

**WEST CHESTER AREA SCHOOL DISTRICT  
SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

THIS AGREEMENT dated this 28<sup>th</sup> day of April 2014, between the West Chester Area School District Board of Directors, West Chester, PA (the "Board") and James R. Scanlon (the "Superintendent").

The Board and the Superintendent agree as follows:

**WITNESSETH:**

**1. Employment**

The Board employs the Superintendent and the Superintendent accepts such employment as Superintendent upon the terms and conditions set forth in this Agreement and in accordance with the applicable provisions of Section 508, 1071, and 1073 of the Public School Code of 1949, as amended, ("School Code") and other applicable laws and regulations of the Commonwealth of Pennsylvania. For purposes of this Agreement, "school year" is the District's fiscal year, in that it commences July 1 and ends on June 30 each year.

**2. Term**

The five-year term of employment as Superintendent shall commence July 1, 2014, and terminate June 30, 2019 (the "Term"). This Agreement shall terminate immediately upon the expiration of the aforesaid Term: (1) unless earlier terminated by agreement of the parties; (2) unless earlier terminated in accordance with this Agreement; (3) unless earlier terminated pursuant

to the provisions of the School Code or (4) unless allowed to renew automatically in accordance with Section 1073(b) of the School Code or this Agreement.

### **3. Professional Certification**

The Superintendent covenants that he possesses all of the qualifications that are required by law to serve as superintendent of a public school district under the laws of the Commonwealth of Pennsylvania. The Superintendent shall continue to hold proper certification and a valid Superintendent's commission issued by the Pennsylvania Department of Education, and shall supply such credentials to the Board upon request.

### **4. Salary**

A. The annual salary of the Superintendent effective July 1, 2014 shall be \$245,509.00. Effective July 1, 2015 and effective July 1<sup>st</sup> of every subsequent school year of this Agreement, the Superintendent's annual salary shall be increased by a percentage equal to the base Act 1 Index.

B. In addition to the annual Act 1 Index increase, effective July 1, 2015 and effective July 1<sup>st</sup> of every subsequent school year of this Agreement, the Superintendent's annual salary shall be increased, in accordance with Section 14, based on the Superintendent's overall performance evaluation as set forth in Section 7.

C. At no time shall the annual salary of the Superintendent be decreased during the term of this Agreement.

D. All salary shall be paid in installments at the same intervals other District administrators are paid.

## **5. Benefits**

The Superintendent shall receive fringe benefits and incentives provided to other District administrators, including all benefits and incentives specified in the District's administrator compensation plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164). The Benefit Section and Leave Time Section set forth in the Districts' Act 93 Administrators' Compensation Plan are incorporated herein by reference as if fully set forth. Any increase or improvement in benefits and incentives extended to District administrators during the term of this Agreement will also be extended to the Superintendent and become part of this Agreement, unless such increase or improvement in benefits or incentives is not permitted for superintendents by state or federal law or regulation or requires an amendment to a section of this Agreement that is not permitted to be modified during the course of the Agreement. Any decrease or reduction in benefits or incentives to District administrators that affect this Agreement will not reduce the benefits and incentives provided to the Superintendent during the term of this Agreement. Nothing contained herein shall preclude the District from providing additional benefits and incentives to the Superintendent, as may be agreed to by the parties. Notwithstanding the foregoing, or any other provision of this Agreement to the contrary, the District shall provide the Superintendent with the following fringe benefits in lieu of the Act 93 Administrators' Compensation Plan provisions for these benefits:

### **A. Vacation Leave and Holiday.**

1. The Superintendent shall carry forward in this Agreement and be credited on July 1, 2014 with all of his unused vacation leave accrued during his employment with the District.
2. The Superintendent shall receive twenty-five (25) days of vacation leave with full pay each year of this Agreement, which shall be credited in full on July 1, 2014 and on July 1st of

each subsequent school year of this Agreement. The Superintendent shall report to the Board President or the Board President's designee when absent for vacation.

3. The Superintendent may carryover thirteen days of vacation leave from the previous school year, credited as of July 1<sup>st</sup> of the ensuing school year. Days of vacation leave shall be cumulatively capped at thirty-eight (38) days per school year. On June 30<sup>th</sup> of each school year of this Agreement, the District shall pay the Superintendent his then-current per diem rate of pay for a maximum of twelve (12) days of unused vacation leave that exceed the maximum vacation leave cap of thirty-eight (38) days ("per diem rate of pay" as the term is used throughout this Agreement shall be calculated by dividing the Superintendent's then-current annual salary by 240). All other unused vacation days will be forfeited.

4. The District shall pay the Superintendent for unused days of vacation leave at the time this Agreement is terminated, unless he is terminated for cause in accordance with School Code 1080, 24 P.S. 10-1080. The School District shall pay the Superintendent his then-current per diem rate of pay for each day of unused vacation leave up to a maximum payment for thirty (38) days of vacation leave.

5. At the Superintendent's direction, the District shall make the payments referenced in subsections 5(A)(3) and (4) to the Superintendent for unused vacation leave as either a cash payment or a non-elective contribution to the Superintendent's 403(b) account or other tax-deferred account of the Superintendent's choosing. This non-elective contribution shall be subject to an amount up to or equal to the limits established by law for such accounts. If the compensation limits established for such accounts are exceeded, the District shall cause to be contributed as a non-elective contribution to one or more tax-deferred accounts in an amount up to and equal to the established limits for such contributions in each subsequent year for a period of not more than five (5) years or until the benefit amount is exhausted, provided the District is legally permitted to do

so.

6. In addition to vacation leave, the Superintendent shall receive, with full pay, all holidays available to twelve-month administrators covered under the School District's Act 93 Administrators' Compensation Plan.

**B. Sick Leave.**

1. The Superintendent shall carry forward in this Agreement and be credited on July 1, 2014 with all of his unused sick leave accrued during his employment with the District.

2. The Superintendent shall receive twelve (12) days of sick leave with full pay each school year of this Agreement, which shall be credited in full on July 1, 2014 and on July 1st of each subsequent school year of this Agreement. Unused days of sick leave shall be cumulative without limit. The Superintendent shall notify the District Business Office when absent on sick leave.

3. The District shall pay the Superintendent for unused days of sick leave at the time this Agreement is terminated, unless he is terminated for cause in accordance with School Code 1080, 24 P.S. 10-1080. The District shall pay the Superintendent in accordance with the following:

<b><u>Number of sick days Accrued:</u></b>	<b><u>Daily Rate:</u></b>	<b><u>Early Notification Rate:</u></b>
1-100	\$45.00	\$60.00
101-200	\$55.00	\$70.00
201+	\$65.00	\$80.00

The District's payment to the Superintendent for unused sick leave shall be calculated using the "early notification rate" as set forth in the table above, in the event that the Superintendent provides notification of his termination to the District at least 120 days preceding the date of his

termination. In all other circumstances, the District's payment to the Superintendent for unused sick leave shall be calculated using the "daily rate" set forth in the table above.

4. At the Superintendent's direction, the District shall make the payment referenced in subsection 5(B)(3) to the Superintendent for unused sick leave as either a cash payment or a non-elective contribution to the Superintendent's 403(b) account or other comparable tax-deferred account of the Superintendent's choosing. This non-elective contribution shall be subject to an amount up to or equal to the limits established by law for such accounts. If the compensation limits established for such accounts are exceeded, the District shall cause to be contributed as a non-elective contribution to one or more tax-deferred accounts in an amount up to and equal to the established limits for such contributions in each subsequent year for a period of not more than five (5) years or until the benefit amount is exhausted, provided the District is legally permitted to do so.

5. The Superintendent may use his days of sick leave to care for members of his "immediate family" as that term is defined or applied in the "Bereavement Leave" section of the District's Act 93 Administrators' Compensation Plan. Days of sick leave used for members of the Superintendent's immediate family will be deducted from his allocated sick leave in the same manner as those used for the Superintendent's own illness.

**C. Medical Reimbursement.** The Superintendent shall receive a comprehensive medical examination not less than once every two years and not more often than once each year, which the District shall pay or reimburse the Superintendent for all of the Superintendent's out-of-pocket costs for such medical examinations.

**D. Tax Shelter.** In July 2014, and in July of each school year thereafter, the District shall contribute to a 403(b) tax deferred annuity for the benefit of the Superintendent in an amount equal

to 5% of his then-current annual salary. Such contribution shall be in addition to the Superintendent's salary. There shall be no cash option for such contribution.

**E. Disability Insurance.** The Board will pay the full cost to provide insurance to the Superintendent for a disability policy with a benefit equal to 60% of the Superintendent's gross monthly salary. This policy will entitle the Superintendent disability payments after 30 days of disability until age 65.

**F. Retirement Benefits.** No retirement benefits are provided for in this Agreement.

## **6. Speaking/Consulting and Professional Activities**

**A. Speaking/Consulting Activities.** The Superintendent shall devote his time, attention, energy and skill to advancing the interests of the District. The Superintendent shall, however, be permitted to undertake and be compensated for speaking engagements, writing, teaching and may serve as a consultant to other school districts, education entities, businesses or other organizations. The Superintendent shall not perform such speaking/consulting activities for any organization that would create a conflict of interest in the performance of his duties as Superintendent or otherwise interfere with such duties. If the Superintendent receives compensation for any such activity taking place during a school day, he shall use his vacation and/or personal days for such speaking/consulting activities. Prior to the Superintendent leaving the District for speaking/consulting purposes, the Superintendent shall notify the Board President (or designee) regarding the dates and length of time the Superintendent will be out of the District for each such activity and a contact number.

**B. Professional Activities.** The Superintendent shall attend and participate in appropriate professional meetings at the local, state, and national levels with the reasonable expenses for such attendance to be borne by the District, including membership fees and dues of

the Superintendent in the following organizations: the American Association of School Administrators ("AASA"), the Pennsylvania Association of School Administrators ("PASA"), Association for Supervision and Curriculum Development ("ASCD"), and the National Association of School Superintendents. If the attendance at such a meeting will cost more than \$500 including travel, the Superintendent must secure the prior, written approval of the Board. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent or create a conflict of interest.

**7. Assessment of Performance.**

A. The Board shall evaluate, in writing, the performance of Superintendent at least once a year during the term of this Agreement, no later than September 1<sup>st</sup> of each year, unless the parties mutually agree in writing on another date for the annual evaluation. The annual performance assessment shall be conducted in an executive session limited to members of the Board of School Directors and the Superintendent. An evaluation instrument and method mutually agreed upon in writing by the Board and the Superintendent shall be utilized for the annual performance assessment. Provided, however, that any evaluation instrument and method selected shall require the Board to speak in one voice as an entire Board rather than "averaging" the feedback of each member regarding each aspect of the evaluation. The evaluation shall contain the following performance ratings: Exemplary (3.0-4.0), Proficient (2.0-2.9), Progressing (1.0-1.9) and Not Meeting Standards (Below 1.0). The Superintendent's success in achieving the objective performance standards addressed in subsection "C" of this provision shall be used as a basis of the annual evaluation and shall be used to determine the variable increase in the Superintendent's annual salary as referenced in Section 14.



In the event the Board consensus determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe, in writing, the unsatisfactory performance. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation. The Board's evaluations and the Superintendent's response(s) shall be private and in no manner become public knowledge or conversation, except as otherwise required by state or federal law or court order, or in the event of litigation between the District and the Superintendent. The Superintendent's performance shall be deemed satisfactory in any year when a formal performance assessment is not completed in accordance with this Agreement. Notwithstanding the foregoing, the District shall comply with its obligations under School Code 1073.1(b.1), 24 P.S. 10-1073.1(b.1), by publishing required information on its publicly accessible Internet website.

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

1. To strengthen the working relationship between the Board and the Superintendent and to clarify for the Superintendent and individual members of the Board of School Directors the responsibilities the Board relies on the Superintendent to fulfill;

2. To discuss and establish goals and/or objective performance standards for the ensuing year; and

3. To establish the basis for possible incremental adjustments in the annual salary rate for the Superintendent.

C. Performance Expectations, Including Objective Performance Standards.

The performance of the Superintendent shall be assessed against the objective performance standards that have been mutually agreed upon by the Board and the Superintendent. The Board

and Superintendent hereby mutually agree to the objective performance standards which are attached hereto as Appendix "A" and incorporated herein by reference, and which shall be reviewed and updated as necessary on or before October 1<sup>st</sup> of each school year of this Agreement or within thirty (30) days of the release of state assessment data, whichever is later, unless another date is mutually agreed upon by the Board and Superintendent. The Board shall post the mutually agreed upon objective performance standards on the District website and shall also annually post the date of the Superintendent's annual performance assessment and whether or not the Superintendent met the agreed upon objective performance standards. No other information regarding the Superintendent's performance assessment shall be posted on the District website or in any other manner disclosed by the District unless required to do so by state or federal law or court order, or in the event of litigation between the District and the Superintendent.

#### **8. Office and Support Staff**

The Board shall provide the Superintendent with a private office, secretarial support, and such other facilities and services as the Board shall determine to be suitable to his position and adequate for the performance of his duties. In addition, the Superintendent shall be provided with a computer. The District shall pay the user charges for the computer and \$100 per month for use of a personal cell phone for school district related business. These costs shall be in addition to the expense benefit set forth in Section 9.

#### **9. Expenses**

A. Mileage reimbursement: The Board agrees to provide the Superintendent with reimbursement for mileage driving to and from events, meetings and other school district related obligations. Mileage will be reimbursed at the IRS reimbursement rate. The Superintendent shall

be required to submit a monthly mileage log, on a form provided by the Business Officer, no later than the 10<sup>th</sup> day of each month to the Business Office in order to eligible for reimbursement of mileage in the previous proceeding month.

B. Other expenses: In addition to the expenses set forth in Sections 6(b), 8 and 9(a) of this agreement, the Board shall also reimburse the Superintendent for all appropriate business expenses as per District Policy upon submission by the Superintendent of expense reimbursement forms and supporting documentation to the Business Office.

#### **10. Renewal/Expiration of Agreement**

The Superintendent shall call to the attention and advise the Board President and the Director of Human Resources of his desire to be reappointed, in writing, no later than January 1, 2019. Failure on the part of the Board to notify the Superintendent in writing, by certified mail, at least 150 days prior to the expiration of the Term of this Agreement, of the District's intent to either retain him for a new Term as Superintendent or to consider another or other candidates for the office of Superintendent, the Superintendent will automatically continue as Superintendent for a further term of a similar length..

#### **11. Termination of Agreement Prior to Expiration**

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

A. The Superintendent shall be subject to discharge and termination of this Agreement for valid and just cause for the reasons specified in Section 1080 of the School Code. The Board shall provide the opportunity for a fair hearing before the Board or before a hearing officer designated by the Board. The hearing notice shall be sent by mail to the

Superintendent at least one week prior to such hearing. Such hearing shall be in accordance with School Code Section 1080, 24 P.S. 10-1080, and 2 Pa. C.S. Ch. 5, Subch. B, 2 Pa. C.S. 551 et seq. The Board shall not arbitrarily or capriciously call for the Superintendent's dismissal. The Superintendent shall have the right to be represented by counsel at his sole cost and expense. Provided, however, if the charges against the Superintendent are not sustained and/or should the Superintendent prevail with a nonappealable, final order or decision, the Board shall reimburse the Superintendent for all reasonable legal fees and expenses incurred by the Superintendent in the proceedings.

B. This Agreement may be unilaterally terminated without penalty by the resignation of the Superintendent at any time; provided the Superintendent gives the Board at least ninety (90) days' notice prior to the effective date of the resignation. If this Agreement is terminated in this manner, the District shall immediately pay and provide to the Superintendent all of the salary and benefits including, but not limited to, insurance premiums and coverages and payment for unused leave, the 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 Superintendent and the Board. If this Agreement is terminated in this manner, the District shall immediately pay and provide to the Superintendent all salary and benefits, including but not limited to insurance premiums and coverages and payment for unused leave, the Superintendent earned, accrued and/or is entitled to in accordance with this Agreement through the mutually agreed upon effective date of the termination of this Agreement plus

any applicable post-employment and retirement benefits provided for in this Agreement and the “buy-out” amount in accordance with Section 12 of this Agreement. In the event of termination by mutual consent, the Board shall not negatively evaluate or provide any negative job reference regarding the Superintendent’s work performance. Other than in legal proceedings, the Board agrees that it will not make any statements, written or verbal, that could be construed to defame, disparage or in any way criticize the Superintendent.

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

## **12. Buy-Out Provisions.**

In the event the Board agrees in writing with the Superintendent to an early termination and “buy-out” of this Agreement before the completion of the Term of this Agreement in accordance with Section 11(c) above, if there are two or more years remaining of the Term of this Agreement, the Board shall pay the Superintendent a “buy-out” amount equal to one (1) year of his annual salary and benefits as otherwise set forth in this Agreement. If there are less than two years remaining of the Term of this Agreement, the Board shall pay the Superintendent a “buy-out” amount equal to one-half of his salary and benefits remaining as otherwise set forth in this Agreement.

## **13. Indemnification and Defense**

In accordance with the Local Government Tort Claims Act of the Commonwealth of Pennsylvania (42 P.S. § 8541 et. seq.) the District shall indemnify, defend and hold the Superintendent harmless regarding any claims demands, duties, actions or other legal proceedings

against the Superintendent for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of his duties as Superintendent of the District, to the extent and to the limits permitted by law. The District may fulfill its obligation under this Section by purchasing appropriate insurance coverage for the benefit of the Superintendent or by including the Superintendent as a covered party under any errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District. No individual member of the Board shall be personally liable for indemnifying and defending the Superintendent under this Section. The District's obligation to indemnify, defend and hold the Superintendent harmless under this Section survives the termination of this Agreement. Nothing in this section shall be considered as a waiver of the District's obligation as per the Local Government Tort Claims Act of the Commonwealth of Pennsylvania. (42 P.S. § 8541 et. seq.)

#### **14. Performance Incentives (Variable Pay)**

In addition to the annual salary, the Superintendent shall be entitled to variable pay as provided herein. More particularly, if the Superintendent meets the annual objective performance standards as described in Section 7 above, the Superintendent shall receive a performance incentives/variable pay from a pool of money, which shall be calculated by multiplying the base Act 1 Index percentage each year by his annual salary. The variable increase shall be awarded based on the following performance assessment rating:

Amount of pay awarded from the pool	Performance Rating Achieved
100%	Exemplary (3.0-4.0)
75%	Proficient (2.5-2.9)
50%	Proficient (2.0-2.4)

Amount of pay awarded from the pool	Performance Rating Achieved
25%	Progressing (1.0-1.9)
0%	Not meeting standards (Below 1.0)

Such payments shall be made on or before the first pay in January following the school year in which the performance incentive is earned. Any amounts awarded to the Superintendent as pay for performance shall not be a permanent adjustment on to the base salary, but will be credited as retirement-covered compensation toward PSERS for the calendar year in which it was paid. Annual evaluations which will constitute the basis for determining the performance incentive pay shall take place as soon as the data is available to perform the annual evaluation as set forth in Section 7.

#### **15. Duties of Superintendent**

The Superintendent shall faithfully perform those duties which may be assigned by the Board and shall serve the District in a professional manner. The Superintendent is a non-voting member of the school board and shall observe and comply with the laws of the Commonwealth of Pennsylvania and with the regulations of the State Board of Education and the Board as currently in force, and as from time to time amended, enacted or promulgated and the District's Job Description for the position of Superintendent (which Job Description is attached and incorporated into this Agreement by reference as Appendix "B"). Such laws and regulations are incorporated by reference as if set forth in full. More specifically, the Superintendent shall be responsible for:

- Planning and initiating programs and policies concerning the organizational, operational and educational function of the District as directed by the Board with ultimate responsibility for the execution of these programs and policies.

- Taking all reasonable steps to ensure adherence to Board policies and District procedures.
- Reviewing, and, where appropriate, making recommendations to alter Board policy and District procedures.
- Assisting the Board in developing short-range and long-range goals and methods for the Board to evaluate the operational effectiveness of the district.
- Keeping the Board informed by written and oral reports as to the operation and needs of the district.
- Taking discretionary action in any matters not covered by Board policy and reporting such actions to the Board with recommendations for policy as necessary in order to provide guidance in the future.
- Directing the daily operation of the District schools by organizing, supervising and coordinating the District staff.
- Arranging for the systematic evaluation of staff by responsible administrators.
- Recommending the employment of, assigning and supervising the work of all employees. Recommending promotion, salary changes, demotion or discharge of any employees rendering unsatisfactory service. The Board may not hire nor terminate an employee without the recommendation of the Superintendent.
- Establishing internal administrative operational procedures, rules and regulations relating to personnel, collective bargaining, financial disbursements and accounting requirements, equipment/facilities operation and use, food service and staffing requirements.
- Developing effective staff development programs that are linked to the strategic plan and Board goals of the District.
- Communicating directly, or thorough delegation, all personnel actions by the Board to all employees and receives from employees communication to be made to the Board.
- Ensuring that District students have equal access to appropriate educational programs, including pupil personnel, extracurricular activities and other supplemental programs deemed necessary.
- Overseeing a timely review of all curricular areas required by law as well as other subjects the Board may require and make recommendations to the Board for the improvement of curriculum.



- Recommending to the Board any major changes in time schedules to be used in the schools.
- Providing for appropriate methods of teaching, supervision and administration in the schools as he/she deems necessary and reporting to the Board any insufficiencies that are found.
- Directing the development of and making recommendations for the yearly operating budget on a timely basis that reflects the needs of the District and the use of District assets and resources.
- Establishing and maintaining efficient procedures and effective controls for all expenditures of school funds in accordance with the adopted budget.
- Making recommendations regarding the needs for instructional and non-instructional materials and equipment and recommending plans for improvements, alterations or other changes in the buildings or surrounding grounds.
- Serving as the official spokesperson for the district in providing information to the Board, District employees, the community and other outside groups/agencies on matters affecting the operation of the District.
- Maintaining directly or through delegation adequate records for the schools, including a system of financial accounts, business and property records, personnel, school population and scholastic records which are required by laws and Board policy.
- Interpreting and/or supervising the implementation of all Federal and State laws relevant to education.
- Performing other duties as mutually agreed upon between the Superintendent and School Board.

#### **16. Investigations by the Board.**

In the event that the Board of School Directors directs that any investigation of the Superintendent's conduct or performance be undertaken, the Superintendent shall be notified of the occurrence and purpose of such investigation prior to the commencement of the same. Any investigations undertaken by the Board shall be completed in private without any public disclosure by the Board or the Superintendent of the commencement or progress of the same, to the extent permitted by law.

#### **17. Governing Law**

This Agreement shall be governed by the and construed in accordance with the laws of the Commonwealth of Pennsylvania and in particular the Public School Code of 1949, as amended.

#### **18. Counterparts**

This Agreement has been executed in duplicate counterparts. Each executed counterpart is intended by the parties to be an original act and deed. One counterpart is to be delivered to the Superintendent and the other is to be retained by the Board.

#### **19. Modification**

This Agreement is the whole agreement of the parties and may not be amended, modified or altered except as hereinafter set forth. This Agreement may be modified annually and/or as required with respect to Section 2 and 4 by written addendum signed by both parties and attached to the original executed counterpart. Any modifications to this agreement must be mutually agreed upon and placed in writing. Termination, buyout and severance provisions shall not be modified during the course of the Agreement or in the event the Agreement is terminated prematurely.

#### **20. Severability**

All terms, agreements and covenants herein are severable, and in the event any of them shall be held to be invalid by a competent court, that section of the agreement shall be interpreted as such invalid. Other terms in the agreement shall remain valid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the  
date hereinabove written.



Attest:

Secretary

*Jonda P. Wzleg*

WCASD BOARD OF EDUCATION  
(Employer)

By:

*[Signature]*

President, WCASD Board of Education

*[Signature]*

James R. Scanlon

(Superintendent/Employee)

**WEST CHESTER AREA SCHOOL DISTRICT**  
***Superintendent Performance Evaluation***  
**2014-2015**

*Part A*

**INSTRUCTIONS** Seven broad areas of responsibility are defined below. In the block provided for each area, give a number score (1-4 as defined below) which best summarizes your evaluation of performance level in that area. Decimals may be used in providing a score if performance is judged to be between ratings. Comments, Suggestions for Improvement and Commendations may be included.

**Definitions of Performance Levels**

Consider the following definitions of relative ratings in evaluating the Superintendent's performance:

**EXEMPLARY:** (3.0 - 4.0)

Performance in the specific duty or responsibility is more than accepted norms. The results and objectives achieved exceed the standards for acceptable performance.

**PROFICIENT:** (2.0 - 2.9)

Performance in the specific duty or responsibility is fully acceptable. The results and objectives achieved meet the standards for acceptable performance.

**PROGRESSING:** (1.0 - 1.9)

Performance in the specific duty or responsibility is slightly less than acceptable. The results and objectives achieved fall slightly short of the standards for acceptable performance. A rating of Progressing requires a written comment indicating the reason(s) for this rating

**UNSATISFACTORY:** (0 -0.9)

Performance in the specific duty or responsibility is totally unacceptable. The results and objectives achieved fall substantially short of the standards for acceptable performance. A rating of unsatisfactory requires a written comment indicating the reason(s) for this rating.

Areas of Responsibility	Performance Levels				Comments, Suggestions for Improvement, Commendations
	0	1	2	3	4
<b>Overall Operation of School District</b>					
Plans and initiates programs and policies concerning the organizational, operational and educational function of the District as directed by the Board with ultimate responsibility for the execution of these programs and policies.					

Areas of Responsibility		Performance Levels					Comments, Suggestions for Improvement, Commendations
		0	1	2	3	4	
<b>Overall Operation of School District (continued)</b>							
Takes all reasonable steps to ensure adherence to Board policies and District procedures.							
Reviews, and where appropriate, makes recommendations to alter Board policy and District procedures.							
Assists the Board in developing short-range and long-range goals and methods for the Board to evaluate the operational effectiveness of the District.							
Takes discretionary action in any matters not covered by Board policy and reports such actions to the Board with recommendations for policy as necessary in order to provide guidance in the future.							
<b>Relationships with the Board</b>							
Keeps the Board informed by written and oral reports as to the operation and needs of the District.							
Attends all regular, special, and workshop meetings of the Board of Education.							
Provides accurate information from administrators to Board committees.							
Offers recommendations on items requiring Board action with appropriate back-up information.							
Treats all board members alike.							

Areas of Responsibility		Performance Levels					Comments, Suggestions for Improvement, Commendations
		0	1	2	3	4	
Community Relations		0	1	2	3	4	
Serves 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.							
Keeps community informed of programs and events.							
Uses the news media effectively and develops a professional relationship with media representatives.							
Staff Relations		0	1	2	3	4	
Directs the daily operation of the District schools by organizing, supervising and coordinating the District staff.							
Communicates directly, or through delegation, all personnel actions by the Board to all employees and receives from employees communication to be made to the Board.							
Motivates the staff positively by treating all personnel fairly, encouraging participation in planning, curriculum development and policy preparation, and giving praise for good work.							
Delegates authority to staff members appropriate to the position each holds and ensures that authority is effectively carried out.							
Works cooperatively with the leaders of the employee associations while representing the best interest of the Board and the District.							

Areas of Responsibility		Performance Levels				Comments, Suggestions for Improvement, Commendations
		0	1	2	3	4
Curriculum/Assessment		0	1	2	3	4
Develops effective staff development programs that are linked to the strategic plan and Board goals for the District.						
Ensures that District students have equal access to appropriate educational programs, including pupil personnel, extracurricular activities and other supplemental programs deemed necessary.						
Oversees a timely review of all curricular areas required by law as well as other subjects the Board may require and makes recommendations to the Board for the improvement of curriculum.						
Makes recommendations regarding the needs for instructional and non-instructional materials and equipment and recommends plans for improvements, alterations or other changes in the buildings or surrounding grounds.						
Interprets and/or supervises the implementation of all Federal and State laws relevant to education.						
Human Resources		0	1	2	3	4
Arranges for the systematic evaluation of staff by responsible administrators.						
Recommends the employment of, assigning and supervising the work of all employees. Recommends promotion, salary changes, demotion or discharge of any employees rendering unsatisfactory service.						
Provides for appropriate methods of teaching, supervision and administration in the schools as he deems necessary and reports to the Board any insufficiencies that are found.						

Areas of Responsibility		Performance Levels					Comments, Suggestions for Improvement, Commendations
		0	1	2	3	4	
Human Resources (continued)		0	1	2	3	4	
Takes active role in the development of salary and fringe benefit schedules for all personnel and recommends to the Board the levels which, within budgetary limitations, will best serve the interests of the district.							
Business, Finance and Facilities		0	1	2	3	4	
Establishes internal administrative operational procedures, rules and regulations relating to personnel, collective bargaining, financial disbursements and accounting requirements, equipment/facilities operation and use, food service and staffing requirements.							
Recommends to the Board any major changes in time schedules to be used in the schools.							
Directs the development of and makes 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.							
Establishes and maintains efficient procedures and effective controls for all expenditures of school funds in accordance with the adopted budget.							
Maintains directly or through delegation adequate records for the schools, including a system of financial accounts, business and property records, personnel, school population and scholastic records which are required by law and Board policy.							
Monitors and makes recommendations regarding facilities, and the needs of the school district.							



Areas of Responsibility		Performance Levels				Comments, Suggestions for Improvement, Commendations
		0	1	2	3	4
Business, Finance and Facilities (continued)		0	1	2	3	4
Assures that the district facilities are well maintained and utilized, that their appearance is exceptional, and that they are at all times functional and safe.						
Personal Qualities		0	1	2	3	4
Maintains appropriate standards of ethics, honesty, and integrity in all personal and professional matters.						
Exercises good judgment, devotes time and energy effectively, maintains poise and emotional stability in the full range of professional activities.						
Demonstrates an ability to work well with individuals and groups and demonstrates a sense of fairness and good judgment in decision making. Maintains the respect of others.						

**Part A: Scoring for base salary increase**

Total all points assigned: \_\_\_\_\_

**Part B Scoring for variable pay based on the following goals:**

1. Student Achievement
2. Professional Development
3. Fiscal responsibility
4. Communications

Total allpoints assigned: \_\_\_\_\_