate and/or heirs all of the aggregate compensation, salary, and benefits the District Superintendent earned, accrued and/or is entitled to under this Agreement through the date of the District Superintendent's death.

11. Modification

This Agreement shall not be amended, changed or modified, except in writing approved of and signed by the District Superintendent and approved of by the Board and signed by a duly authorized officer(s) of the Board.

12. Savings

Should any provision of this Agreement be declared illegal or unenforceable by a court of competent jurisdiction, said provision shall be deleted from this Agreement to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Agreement if not affected by the deleted provision. If at any time thereafter such provisions shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

13. Obligations

This Agreement shall be binding upon and shall inure to the benefit of District and its duly authorized representatives and successors. This Agreement shall be binding upon and shall inure to the benefit of the District Superintendent and, to the extent applicable, his/her personal representatives and heirs.

14. Statutory Reference

All references to the Public School Code contained herein shall also refer to an incorporate any amendment or recodification of the Public School Code.

15. Applicable Law.

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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 below.

ATTEST:

LINE MOUNTAIN SCHOOL DISTRICT

Patty Troutman, Secretary

By: _____
Troy A. Laudenslager, President

WITNESS:

David M. Campbell, District Superintendent

APPENDIX A

School District Position Description

Position Title: Superintendent of Schools
Department: District
Reports To: Board of School Directors

SUMMARY: The Superintendent of Schools is the chief executive officer of the Board of Education and the educational leader of the Line Mountain School District. He/she is responsible for the overall organization and administration of the schools within the school district.

ESSENTIAL DUTIES AND RESPONSIBILITIES Other duties may be assigned.

- Manages all district staff personnel.
- Completes performance appraisal on staff.
- Resolves staff problems and provides support to teachers and administrators.
- Prepares the school district budget.
- Maintains positive relations with parents, parent groups, school volunteers and outside agencies.
- Implements policy and administrative procedures.

SUPERVISORY RESPONSIBILITIES:

Supervises all school district employees in accordance with the organization chart. Is responsible for the overall direction, coordination and evaluation of the district schools. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, recommending candidates for employment, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

GENERAL RESPONSIBILITIES:

A. People

1. Direct – All Administrative Staff and a secretary.
2. Indirect – All Professional and Classified Personnel.

All students.

B. Functions

1. Board Relations – Prepares reports for the board, presents reports to the board and makes recommendations to the board. Keeps the board informed about operations in the district and implements board actions. Enforces policy as stated by the board. Prepares board meeting agendas in cooperation with the board president.
2. Community-Public Relations – Maintains contracts with media. Interprets district problems and concerns to community. Interprets the educational program to the community and responds to concerns of the community. Maintains periodic communications with community (newsletters, reports, etc).
3. Staff Personnel Management – Recommends personnel for employment. Establishes a program of proper staff utilization. Administers personnel policies and procedures. Provides for the administration of salary and benefit programs. Directs an employee relations program. Directs the administration of a personnel evaluation program.
4. Curriculum and Instructional Management - Keeps current with trends and developments in curriculum and instruction. Initiates new programs, modifies existing ones, and discontinues others. Directs the supervision of instruction, monitors the effectiveness of instructional programs, and plans for in-service and staff development. Keeps abreast of available state and federal programs and regulations, informs appropriate staff of programs; consults with appropriate staff and conducts necessary information gathering activities; prepares and submits applications; assists principals in administering and monitoring approved programs; solicits requisitions for equipment and supplies; monitors programs in terms of federal and state guidelines. Establishes appropriate evaluation procedures, conducts dissemination activities. Receives applications for student work programs, organizes a program of placement and supervision of work programs, collects data and submits required reports as appropriate to

each program, receives parental requests for information and grievances.

5. Management of Student Services – Provides for comprehensive student personnel services. Provides for the management of enrollment and attendance policies and procedures. Coordinates the management of student behavior and discipline. Provides for the health and safety of students, and maintains a liaison with community agencies concerned with student services.
6. Business and Fiscal Management – Determines educational needs of the district. Provides for the forecasting of financial requirements and the coordination of the budget preparation process, as well as the management of budget allocations. Provides for cost accounting and cost effectiveness management. Provides for the procurement of equipment, materials and supplies. Reviews the development of financial reports.
7. Facilities Management – Plans and provides for physical facilities. Provides for a program designed to manage the maintenance of buildings and grounds. Makes provisions for the security and safety of personnel and property. Plans for modifications, renovations, expansions, and discontinuation of facilities. Provides for the direction of a student transportation service and food service programs.
8. Comprehensive Planning - Develops and implements short and long range plans. Develops a management system and provides for the training of administrators in planning. Develops accountability procedures and evaluates planning results. Undertakes such other duties as requested by the Board of School Directors and/or Secretary of Education.
9. Professional and Personal Development - Keeps abreast of current professional practices. Represents the district at local, state, and national meetings of interest to education. Contributes to the profession by writing and speaking. Participates in local, state, and national professional organizations.

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

Must meet state requirements for certification (Superintendent's Letter Of Eligibility) undergraduate and graduate degree needed. Experience as a teacher and principal is desirable. Demonstrable educational leadership.

CERTIFICATES, LICENSES, REGISTRATIONS: The superintendent must hold a valid certificate from the Pennsylvania Department of Education as a Superintendent of Schools (Letter of Eligibility).

PERSONAL QUALIFICATIONS

Possess an awareness of changes occurring in society and their relationship in education.

Possess the ability to generate genuine enthusiasm for change.

Possess an understanding of the management methods and the ability to apply them to the administration of instructional services.

Possess a valid philosophy of education that recognizes the need for appropriate programs to serve a wide range of student abilities, needs, and interests.

Have the ability to deal with personnel considerations in a fair, firm, and equitable manner.

Have the ability to supervise others using acceptable human relations skills.

Have the ability to relate to community and parents.

Have the ability to communicate.

Have the ability to foster and maintain positive relationships with co-workers.

LANGUAGE SKILLS:

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

MATHEMATICAL SKILLS:

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

REASONING ABILITY:

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

OTHER SKILLS and ABILITIES: Ability to apply knowledge of current research and theory in specific field. Ability to establish and maintain effective working relationships with students, staff and the school community. Ability to speak clearly and concisely both in oral and written communication. Ability to perform duties with awareness of all district requirements and Board of Education policies.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit, walk, stand and talk or hear. The employee is occasionally required to reach with hands and arms and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision.

The demands of extended work days (coverage of building activities and extra-curricular activities, etc.) requires a high level of physical endurance. This job requires the ability to handle and balance multiple demands at the same time.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is quiet to loud depending upon the activity in the particular part of the day.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned.

TERMS OF EMPLOYMENT

The Superintendent of Schools shall work a twelve (12) month year under the terms of a contract with the Board of School Directors.

EVALUATION

Performance will be evaluated by the Board of School Directors on the basis of this job description and in accordance with the provision of Policy on Evaluation of Superintendent.

This description has excluded the marginal functions of the position that are incidental to the performance of fundamental job duties. All duties and requirements are essential job functions.

Review date and Signature

APPROVED BY SCHOOL DISTRICT

Signature and Title of Chief
School Administrator

Area Code and Telephone Number
(717) 758-6531

Date

APPENDIX B – FRINGE BENEFITS

- A. Sick Days. The Superintendent shall be entitled to sick leave as provided in District Policy 334 (Sick Leave.) The Superintendent shall also be entitled to credit for one hundred eighty (180) sick leave days (the "Carry-Over Days") accumulated during his previous employment outside of the District, subject to verification acceptable to the District. The Carry-Over Days may be used only after the Superintendent has exhausted the sick leave days, he will accrue under District Policy 334, and the Superintendent shall receive no compensation therefor upon his separation from service with the District.
- B. Personal Leave. The Superintendent shall be provided three (3) personal leave days per year. Personal leave days may accumulate to seven (7) days. Upon the Superintendent's separation from service with the District for any reason prior to taking his earned personal leave days, he shall be compensated in a lump sum for the unused personal leave days he has accumulated up to the time of separation at his per diem salary up to a maximum of seven (7) days.
- C. Term Life Insurance. The District shall provide term life insurance in the amount of five hundred thousand (\$500,000.00) dollars to the Superintendent.
- D. Professional Associations Membership. The District shall pay the membership of the Superintendent in not more than three (3) educational related professional associations of his choice.
- E. Travel Reimbursement. The Superintendent shall be entitled to reimbursement for authorized vehicular mileage incurred on behalf of the District at the approved Internal Revenue Service ("IRS") rate per mile subject to the provisions of District Policy 331 (Job Related Expenses.) The IRS rate in effect at the beginning of each calendar year shall remain the approved rate for the entire calendar year.
- F. Vacation. The Superintendent shall receive vacation in accordance with District Policy 337 (Vacation.) The Superintendent shall notify the Board President at least one (1) week prior to taking any vacation time.
- G. Unused Vacation. On June 30th of each year of this Agreement, excepting however in the initial year of the contract for unused vacation carried forward from the 2021-2022 fiscal year which the parties agree Superintendent is entitled to for purposes of this section shall be paid on or before July 31, 2022, the District Superintendent's unused vacation leave, if any, shall be adjusted as follows:
 - a. The School District shall pay the District Superintendent his then-current per diem rate of pay for each day of unused vacation leave, which shall then be treated as used. ["Per diem rate of pay" as the term is used throughout this Agreement shall equal the

District Superintendent's annual salary divided by two hundred sixty (260)]. Such payment for unused vacation leave shall be made either directly to the United States Internal Revenue Services as an estimated payment toward the Superintendent's Federal income tax liability or in the form of a non-elective employer contribution into a 403(b) account for the District Superintendent provided such contribution would not exceed the contribution limits under section 415(c) of the Internal Revenue Code for the year. If the payment exceeds the applicable contribution limits, the excess shall be contributed into the District Superintendent's 403(b) account in subsequent years until such payment is fully made, subject to the limitations of the Internal Revenue Code. The Superintendent shall have the discretion to elect which payment option they desire, notice of the option selected shall be given on or before June 1st of each contract year, excepting however the payment option for the 2021-2022 vacation carryover shall be elected prior to July 15, 2022.

- H. Holidays. The Superintendent shall be entitled to holidays as set forth in District Policy 343 (Holidays).
- I. Conference Expenses. The District shall reimburse the Superintendent for documented overnight conference expenses at a rate not in excess of one hundred fifty (\$150.00) dollars per day plus mileage and conference fees, up to a maximum of \$750.00 per year.
- J. Health Insurance, Prescription Drug Insurance, Vision Insurance and Dental Insurance. The District shall provide the same health insurance, prescription drug insurance, vision insurance and dental insurance for the Superintendent and his dependents as is provided for in Appendix B of the Collective Bargaining Agreement between the District and the Line Mountain Education Association.

PSBA Superintendent Performance Evaluation Form

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.

PSBA Superintendent Performance Evaluation Form

This evaluation tool uses the below assessment measures as a basis for indicating your impression of the superintendent's performance in the areas of Student Growth and Achievement; Organizational Leadership; District Operations and Financial Management; Communication and Community Relations; Human Resource Management; and Professionalism.

Distinguished	<ul style="list-style-type: none"> • Performance is clearly outstanding • Performance is superior, far exceeding expectations • Performance is exceptional on a regular or continuous basis – the superintendent far outperforms relative to minimum expectations
Proficient	<ul style="list-style-type: none"> • Adequately performs all functions within the role, meeting or occasionally exceeding expectations • Performance is adequate, meeting or occasionally exceeding standards or expectations generally associated with performance
Needs Improvement	<ul style="list-style-type: none"> • Periodically fails to meet expectations associated with assigned tasks, targeted goals, or professional competencies • Performance is less than adequate on a periodic or frequent basis – the superintendent may be developing within the position, but needs to improve to be considered proficient
Failing	<ul style="list-style-type: none"> • Performance is below acceptable levels • Fails to meet most expectations associated with the role of superintendent – substantial professional improvement is needed before the superintendent can be considered proficient in the role

The superintendent is evaluated on each of six *Objective Performance Standards*. *Objective Performance Standards* should be included in the superintendent's contract, and are the basis for the overall performance rating made available to the public at the completion of the performance review. Below each *Objective Performance Standard* are several customizable *Key Performance Indicators* that may help board members and the Board to assess overall performance in each *Standard*. Boards are encouraged at the beginning of the evaluation cycle to discuss each *Objective Performance Standard* to determine if and what changes should be made to the *Key Performance Indicators* so that they remain representative of the collective expectations of the Board.

Superintendent's Name

Evaluator's Name

School Year

PSBA Superintendent Performance Evaluation Form

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

<u>Objective Performance Standard</u>	Distinguished	Proficient	Needs Improvement	Failing
Student Growth and Achievement <i>Superintendent uses 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 PSSA, PVAAS, and other locally determined measures.</i>				
<u>Key Performance Indicators</u>				
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 PSSA tests and has actively developed successful strategies for improvement including meeting annual requirements for Adequate Yearly Progress				
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	Proficient	Needs Improvement	Failing
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Comments: _____

PSBA Superintendent Performance Evaluation Form

<u>Objective Performance Standard</u> Organizational Leadership -- <i>Superintendent has worked collaboratively with the Board to develop a vision for the district, displays an ability to identify and rectify problems affecting the district, works collaboratively with district administration to ensure best practices for instruction, supervision, curriculum development, and management are being utilized, and works to influence the climate and culture of the district.</i>	Distinguished	Proficient	Needs Improvement	Failing
<u>Key Performance Indicators</u>				
Effectively works with the board to develop and monitor district policy and administrative regulations related to Organizational Leadership				
Has ensured priorities and initiatives are in alignment with a clearly defined and well-articulated vision for the district				
Has developed and implemented operational plans and processes to accomplish strategic goals				
Demonstrates an ability to assist and motivate others in achieving personal, professional, and district goals				
Is skilled in identifying, analyzing, and resolving problems that impact the district				
Maintains a regular presence in district buildings and at district events for the purpose of monitoring effectiveness of programming				
Uses strategic initiatives and district performance data to identify appropriate professional development opportunities for staff within the district				
Works appropriately within the role of instructional leader, while providing clear direction for teachers and administrators regarding curricular decisions				
Demonstrates clear understanding of board/superintendent relationship including appropriate roles and responsibilities				
Ensures compliance with all applicable local, state, and federal laws/regulations				

How would you classify the superintendent's overall performance in the area of Organizational Leadership?

Distinguished	Proficient	Needs Improvement	Failing
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Comments: _____

PSBA Superintendent Performance Evaluation Form

<u>Objective Performance Standard</u> District Operations and Financial Management <i>Superintendent manages effectively, ensuring completion of activities associated with the annual budget; overseeing distribution of resources in support of district priorities; and directing overall operational activities within the district.</i> <u>Key Performance Indicators</u>	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				

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

Distinguished	Proficient	Needs Improvement	Failing
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Comments: _____

PSBA Superintendent Performance Evaluation Form

<u>Objective Performance Standard</u>	Distinguished	Proficient	Needs Improvement	Failing
Communication and Community Relations				
<i>Superintendent communicates with and effectively engages the staff, the board, and members of the community, clearly articulating district goals and priorities, addressing local and broader issues affecting the district, and building support for district initiatives, programs and short/long-range plans.</i>				
<u>Key Performance Indicators</u>				
Effectively works with the board to develop and monitor district policy and administrative regulations related to Communication and Community Relations				
Has worked successfully with the board to build support in the community for the district's vision, mission, and both long and short-term priorities				
Handles media resources skillfully, and regularly demonstrates sound judgment when communicating with the public				
Maximizes utilization of multiple methods for delivering accurate, timely, and reliable information to the Board and community				
Has been able to successfully build school/community partnerships that benefit students and staff				
Communicates effectively with the board and coordinates the flow of information from administrators to board committees in a manner consistent with Board Operating Guidelines				

How would you classify the superintendent's overall performance in the area of Communication and Community Relations?

Distinguished	Proficient	Needs Improvement	Failing
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Comments: _____

PSBA Superintendent Performance Evaluation Form

<u>Objective Performance Standard</u>				
Human Resource Management				
<i>Superintendent incorporates best practices for human resource management and oversight, coordinating staffing, recruitment, and other human resource functions within the district.</i>				
<u>Key Performance Indicators</u>	Distinguished	Proficient	Needs Improvement	Failing
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?

Distinguished	Proficient	Needs Improvement	Failing
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Comments: _____

PSBA Superintendent Performance Evaluation Form

<u>Objective Performance Standard</u>	Distinguished	Proficient	Needs Improvement	Failing
Professionalism <i>Superintendent models professional decision-making processes and ethical standards consistent with the values of Pennsylvania's public education system as well as that of the local community. Superintendent additionally works to individually reflect upon her/his effectiveness within the role, and works to improve effectiveness through the use of professional development literature and activities.</i>				
<u>Key Performance Indicators</u>				
Demonstrates recognition and understanding of public education's role in promoting civic responsibility				
Performs all duties in a manner consistent with the values and expectations of the board and community at large				
Supports a standards-based approach to governance, leadership, and instruction throughout the district				
Encourages an inclusive and respectful environment that aligns with the organization's execution of the district's vision, mission, and strategic goals.				
Demonstrates ethical and personal integrity consistent with expectations associated with the role of superintendent				
Maintains the confidence and trust of school professionals and the community				
Continuously monitors effectiveness within the role of the superintendent, seeking out and participating in professional development activities in alignment with areas identified for improvement by the board and through self reflection				

How would you classify the superintendent's overall performance in the area of Professionalism?

Distinguished	Proficient	Needs Improvement	Failing
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Comments: _____

PSBA Superintendent Performance Evaluation Form

Formative Assessment

Based on your perceptions of the superintendent's performance noted above:

What are the superintendent's major strengths?

1. _____
2. _____
3. _____

In what areas do you see a need for improvement?

1. _____
2. _____
3. _____

What resources should be made available in order to support improvement strategies, or what steps should the superintendent take in order to improve performance in areas identified for improvement?

1. _____
2. _____
3. _____

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Annual Goals

This form provides the superintendent with an opportunity to update the Board on the status of annual performance goals. Annual performance goals should be mutually determined at the beginning of the evaluation cycle by the board/superintendent team. Annual performance goals may support personal professional development for the superintendent, or may be derived from the long and short term priorities and needs within the district.

Status of Annual Goals for School Year _____

<u>Goal</u>	<u>Status/Results</u>

How would you rate the superintendent's performance in achieving desired annual goals for the district?

Distinguished	Proficient	Needs Improvement	Failing
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