

EMPLOYMENT AGREEMENT
Between
WEST CHESTER AREA SCHOOL DISTRICT
And
DR. DAVID E. CHRISTOPHER

THIS AGREEMENT (“Agreement”) is made and entered into this 26th day of September, 2023, by and between the WEST CHESTER AREA SCHOOL DISTRICT (the “School District”) with offices located at 782 Springdale Drive, Exton, Pennsylvania 19341 and DR. DAVID E. CHRISTOPHER, an individual (hereinafter “Dr. Christopher” or “Superintendent”).

WITNESSETH:

WHEREAS, pursuant to sections 1073 and 1073.1 of the Pennsylvania Public School Code of 1949, as amended (hereinafter “School Code”), the Board of Directors of the School District (“School Board” or “Board”) desires to employ Dr. Christopher as the Superintendent at the School District; and

WHEREAS, the parties desire to document the terms and conditions of Superintendent’s employment with the School District during the term of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the School District and Superintendent agree as follows:

PART A: TERMS OF EMPLOYMENT

1. **Employment and Term of Agreement.** The School Board employs Dr. Christopher as School District Superintendent, and Dr. Christopher accepts such employment as School District Superintendent upon the terms and conditions set forth in this Agreement and in accordance with the applicable provisions of the School Code for a term beginning on January 1, 2024 and ending on June 30, 2028 (“Term”). This Agreement shall terminate immediately upon the expiration of the aforesaid Term unless the Agreement is modified or terminated earlier, in accordance with this Agreement, or allowed to renew automatically in accordance with Section 1073(b) of the Public School Code and as set forth below.

1.1. In the event the Superintendent wishes to be reappointed at the end of the Term of this Agreement, he shall notify the Board President, in writing, on or before January 1, 2028, that he wishes to be reappointed by the Board.

1.2. The School Board shall provide Superintendent with written notice of its intent to renew, or not to renew, this Agreement beyond the end of the Term no later than ninety (90) days prior to the scheduled (June 30, 2028) termination of this Agreement. If the School Board fails to take public action on its intent to renew or terminate the contract with the Superintendent, the Term of this Agreement shall be automatically extended under the same terms and conditions for a single one-year period. At the conclusion of any such one-year extension of the Term, this Agreement

shall automatically terminate unless the School District and Superintendent have expressly agreed otherwise in writing.

2. **Qualifications.** Dr. Christopher covenants that he presently possesses, and will take all necessary action to preserve, all legal qualifications to serve as the Superintendent during the Term of this Agreement. The Superintendent shall obtain a valid or current commission from the Pennsylvania Department of Education.

3. **Duties of Employment and Professional Growth.**

3.1. Superintendent shall be responsible for performing the job duties contained in **Appendix "A,"** which is attached hereto and incorporated herein by reference. The duties as articulated in Appendix "A" may change from time to time at the discretion of the Board based on the operational needs of the District and in accordance with law. Superintendent agrees to perform his duties in a competent and professional manner to the best of his abilities and in accordance with the terms of this Agreement, applicable law, the School Code, and the Policies, Rules and Regulations properly adopted by the School Board for the governance of the School District. Superintendent's duties may be changed by the School Board only after furnishing Superintendent with the opportunity to provide input concerning such changes.

3.2. Superintendent is a nonvoting member of the School Board and has the right to speak on all matters before the School Board in accordance with the School Code. Further, Superintendent will have the complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his best judgment best serve the School District, subject to the requirements of Pennsylvania law. The responsibility for recommendations pertaining to employment of personnel shall be vested in the Superintendent, subject to approval by the School Board. The responsibility for transfers and assignment of personnel shall be vested exclusively in the Superintendent, unless required otherwise by law. The School Board will promptly refer all criticisms, complaints, and suggestions to Superintendent for study and recommendation.

3.3. Duties and responsibilities herein shall be performed and discharged by the Superintendent or by his staff under his direction. All official contacts between School Board Members and the staff of the School District shall be through the Superintendent other than School Board Members who are designated as committee chairs for the time period in question who may contact the administrative liaison for their committee for the express purpose of the development of the agenda and/or implementation of the agenda for committee meeting. Nothing in this section shall preclude the right of School Board Members to exercise their responsibilities as individuals in the areas of monitoring District operations, conducting oversight activities, or visiting schools, as set forth in Board policy or directed by the Board in accordance with law.

3.4. Superintendent shall not have any financial interest, direct or indirect, in the sale to or the lease by the School District of any supplies, equipment or services.

PART B: COMPENSATION AND BENEFITS

4. Compensation.

4.1. Base Salary. Superintendent shall be entitled to an annualized base salary at the inception of the Term of this Agreement (i.e., January 1, 2024) of Two Hundred Eighty-Five Thousand Dollars (\$285,000.00), which shall be prorated for the 2023-2024 fiscal year. Effective on July 1, 2024, and on July 1 of each subsequent year of this Agreement, the Superintendent's base salary shall be increased by a percentage equal to Pennsylvania's base Act 1 Index for the school year with a minimum increase of 2% and a maximum increase of 4.5% for the school year provided that the Superintendent has received a proficient performance evaluation for the previous year in accordance with this Agreement. In the event the Superintendent receives a less than proficient performance evaluation, his base salary shall not be increased but shall remain at the then current level for the following year. If Pennsylvania's base Act 1 index does not exist at any point during the Term of this Agreement, the Superintendent's salary will increase based on the Philadelphia annual Consumer Price Index ("CPI") effective in the month of May immediately preceding the applicable July 1 adjustment date, subject to a minimum increase of 2% and a maximum increase of 4.5%.

4.2. Performance Incentive Payment (Variable Pay). In addition to base salary as provided above, Superintendent shall be eligible to receive an incentive payment at the conclusion of each year of the Term based upon the performance rating achieved for that year, provided that Superintendent meets the annual objective performance standards described in Appendix "D" of this Agreement. The maximum potential incentive payment ("the Pool") for each year of the Term shall be calculated by multiplying Pennsylvania's base Act 1 Index percentage each year by Superintendent's then-current annual salary. If Pennsylvania's base Act I index does not exist at any point during the Term of this Agreement, the calculation shall be performed using the Philadelphia Consumer Price Index ("CPI") effective for the month of May preceding the applicable school year. Superintendent's incentive payment for each year shall be determined based upon the performance rating achieved by Superintendent for that year:

Amount of Incentive Payment Awarded from the Pool	Performance Rating Achieved
100%	Exemplary
75%	High Proficient
50%	Proficient
25%	Progressing
0%	Not Meeting Standards/ Unsatisfactory

The incentive payment, if any, shall be made on or before the first pay in January following the school year for which the performance incentive is earned. No performance incentive payment awarded to Superintendent pursuant to this provision shall increase Superintendent's base salary but shall be credited as retirement-covered compensation toward PSERS for the year in which it is paid. The Superintendent's performance rating shall be determined as set forth in Appendix "D" of this Agreement.

4.3. Additional Compensation Terms and Conditions. The School Board shall retain the discretion to adjust Superintendent's base salary for meritorious performance. At no time during the Term of this Agreement shall the annual salary of the Superintendent be decreased. Superintendent's base salary shall be paid in installments at the same time and in the same manner as other District administrators are paid. Superintendent's work year shall be based upon a 260 workday calendar.

5. Benefits. Superintendent shall be eligible for all benefits (excluding compensation adjustments) provided under the School District's administrator compensation plan adopted pursuant to Section 11-1164 of the School Code ("Act 93 Plan"), a copy of which is incorporated herein as **Appendix "B"** except as otherwise expressly provided herein. Under no circumstances shall the Superintendent be eligible for duplicative benefits. To the extent there is any inconsistency or conflict between the benefits in this Agreement and the benefits provided to any other District administrator under the Act 93 Plan, the Superintendent shall receive the benefits or the benefit restrictions established in this Agreement. To the extent that a benefit is not mentioned in this Agreement that is contained in the Act 93 Plan, other than an early retirement incentive plan, salary adjustment, or similar type of situation, Christopher will be entitled to receive such benefit as part of his benefits package. It is understood, however, that the Act 93 Plan may be amended or modified by the District during the Term of this Agreement. Under no circumstances shall the Superintendent be eligible for duplicative benefits. Nothing contained herein shall preclude the School District from providing additional benefits to the Superintendent as may be agreed to by the parties.

6. Vacation Leave. Superintendent shall be credited with thirty (30) paid vacation days each school year, subject to proration for the first school year of the Term (i.e., January 1, 2024 through June 30, 2024) and which shall be credited in full on July 1, 2024 and July 1 of every subsequent year of this Agreement. Unused vacation days shall be carried over from school year to school year, provided that the combined balance of available vacation days shall not exceed thirty-five (35) days on July 1st of any year of this Agreement. Superintendent shall be permitted to use vacation days at any time when school is not in session. When school is in session, Superintendent may use vacation days only with prior notice to the Board President.

6.1. To the extent unused vacation days cannot be carried over in any school year without exceeding the maximum limit of thirty-five (35) available days, the School District shall make a non-elective contribution to Superintendent's 403(b) plan in an amount equal to Superintendent's then current per diem rate of pay for each excess unused vacation day, up to a maximum of fifteen (15) days. To the extent such contribution, when aggregated with other contributions for the year would exceed the maximum permitted by law, the excess shall be contributed in the subsequent year or years, subject to all restrictions imposed by law. Superintendent's "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.

6.2. Upon the termination of this Agreement, provided that the parties have not entered into another employment agreement and provided that this Agreement has not been terminated by the School District for cause pursuant to Section 25.1, the School District shall make a non-elective contribution to Superintendent's 403(b) plan in an amount equal to Superintendent's then current

per diem rate of pay for each unused vacation day up to a maximum of thirty-five (35) days. To the extent such contribution, when aggregated with other contributions for the year would exceed the maximum permitted by law, the excess shall be contributed in the subsequent year or years, subject to all restrictions imposed by law. There is no cash option for such payment for unused vacation leave.

6.3. 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, so long he is employed, excepting, however, years where he is serving less than a full year when compensation and benefits are prorated.

7. **Bereavement Leave**. Superintendent shall be entitled to five (5) days of paid bereavement leave for the death of an immediate family member. "Immediate family member" shall include the spouse, child, grandchild, parent, or sibling of the Superintendent, as well as the parent of Superintendent's spouse, and any near relative who is a member of Superintendent's household. Superintendent shall be entitled to one (1) day of paid bereavement leave for the death of a near relative. "Near relative" shall include Superintendent's aunt, uncle, first cousin, grandparent, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

8. **Sick Leave**. The Superintendent shall be entitled to twelve (12) days of paid sick leave each school year of the Term (prorated for the first year, January 1, 2024 through June 30, 2024), and which shall be credited in full on July 1, 2024 and July 1 of every subsequent year of this Agreement. Unused sick days shall be cumulative without limit. The Superintendent shall notify the District Business Office when absent on sick leave.

8.1. Upon the termination of this Agreement, provided that the parties have not entered into another employment agreement and provided that this Agreement has not been terminated by the School District for cause pursuant to Section 25.1, the School District shall make a nonelective contribution to Superintendent's 403(b) account in an amount equal to the number of unused sick days then remaining multiplied by \$200.00; provided, however, that in the event Superintendent has notified the School District in writing of his intent to terminate or not to seek reappointment on expiration of the Term at least one hundred (120) days in advance, the nonelective contribution shall be in an amount equal to the number of unused sick then remaining multiplied by \$250.00. Such contribution shall not be made for days of unused sick leave, if any, that the Superintendent determines in his sole discretion to transfer to a new employer. To the extent such contribution, when aggregated with other contributions for the year would exceed the maximum permitted by law, the excess shall be contributed in the subsequent year or years, subject to all restrictions imposed by law. There is no cash option for such payment for unused sick days.

8.2. In addition, Superintendent shall be credited with sixty (60) sick days as the result of his service in the Cumberland Valley School District effective upon Superintendent's first day of actual service in the School District, subject to receiving written confirmation of those days from his previous employer. The sixty (60) days of sick leave carried over from the Cumberland Valley School District shall not be eligible for any sick leave payouts pursuant to this Agreement or the Act 93 Plan.

8.3. The Superintendent may use his sick days to care for members of his “immediate family” as that term is defined or applied in the “Bereavement Leave” section of this Agreement. Sick days 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.

9. **Medical, Prescription, Vision and Dental Insurance.** The School District shall provide the Superintendent, his spouse, and eligible dependents medical insurance coverage and benefits, including, but not limited to, hospitalization, physician coverage, major medical, prescription drug, vision, and dental coverage, under the same terms and conditions as provided to School District administrators under the School District’s Act 93 Plan and including contributions to a Health Savings Account or Health Retirement Account, if applicable. The Superintendent shall have the right, at his sole discretion, to select coverage under any of the plans offered by the School District to any School District administrator.

10. **Medical Examination Reimbursement.** To the extent permitted by law and consistent with the non-discrimination rules, the School District shall pay or reimburse the Superintendent for all of the Superintendent’s out-of-pocket costs for a comprehensive medical examination not less than once every two years and not more often than once each year during the Term of this Agreement.

11. **Life Insurance.** The School District shall provide, and pay all premium costs of, group term life insurance coverage in the amount equal to three (3) times the Superintendent’s annual base salary rounded to the nearest hundred, plus fifteen thousand dollars (\$15,000.00). The Superintendent shall have the sole right to determine the beneficiary of such policy.

12. **Expenses and Transportation Reimbursement.** The School District shall fully reimburse the Superintendent for all reasonable expenses incurred by the Superintendent in the discharge of his duties, upon the presentation of proper documentation in accordance with School District policy. The School District shall reimburse the Superintendent for transportation expenses in accordance with the Internal Revenue Service’s current mileage allowance for use of Superintendent’s vehicle when required for the performance of his duties under this Agreement.

13. **Equipment.** The School District shall reimburse the Superintendent for the monthly cost of a telephone plan for School District-related business, not to exceed one-hundred dollars (\$100.00) per month, during the Term of this Agreement.

14. **Professional Development and Continuing Education.** The School District shall pay the full enrollment cost for all professional development courses and continuing education courses taken by the Superintendent during this Agreement; provided that such courses are subject to repayment by the Superintendent for any course in which the Superintendent fails to receive a final passing grade or otherwise successfully complete.

15. **Professional Memberships.** The School District shall pay the cost of Superintendent’s annual membership to participate in professional associations including but not limited to, the American Association of School Administrators, the Pennsylvania Association of School Administrators, the National Association of School Superintendents, the University of

Pennsylvania School Study Council, and the National Center for Educational Research and Technology (NCERT), and Schlechty Superintendent Leadership Network, and Suburban School Study Council. In addition, the School District shall pay or reimburse Superintendent for annual membership fees associated with relevant community service organizations as selected by Superintendent with the approval of the School Board. The School District recognizes the obligation to professional growth and development provided by these affiliations and encourages and permits the Superintendent to participate actively.

16. **Outside Engagements.** Superintendent shall devote his full time, attention, energies, skills and labor to his employment with the School District during the Term of this Agreement; however, with School Board approval, Superintendent may undertake and be compensated for limited consultative work, speaking engagements, writing, lecturing, adjunct teaching, and other professional services. Superintendent shall not engage in any outside work which will result in a conflict of interest with the performance of his duties under this Agreement. If Superintendent engages in any such activity taking place during a school day, he shall use vacation days for such activities. Superintendent shall notify the Board President (or designee) in advance regarding the dates and length of time the Superintendent will be out of the School District for each such activity and provide a contact number.

17. **Waiver of Right to Sabbatical Leave.** To the extent that Superintendent otherwise would be eligible for sabbatical leave, Superintendent waives any and all rights to take sabbatical leave, pursuant to the School Code, as amended.

18. **Retiree Health Insurance Coverage.** Provided the Superintendent permanently retires from the School District under the provision of PSERS, the School District shall provide the Superintendent, his spouse, and eligible dependents with the opportunity to continue group health plan coverage, including medical, prescription drug, vision, and dental coverage provided by the School District to its then current administrators under the School District's Act 93 Plan for ten (10) years from the date of his retirement or until his attainment of Medicare eligibility, whichever is earlier. Continued coverage shall be subject to payment of that share of premium costs as is paid by then current administrators. The retirement benefit herein shall not be available to the Superintendent in the event his employment with the District is terminated for cause under Section 1080 of the School Code. This provision shall survive the termination of this Agreement.

19. **Retirement Plan Contribution.** The School District shall make a nonelective employer contributions to a 403(b) account for the Superintendent as follows, provided that the Superintendent remains employed as of the date of the contribution: contribution of \$10,000.00 on July 1, 2024; \$15,000.00 on July 1, 2025; \$20,000.00 on July 1, 2026; and \$25,000.00 on July 1, 2027. To the extent such contribution, when aggregated with other contributions for the year would exceed the maximum permitted by law, the excess shall be contributed in the subsequent year or years, subject to all restrictions imposed by law.

20. **Salary Continuation for Extended Illness/Disability.** Eligibility for this benefit begins the first of the month coincident with or next following date of employment. The Superintendent shall receive sixty percent (60%) of his then-current salary up to \$6,000 total monthly income paid

until age 65, after a thirty (30) day elimination period or exhaustion of all accumulated sick leave banks, whichever is greater.

21. **Participation in the 457(b) Plan.** The School District shall make an annual contribution into the District's 457(b) deferred compensation plan for the Superintendent in an amount not less than 2.86% of his base salary.

22. **Meetings, Conventions and Conferences.** The duties of the Superintendent require his presence at meetings, conventions, and conferences in order that he can maintain awareness of current education-related issues and information. The Superintendent shall have the right to attend regional, state and national meetings, conventions and conferences for the purpose of professional development. The School District considers the expenses involved in such activities to be directly related to his duties and appropriate for reimbursement. The Superintendent shall be reimbursed for all costs associated with such meetings, conventions and conferences including registration, travel, food and lodging in accordance with School District policies and procedures applicable to other District administrators.

23. **Moving Expenses.** The Superintendent will be entitled to a one-time reimbursement for up to Twelve Thousand Dollars (\$12,000.00) of moving expenses associated with moving to a location within the geographical limits of the West Chester Area School District under the following terms and provisions:

23.1. The Superintendent will have to complete the move and submit the reimbursement request on or before December 31, 2024.

23.2. The moving expenses shall be itemized and submitted on receipts that would be preapproved by both the Chief Financial Officer/Business Manager of the District and the Board President.

23.3. Such moving expenses shall be limited to expenses charged by a moving company or moving hauler of the Superintendent and the Superintendent's family's personal property.

24. **Temporary Housing Allowance.** During the time period of November 1, 2023, through June 30, 2024, the School District shall provide the Superintendent One Thousand Eight Hundred Dollars (\$1,800.00) per month for a total of Fourteen Thousand Four Hundred Dollars (\$14,400.00) for the purposes of obtaining housing within the geographical confines of the School District under the following conditions:

24.1. The Superintendent will provide reasonable evidence to the satisfaction of the Chief Financial Officer/Business Manager of the School District and the Board President of payment of rental amounts for housing within the School District.

24.2. The Superintendent understands and recognizes that the payment of the housing allowance will be reportable ordinary income to the Superintendent.

PART C: PERFORMANCE

25. Assessment of Performance.

25.1. The School Board shall evaluate in writing the performance of Superintendent once a year during the Term of this Agreement, no later than July 1st of each year (beginning in 2024 following the completion of the 2023-2024 school year), unless the parties mutually agree in writing on another date for the annual evaluation. The School Board shall utilize an evaluation method and tool mutually agreed upon by the School Board and Superintendent. The School Board and Superintendent hereby agree to use the evaluation instrument and method attached hereto and incorporated by reference as **Appendix "C"** unless the School Board and Superintendent mutually agree in writing to use a different evaluation instrument and method. Said evaluation shall be conducted in an Executive Session limited to members of the School Board and Superintendent. The evaluation shall contain the following performance ratings: Exemplary, Proficient, Progressing Toward Expectations, and Not Meeting Standards/Unsatisfactory. In the event the School Board 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 District shall comply with its obligations under School Code 1073.l(b.1), 24 P.S. 10-1073.l(b.1), by publishing required information on its publicly accessible Internet website. The Superintendent's performance shall be deemed Proficient in any year when a formal annual performance assessment is not completed in accordance with this Agreement, and he shall receive all salary increases and performance incentive payments for Proficient performance in accordance with this Agreement.

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

25.2.1. To strengthen the working relationship between the School Board and the Superintendent;

25.2.2. To evaluate performance in accordance with this Agreement;

25.2.3. To discuss and establish goals and objective performance standards for the ensuing year; and

25.2.4. To establish the basis for possible increases in the base salary for the Superintendent and for variable compensation in accordance with this Agreement.

25.3. 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 and which are attached hereto as **Appendix "D."** The objective performance standards may be updated as necessary on or before October 1 of each 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 parties. The School Board shall post the mutually agreed upon objective performance standards on the School District's website. The School Board shall 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.

PART D: TERMINATION OF EMPLOYMENT AGREEMENT

26. **Termination of Agreement Prior to Expiration.** This Agreement may be terminated prior to the end of the Term of this Agreement as follows:

26.1. 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. Superintendent shall have the right to be represented by counsel at his sole cost and expense. Upon termination for Cause, Superintendent shall be entitled only to such salary and benefits which Superintendent had earned in accordance with this Agreement prior to the effective date of his termination.

26.2. This Agreement may be unilaterally terminated without penalty by the resignation of Superintendent at any time. Provided Superintendent gives the Board at least ninety (90) days' written notice prior to the effective date of the resignation, Superintendent shall be entitled to all the salary and benefits to which Superintendent is entitled in accordance with this Agreement through the effective date of his resignation and termination of this Agreement, and any applicable post-employment and retirement benefits provided for in this Agreement. The School Board may in its sole discretion waive the notification period under this provision.

26.3. This Agreement may be terminated by the written mutual consent of the parties, in which case Superintendent shall be entitled to all the salary and benefits to which Superintendent is entitled in accordance with this Agreement through the effective date of termination of this Agreement, including any post-employment and retirement benefits as may be applicable and any additional amount mutually agreed upon by the School Board and Superintendent.

26.4. This Agreement shall be terminated upon the death of the Superintendent, at which time, the District shall pay to the Superintendent's surviving spouse, or if no surviving spouse 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. The District shall also provide the Superintendent's spouse and eligible dependents with health care benefits as required by law.

26.5. On or after July 1, 2027, the School Board, at its sole discretion, may terminate this Agreement unilaterally prior to the expiration of the Term of this Agreement. However, the Board shall provide the Superintendent with ninety (90) days' notice of its intention to terminate this Agreement pursuant to this paragraph, during which 90-day notice period, the Superintendent shall continue to receive all compensation, salary and benefits set forth in this Agreement. In addition, the School District shall pay the Superintendent a severance amount equivalent to his then-current annual salary and benefits equal to one (1) year.

SECTION E: MISCELLANEOUS

27. **Severability.** Each covenant and agreement in this Agreement shall for all purposes be construed as a separate and independent covenant or agreement. In the event any provision of this Agreement is declared invalid, illegal or otherwise unenforceable by final decision of a court of this Commonwealth, said provision shall be deemed deleted from this Agreement and the remaining provisions shall remain in full force and effect if not otherwise affected by said deletion.

28. **Indemnification.** The School District shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against him in his individual capacity and official capacity as agent and employee of the School District, provided the incident giving rise to such claim or action arose while Superintendent was acting within the scope of employment under this Agreement and excluding illegal and/or criminal activity. Nothing herein shall be construed as a waiver of the School District's obligation set forth in Pennsylvania Political Subdivision Tort Claims Act, 42 Pa.C.S. § 8541 et. seq. This provision shall survive the termination of this Agreement.

29. **No Waiver.** The failure of any party to enforce at any time any of the provisions of this Agreement, or any rights in respect thereof, or the exercise of or failure to exercise by any party any rights or any of its elections herein provided, shall in no way be considered to be a waiver of such provisions, rights, or elections in the future or in any way to affect the validity of this Agreement.

30. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter covered herein, and consolidates and includes all other discussions, negotiations, proposals, and agreements and supersedes any other agreement between the parties. This Agreement may be amended or modified only by agreement of the parties hereto and memorialized in a written instrument executed by the parties.

31. **Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of the parties, as well as their heirs, executors and administrators.

32. **Notices.** Any notice required by this Agreement shall be effective upon hand delivery, or, if mailed to the other party, the date postmarked, to the parties at such addresses as the parties have specified to the other.

33. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

34. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania.

[Signatures on following page]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have hereunto set their hands and seals on the day set forth above.

BOARD OF SCHOOL DIRECTORS OF
WEST CHESTER AREA SCHOOL
DISTRICT

By: 
Linda Cherashore, Board Secretary

By: 
Susan Tiernan, Board President


DR. DAVID E. CHRISTOPHER

APPENDIX "A"

WEST CHESTER AREA SCHOOL DISTRICT



POSITION DESCRIPTION

POSITION TITLE:	Superintendent	DATE:	January 20, 2023
DEPARTMENT:	Management Team	LOCATION:	Administration Building
FLSA:	Exempt		

SUMMARY:

The Superintendent of Schools, within the legal requirements of the State, shall be responsible for the general management of the schools of the District under the rules and regulations prescribed by the State Board of Education and the policies of the Board. The Superintendent is responsible for guiding the development of the educational needs of all pupils and potential pupils, and to recommend these objectives and programs to the Board.

The Superintendent shall provide overall direction to the activities of the school district and its personnel toward the accomplishment of approved educational goals; administer the policies of the Board; conserve the school district's assets and resources; and maintain and enhance the school district's standing in all its major internal and external relationships.

REPORTING RELATIONSHIPS:

- Reports to the Board of School Directors

TERMS OF EMPLOYMENT:

1. 12 month position (minimum 1820 hours)
2. Salary and benefits are as described in the Administrative Compensation Plan of the West Chester Area School District.

QUALIFICATIONS & PHYSICAL REQUIREMENTS:

To successfully perform this position, a person must be able to perform each essential duty satisfactorily. The qualification requirements listed below represent minimum levels of educational achievement, training, skill and/or ability necessary.

- Letter of Eligibility.
- Masters + 45 or Doctorate
- Ability to read, analyze and interpret general periodicals, professional journals, technical procedures or governmental regulations
- Ability to write reports, business correspondence and procedure manuals
- Possess effective interpersonal skills with the ability to interface diplomatically with other administrators, teachers, parents, students, Board members, support staff, colleagues, and outside professional contacts
- Ability to work with and apply mathematical concepts; ability to define problems, collect data, establish facts, and draw valid conclusions; proficiency in the use of technology for individual and system management, communication, and research; proficiency in presentation technology to enhance small and large group information and demonstration sessions
- Skills in coordinating and evaluating staff use of technology

Qualified candidate will be required to use hands to finger, handle or feel objects, tools or controls, and to talk and hear; Sit and occasionally be required to stand, walk, stoop, kneel and crouch; Have specific vision abilities, to include close vision, color vision, and the ability to adjust focus; Have the ability to lift and/or move up to 25 pounds; and possess effective communication, judgmental, planning and human relations skills, and will be required to work under periods of stress due to the level of the position responsibility.



Job Description – Superintendent (cont'd)

ESSENTIAL DUTIES AND RESPONSIBILITIES:

This list is intended to be illustrative rather than complete and serves to show major duties and responsibilities and does not express or imply that these are the only duties to be performed by the incumbent in this position. The employee will be required to perform any other position-related duties requested by the supervisor.

The management responsibilities of the Superintendent shall extend to all activities of the District, to all phases of the educational program, to all parts of the physical plan, and to the conduct of such other duties as may be assigned by the Board.

1. Operations

The Superintendent shall:

- a. Manage the work of all professional and non-professional personnel in planning and program development and direct all activities of the school district. The Superintendent may delegate the responsibilities, together with appropriate authority, but he/she may not delegate nor relinquish his/her ultimate responsibility for results or any portion of his/her accountability.
- b. Manage the development of long and short-range educational objectives for the improvement and growth of the school district and of educational activities in the school district.
- c. Manage the development of the overall educational process and administrative procedures and controls necessary to the implementation of educational programs for the achievement of the educational objectives of the school district.
- d. Manage the regular and systematic evaluation, analysis and appraisal of the achievements of pupils and the performance of personnel in each of the educational programs or activities against stated objectives of the school district.
- e. Report to the Board the progress and status of the programs and activities of the school district.
- f. Inform the Board on all matters of major importance or significance to the activities, programs, and progress of the school district.

2. Organization

The Superintendent shall:

- a. Establish and maintain an administrative organization which provides for the effective management of all the essential functions of the school district.
- b. Recommend proposed revisions to the organization of the management structure, including the establishment or elimination or revision of administrative positions.

3. Personnel

The Superintendent shall:

- a. Develop and recommend policies and programs for personnel recruitment, selection, and employment; employee relations; employee benefits and services; employee safety; personnel evaluation; and salary administration for the school district.
- b. Insure the maintenance of an adequate staff of properly trained administrative and supervisory personnel throughout the school district.



Job Description – Superintendent (cont'd)

ESSENTIAL DUTIES AND RESPONSIBILITIES: (cont'd)

- c. Recommend to the Board the selection, employment, assignment, transfer and suspension of professional and non-professional employees.
- d. Supervise assigned personnel and conduct periodic evaluations and appraisals of their performance.
- e. Recommend salary increases and salary adjustments for professional and non-professional employees.
- f. Develop and recommend to the Board job classifications for all new positions.

4. Finances

The Superintendent shall:

- a. Direct the development of the annual budget of the school district.
- b. Review and recommend programs and support data for funds to be included in the annual budget of the school district.
- c. Provide for the overall management of the school district's financial activities, and take appropriate action to assure that expenses are kept within the approved budgetary limits of the school district.
- d. Assist principals and directors in maintaining economy and efficiency in the operation of their administrative units.
- e. Maintain an active contact and familiarization with all local, state, federal, and philanthropic programs which provide or could provide financial assistance to the district.

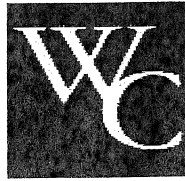
5. Relationships

The Superintendent shall:

- a. Act as executive officer for the Board.
- b. Act as professional advisor to the Board.
- c. Attend meetings of the Board with the right to comment on all issues.
- d. Prepare the agenda for all meetings of the Board, and deliver the agenda with pertinent information on each item in advance of the meeting.
- e. Participate in the affairs of local, state, and national professional organizations.
- f. Serve as a representative of the school system and the community at meetings on the local, state, and national level.
- g. Maintain a cooperative working relationship between the schools and the community and community agencies.
- h. Establish and maintain such other relationships within and outside the school district as required to carry out his/her responsibilities.

The West Chester Area School District is an equal opportunity employment, educational and service organization.

APPENDIX "B"



**West Chester Area School District
Act 93 Administrators'
Compensation Plan**

July 1, 2023 – June 30, 2027

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INTRODUCTION

It is the goal of the School Board to attract persons for its Management Team who will perform at a level which would place them in the top twenty percent of the Administrators employed countywide; and to pay its managerial employees (herein "Administrators") in a manner which reflects their administrator performance.

The Compensation Plan shall provide uniform and impartial treatment within the District.

The Board has set the levels of responsibility for each position; established salary differentiation between each level of responsibility beginning with the Superintendent as the chief executive and established salary ranges for each level of responsibility.

Salaries shall be based on daily performance and the achievement of yearly objectives.

- A. **Meet and Discuss Procedures** -The West Chester Area School District Board of School Directors agree to meet and discuss with a representative group of the Management Team to develop and implement a written compensation plan pursuant to the conditions outlined in Act 93, "Compensation Plan of School Administrators." It is understood that the written plan provisions may not be changed during the term of the plan except by mutual agreement that is signed by the West Chester Administrators' Act 93 Representative(s), unless the plan is required to be modified pursuant to law.
- B. **Term of Compensation Plan** - This plan is effective July 1, 2023 and shall continue until June 30, 2027.
- C. **Administrators Covered by the Plan** - This plan covers all members of the West Chester Area School District Management Team except those specifically not covered as a "School Administrator" pursuant to Pa. STAT. ANN. Tit. 24 Section 11-1164(a).

SALARY PLAN

- A. A salary range for each administrative position covered by the Plan has been established. The 2023-24 salary range is attached as Appendix A and shall serve as the basis for the Salary Plan administered as outlined in B through G below.
- B. The salary range shall be adjusted in July 2025 for determining salary minimums and maximums for each position during the 2025-26 school year by increasing the minimum and maximum salary by the base Act 1 index for the respective school year.
- C. **Performance Base Salary Increase:** Base Salary Increase shall be effective on July 1st of each year. The annual amount to be awarded for base salary increases shall be determined by multiplying the total base salaries of active Administrators on July 1st by the base Act 1 index for the respective school year. The base salary increase for each Administrator shall be determined by the total points earned as a percentage of total maximum points based on performance in Part 1 of the Administration Evaluation Instrument (See Appendix B). If the Administrator's base salary exceeds the salary maximum, the amount of the base salary increase exceeding the maximum shall be added to the Administrator's merit bonus in Section D of this agreement.
- D. **Performance Goals Merit Bonus:** In each year of this plan, each Administrator shall be eligible to receive a merit pay bonus above and beyond base salary increases outlined in Section C above. The performance goals merit bonus shall not be cumulative and shall be paid independently for each contract year. The amount of money available for

merit performance pay bonuses shall be determined by multiplying the base Act 1 index by the base salaries of the active Administrators at July 1st. Performance goals shall be established by the Superintendent or his/her designee. The annual performance goal merit bonus for each Administrator shall be determined by the total points earned as a percentage of total maximum points based on performance in Part 2 of the Administration Evaluation Instrument (See Appendix C).

- E. It is the intent of the Salary Plan for fully competent, experienced Administrator's base salary to be at the target salary of the salary range after four full years of proficient experience in the position utilizing the following benchmarks: Administrator new to the position earns eighty-five percent of target salary; year two, eighty-eight and three-quarter percent of target salary; year three, ninety-two and one-half percent of mid-point; year four, ninety-six and one-quarter percent of target salary; and year five, one hundred percent of target salary. The target salary shall be determined as 93% of the maximum salary for each position as exhibited in Appendix A. The Superintendent shall determine initial placement percentage to target salary in consideration of administrative experience and market conditions.

A change in an Administrator's percentage to target salary is conditioned upon the Administrator's performance. Failing/unsatisfactory performance in a given year freezes adjustment to target salary for that year and may reduce future year progress to target salary. Performance that is designated as "needs improvement" may also reduce the adjustment as determined by the Superintendent.

- F. A position's target salary may be lowered by the Superintendent if position responsibilities are changed. In this case, the Administrator's salary will remain frozen until such time as their current salary matches the new target salary for the position.
- G. A one-time bonus payment of \$2,500, less legally required withholdings, that will not be included in the Administrator's salary for future increases, will be made to any Administrator achieving a Doctorate Degree after July 1, 2016 with specific stipulations requiring the Doctorate Degree be part of a fully accredited program, and not be through an Online Doctoral Program.

BENEFITS

Medical & Prescription Drug Insurance

- A. Plans to be Offered - The Board shall offer the following medical and prescription drug plans to Administrators:
 1. Personal Choice HD1-HC1 w/\$10/\$20/\$20/\$100 integrated Rx Plan (Core Plan)
 2. Other Plans shall be offered for Administrators to purchase at an additional cost above and beyond the school district's cost for the Core Plan.
 - a. Personal Choice 7 w/\$10/\$20/\$20/\$100 Rx
 - b. Personal Choice 10/20/70 w/\$10/\$20/\$20/\$100 Rx
 - c. Personal Choice 20/30/70 w/\$10/\$20/\$20/\$100 Rx
 - d. Personal Choice 320 w/\$10/\$20/\$20/\$100 Rx

The Personal Choice 320 Plan will be subject to an annual in-network out of pocket maximum of \$2,300 for Single enrolled employees and \$4,600 for enrolled employees covering dependents.

When a generic drug is available, unless the physician has specified in writing that brand name is to be dispensed, the plan will only cover the cost of the generic drug, less the \$10.00 copay. Where the physician has specified in writing that a brand name drug must be dispensed, or where a generic drug is not available, the plan will cover the cost of the brand name drug, less the \$20.00 copay. The prescription drug plan is subject to Step Therapy, Prior Authorization, and Drug Quantity Management.

The maintenance program shall provide for two (2) co-pays per ninety (90) day supply through the mail order or through CVS Retail Pharmacies. This applies to all applicable maintenance drugs except specialty drugs as defined by the Pharmacy Benefit Manager (PBM). Specialty drugs are limited to a 30 day supply.

B. Allocation of Medical & Prescription Drug Benefit Premiums –

1. Effective July 1, 2023, the Board shall contribute 88.5% toward the medical and prescription drug benefit plan premiums for the Personal Choice HD1-HC1 with/\$10/\$20/\$20/\$100 integrated Rx. The Administrator will be responsible for the cost difference between the board's contribution level for the Personal Choice HD1-HC1 with/\$10/\$20/\$20/\$100 integrated Rx plan and the total cost of any non-Core plan offered with/\$10/\$20/\$20/\$100 integrated Rx and shall be paid through mandatory payroll deductions by the Administrator.
2. Effective July 1, 2024, the Board shall contribute 88% toward the medical and prescription drug benefit plan premiums for the Personal Choice HD1-HC1 with/\$10/\$20/\$20/\$100 integrated Rx. The Administrator will be responsible for the cost difference between the board's contribution level for the Personal Choice HD1-HC1 with/\$10/\$20/\$20/\$100 integrated Rx plan and the total cost of any non-Core plan offered with/\$10/\$20/\$20/\$100 integrated Rx and shall be paid through mandatory payroll deductions by the Administrator.
3. Effective July 1, 2025, the Board shall contribute 87.5% toward the medical and prescription drug benefit plan premiums for the Personal Choice HD1-HC1 with/\$10/\$20/\$20/\$100 integrated Rx. The Administrator will be responsible for the cost difference between the board's contribution level for the Personal Choice HD1-HC1 with/\$10/\$20/\$20/\$100 integrated Rx plan and the total cost of any non-Core plan offered with/\$10/\$20/\$20/\$100 integrated Rx and shall be paid through mandatory payroll deductions by the Administrator.
4. Effective July 1, 2026, the Board shall contribute 87% toward the medical and prescription drug benefit plan premiums for the Personal Choice HD1-HC1 with/\$10/\$20/\$20/\$100 integrated Rx. The Administrator will be responsible for the cost difference between the board's contribution level for the Personal Choice HD1-HC1 with/\$10/\$20/\$20/\$100 integrated Rx plan and the total cost of any non-Core plan offered with/\$10/\$20/\$20/\$100 integrated Rx and shall be paid through mandatory payroll deductions by the Administrator.

Administrators will be eligible for medical and prescription drug benefits the first of the month following their hire date.

Cadillac Tax Language: In the event all current plans meets or exceeds the Cadillac Tax, new healthcare plan options will be instituted that fall under the Cadillac Excise Tax for current Act 93 members and applicable retirees on District healthcare plans. The Board shall offer the Act 93 members and all applicable retirees plan option(s) that meet the minimum requirements of the ACA but does not exceed the Cadillac Excise Tax threshold.

DENTAL PLAN

Effective July 1, 2023 the Board will pay 88.5% of the premium cost for single and dependent coverage in the District's Dental Plan, which provides for the following coverage:

- A. Maximum coverage of \$2,500.00/year (excluding orthodontia) for employee and each dependent.
- B. 100% of UCR for preventative and basic
80% of UCR for major services, after \$10/\$30 annual deductible
- C. Orthodontia - 75% of UCR to an annual maximum of \$750.00 or lifetime maximum of \$1,500.00 per person.

Effective July 1, 2024 the Board will pay 88% of the premium cost for single and dependent coverage in the District's Dental Plan, which provides for the following coverage:

- A. Maximum coverage of \$2,500.00/year (excluding orthodontia) for employee and each dependent.
- B. 100% of UCR for preventative and basic
80% of UCR for major services, after \$10/\$30 annual deductible
- C. Orthodontia - 75% of UCR to an annual maximum of \$750.00 or lifetime maximum of \$1,500.00 per person.

Effective July 1, 2025 the Board will pay 87.5% of the premium cost for single and dependent coverage, in the District's Dental Plan, which provides for the following coverage:

- A. Maximum coverage of \$2,500.00/year (excluding orthodontia) for employee and each dependent.
- B. 100% of UCR for preventative and basic
80% of UCR for major services, after \$10/\$30 annual deductible
- C. Orthodontia - 75% of UCR to an annual maximum of \$750.00 or lifetime maximum of \$1,500.00 per person.

Effective July 1, 2026 the Board will pay 87% of the premium cost for single and dependent coverage in the District's Dental Plan, which provides for the following coverage:

- A. Maximum coverage of \$2,500.00/year (excluding orthodontia) for employee and each dependent.
- B. 100% of UCR for preventative and basic
80% of UCR for major services, after \$10/\$30 annual deductible
- C. Orthodontia - 75% of UCR to an annual maximum of \$750.00 or lifetime maximum of \$1,500.00 per person.

Administrators will be eligible for dental benefits the first of the month following their date of hire.

VISION CARE PLAN

Effective July 1, 2023 the Board will pay 88.5% of the premium cost for single and dependent coverage, for the District's Vision Plan, which provides for the following coverage:

- A. Examinations covered at 100% of UCR
- B. \$200.00 maximum for prescription glasses every twenty four months.
- C. Ocular examinations once every twenty four months.

Effective July 1, 2024 the Board will pay 88% of the premium cost for single and dependent coverage for the District's Vision Plan, which provides for the following coverage:

- A. Examinations covered at 100% of UCR
- B. \$200.00 maximum for prescription glasses every twenty four months.
- C. Ocular examinations once every twenty four months.

Effective July 1, 2025 the Board will pay 87.5% of the premium cost for single and dependent coverage for the District's Vision Plan, which provides for the following coverage:

- A. Examinations covered at 100% of UCR
- B. \$200.00 maximum for prescription glasses every twenty four months.
- C. Ocular examinations once every twenty four months.

Effective July 1, 2026 the Board will pay 87% of the premium cost for single and dependent coverage for the District's Vision Plan, which provides for the following coverage:

- A. Examinations covered at 100% of UCR
- B. \$200.00 maximum for prescription glasses every twenty four months.
- C. Ocular examinations once every twenty four months.

Administrators will be eligible for vision benefits the first of the month following their date of hire.

Same sex spousal coverage shall be available to employees who meet all of the following terms and conditions:

1. Is married or in a legally recognized Civil Union, at least eighteen (18) years of age, resides with the other spouse, and intends to continue to reside with the other Spouse for an indefinite period of time;
2. Is not related to the other Spouse by adoption or blood;
3. Is the sole Spouse of the employee;
4. Agrees to be jointly responsible for the basic living expenses and welfare of the Spouse;
5. Demonstrates financial interdependence by submission of proof of the following documents:
 - a. A valid and current marriage license, or a legally valid and recognized Civil Union consistent with the current Collective Bargaining Agreement between the professional employees of the Group; and at the District's discretion may request additional documentation, including the following:
 - i. Joint mortgage or lease;
 - ii. A designation of one of the Spouses as beneficiary in the other Spouse's will;
 - iii. A durable property and health care powers of attorney;
 - iv. A joint title to an automobile, or joint bank account or credit account; or

- v. such other proof as is sufficient to establish economic interdependency under the circumstances of the particular case.

WITHDRAWAL OF HEALTHCARE BENEFIT PROVISION

An Administrator may elect to opt out of healthcare benefits. The Administrator will receive a reimbursement at 45% of the Board cost for Employee/Spouse Coverage for each benefit for this purpose.

- o An Administrator is not eligible for the withdrawal reimbursement unless he/she has been enrolled in the benefit for one plan year.
- o If an Administrator chooses to drop the medical insurance provided by the Board, they must provide proof that they are covered by an eligible non-WCASD insurance program. Medicare and Individual Coverage are ineligible due to Federal Guidelines.
- o Effective June 30, 2023 Administrators previously receiving the withdrawal benefit provision while covered under a Spouses' WCASD health plan will no longer be eligible to receive the Withdrawal of Healthcare Provision.

RETIREMENT BENEFIT PROGRAM (FOR ALL CURRENT MEMBERS OF ACT 93)

Administrators who retire under the provision of the Pennsylvania School Employees' Retirement System, but not including a disability retirement, who have a minimum of twelve (12) years of service in the West Chester Area School District, have a minimum of five (5) years as an Administrator in the District and who are at least 50 years of age, will be entitled to receive benefits for Administrator and spouse*, in the group insurance programs (Hospitalization, Medical-Surgical & Major Medical Insurance, Dental, Vision, Life, and Prescription)

A. Duration

Administrators will receive the Retirement Benefit Program until the earlier of:

1. Medicare Eligibility Date (Age 65) or
2. Ten (10) years from the Date of Retirement.
3. *Retirement Benefit Program ends for spouse when the retiree turns 65.

B. Cost Sharing

All Administrators who are eligible for this benefit shall contribute toward single coverage in the Retirement Benefit Program at the same rate equivalent to the maximum reimbursement provided by the Public School employees Retirement System (currently \$100.00 per month) or at the same rate as if they were active Administrators electing the coverage in question, whichever is higher. In the event an Administrator is ineligible for the PSERS Premium Assistance Program, such employee shall contribute at the same rate as active Administrators.

The additional cost to the Board to provide coverage to the Administrator's spouse will be fifty percent (50%) paid by the Board and fifty percent (50%) paid by the Retired Administrator. The Retired Administrator will have a reduction in their portion of the monthly contribution for spousal coverage by three percent (3%) for each year of service over the minimum requirement of twelve (12) years of service in the District. The contribution for spousal coverage made by the Retired Administrator will in no case be less than ten percent (10%) of the cost of spousal coverage.

RETIREMENT BENEFIT PROGRAM (FOR ALL MEMBERS OF ACT 93 HIRED ON OR AFTER 7/1/2023)

Administrators who retire under the provision of the Pennsylvania School Employees' Retirement System, but not including a disability retirement, who have a minimum of fifteen (15) years of service in the West Chester Area School District, have a minimum of five (5) years as an Administrator in the District and who are at least 50 years of age, will be entitled to receive benefits for Administrator and spouse*, in the group insurance programs (Hospitalization, Medical-Surgical & Major Medical Insurance, Dental, Vision, Life, and Prescription)

C. Duration

Administrators will receive the Retirement Benefit Program until the earlier of:

1. Medicare Eligibility Date (Age 65) or
2. Seven (7) years from the Date of Retirement.
3. *Retirement Benefit Program ends for spouse when the retiree turns 65.

D. Cost Sharing

All Administrators who are eligible for this benefit shall contribute toward single coverage in the Retirement Benefit Program at the same rate equivalent to the maximum reimbursement provided by the Public School employees Retirement System (currently \$100.00 per month) or at the same rate as if they were active Administrators electing the coverage in question, whichever is higher. In the event an Administrator is ineligible for the PSERS Premium Assistance Program, such employee shall contribute at the same rate as active Administrators.

The additional cost to the Board to provide coverage to the Administrator's spouse will be fifty percent (50%) paid by the Board and fifty percent (50%) paid by the Retired Administrator. The Retired Administrator will have a reduction in their portion of the monthly contribution for spousal coverage by three percent (3%) for each year of service over the minimum requirement of twelve (12) years of service in the District. The contribution for spousal coverage made by the Retired Administrator will in no case be less than ten percent (10%) of the cost of spousal coverage.

MEDICAL SPENDING ACCOUNT

- A. Health Savings Account (HSA) – Effective July 1, 2023, the district shall make an HSA available for all eligible qualified members who enroll in the HSA-eligible HD1-HC1 plan. The district shall contribute \$500 per year for single / \$1,000 for employee and spouse, or employee and family, for the life of this contract for all members who enroll in the HSA-eligible Personal Choice HD1-HC1 w/\$10/\$20/\$20/\$100 integrated Rx plan. District Funding will take place after the new hire open enrollment window has expired and is only available for active employees who are eligible for an HSA as outlined in Section 223 of the Internal Revenue Code.
- B. Medical Flexible Spending Account - An Administrator may elect to contribute between \$240 and the annual maximum in pre-tax dollars determined by the Internal Revenue Code. Medical spending account expenses can be reimbursed for the Administrator's spouse or the Administrator's tax-qualified domestic partner and/or Internal Revenue Code eligible dependents.

Eligible expenses will be in accordance with the requirements of federal law.

Over-the-counter medicines are no longer reimbursable through this FSA without a doctor's prescription.

Newly hired Administrators are eligible the first of the month following their date of hire.

DEPENDENT CARE ACCOUNT FSAs

- A. An Administrator may elect to contribute up to \$5,000 annual maximum per household (\$2,500 if the Administrator is married and files taxes separately from the Administrator's spouse) of pre-tax dollars to pay for eligible dependent day care expenses.
- B. Newly hired Administrators are eligible the first of the month following their date of hire.

PHYSICAL EXAMINATION

- A. Full costs for an annual comprehensive physical examination each school year, until retirement.

GROUP TERM LIFE INSURANCE (INCLUDES DOUBLE INDEMNITY)

- A. Three times annual salary rounded to the nearest hundred, plus \$15,000.00
- B. Minimum benefit of \$5,000 and a maximum benefit of \$750,000. Benefit amounts are subject to the standard reduction schedule once an employee reaches SSNRA. This benefit will be provided subject to the condition and limitations of the insurance policy purchased by the District.
- C. Coverage is effective the first of the month following date of employment.

GROUP TRAVEL ACCIDENT PROTECTION

- A. In event of injury to covered person, \$25,000 to \$100,000
- B. \$1,000,000 for loss of life

SALARY CONTINUATION FOR EXTENDED ILLNESS/DISABILITY

- A. Eligibility for this benefit is the first of the month following date of employment.
- B. 60% of salary up to \$6,000 total monthly income paid until retirement, after a 90-day elimination period.
- C. The monthly premium cost, which is included in salary, will be taken as a benefit deduction on a post-tax basis.

This benefit will be provided subject to the condition and limitations of the insurance policy purchased by the District.

TUITION REIMBURSEMENT FOR GRADUATE CREDITS

Pre-approval of graduate courses required by immediate supervisor and by the Superintendent.

- A. Courses must be completed with a grade of "B" or better.
- B. Costs per credit hour for graduate courses reimbursed at 100 percent up to the current West Chester University rate per graduate credit.
- C. No more than eighteen (18) credits may be taken during any school year, July 1 through June 30.

The Superintendent may on a case by case basis, approve additional increases based on market conditions and/or survey information on the per credit rates of the universities typically used by Administrators for their coursework. Administrators may receive a cap of twenty-one (21) credits during any school year, July 1 through June 30, to be determined by the superintendent on a case-by-case basis.

The Board will allow reimbursement of non-graduate credit courses taken to satisfy the requirements of Act 45 of the Pennsylvania School Code. These courses must be taken within two years of the administrator's deadline for achieving the credits required by Act 45 to maintain appropriate certification for their position. Reimbursement for such courses is contingent on the following:

- A. Approval by immediate supervisor and by the Superintendent.
- B. Course must be taken outside of Administrator's work hours.

Any administrator that leaves the employment of the District of the Act 93 group within 3 years of the conferral of their degree, certification, or date of last completed class for any reason (including voluntary resignation, retirement, involuntary resignation, termination of employment, etc.) must repay the District 100% of the costs of reimbursement from the District. This time period shall be exactly 3 years from the conferral date of the degree/certification/date of last completed class to the date of severance of employment from the District or Act 93 group. The administrator must refund all reimbursement funds to the District within 3 months of release from the District or Act 93 group. This includes the \$2,500 bonus that is awarded for the conferral of a doctorate degree.

SEVERANCE PAY FOR RETIREES

- A. Administrators who retire under the provision of the Pennsylvania School Employee's Retirement System and who have been employed (and approved leave shall be included) in the West Chester Area School District for twelve (12) or more years of service will be entitled to a severance payment based upon the number of unused but accrued sick days multiplied by the Daily Rate.

The severance payment would be calculated on an "early notification rate" in the event the District receives a notification from the Administrator 120 days preceding the date when the Administrator intends to retire based upon the schedule set forth below:

Number of Accrued Sick Days	Daily Rate	Early Notification Rate
1-100	\$45.00	\$60.00
101-200	\$55.00	\$70.00
201+	\$65.00	\$80.00

Payment will be made into the Administrator's 403 (b) and/or 457(b) plan through a non-elective contribution.

- B. Administrators who retire under the provision of the Pennsylvania School Employees' Retirement System and who have been employed (and approved leave shall be included) in the District for twelve (12) or more years of service, have been an Administrator in the West Chester Area School District for five (5) or more years with the District will be entitled to the following severance at the conclusion of their service:

1. For Administrators retiring after five (5) years of service and before ten (10) years of service, Administrators will be paid .5% of their final year's salary multiplied by their years of service as an Administrator.
2. For Administrators retiring after ten (10) years of service, Administrators will be paid 1.0% of their final year's salary multiplied by their years of service as an Administrator

Payment will be made by the District in the form of a non-elective contribution to Administrator's 403 (b) and/or 457 (b) plan.

457(b) PROGRAM FOR ADMINISTRATORS

An annual contribution will be made by the Board to a 457(b) plan that shall be determined by 2.86% of the salary pool for Administrators, with contributions for each Administrator determined by the total points earned as a percentage of total maximum points based on performance in Part A and Part B of the Administration Evaluation Instrument (See Appendix D).

- A. Each year's contribution will be paid to Administrator during first pay in July (no vesting).
- B. Administrators working less than a full year will be pro-rated based on months of service. (12 months for a 12-month employee and 10 months for a 10-month employee) preceding the July 1 contribution date in order to be eligible for a contribution.

Administrators can also defer their own salary into the 457(b) plan, so long as there is no cost to the Board.

LEAVE TIME

VACATION LEAVE

- A. Principals, Asst. Principals, and twelve-month Supervisors earn 15 paid days each school year, pro-rated. District Office Administrators earn 20 paid days each school year, prorated.
- B. Administrators and Supervisors with 7 years Management Team service within the District are entitled to 1 additional vacation week. Seven years of service is defined as receiving seven, satisfactory annual evaluations.
- C. Administrators and Supervisors with 12 years Management Team service are entitled to 1 additional vacation week each full school year for a total of 5 weeks for Principals, Asst. Principals and twelve month Supervisors and a total of 6 weeks for District office Administrators. No more than one consecutive vacation day may be taken during the school calendar year without the Superintendent's approval.
- D. Administrators new to the District or Management Team will be awarded vacation determined by the Superintendent.
- E. Vacation benefits do not apply to ten-month (207-day) Supervisors.
- F. Administrators may rollover unused vacation days from one year to the next as long as the combined balance of rollover vacation days and the current allotment of vacation days do not exceed 35 days.
- G. Administrators must use a minimum of 10 vacation days each year to be eligible for the rollover.
- H. Administrators may receive a cash payment for up to 10 unused vacation days each year.

The District will allow for vacation time to be used prior to being earned in the first year of employment up to a maximum of 15 days. In the event an administrator leaves the service of the District before these days are earned, a prorated deduction will be made from the final pay reflecting the vacation leave days taken, but not earned.

SICK LEAVE

One day per month, to 10 or 12 per year depending on work schedule, cumulative. Administrators shall be permitted to use up to five (5) of their accrued sick days per contract year for care of an immediate family member. Immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law. Included within the immediate family is any near relative who resides in the same household.

HOLIDAYS

- A. District Office Administrators are paid for 11 days each fiscal year: New Year's Day, Dr. Martin Luther King, Jr. Commemorative, Lincoln-Washington Commemorative, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving (2) and Christmas (2).
- B. Ten-month (207-day) Supervisors, twelve-month Supervisors, and twelve-month Administrators assigned to schools are paid for the following holidays: Winter Vacation, Spring Vacation, Dr. Martin Luther King, Jr. Commemorative, Lincoln-Washington Commemorative, Memorial Day, Labor Day, and Thanksgiving (2).

Religious Holiday Each regular employee may be granted up to 3 days to fulfill religious obligations. Such time shall be charged against days allowed for personal and or vacation leave days.

MANDATORY DIRECT DEPOSIT LANGUAGE

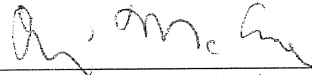
Administrators shall be required to (1) set up a bank account that can receive direct deposit checks from the District and (2) execute any and all forms or consents that would enable mandatory direct deposit of District payroll and other checks as a precondition for receiving any monetary payments or compensation from the District. Prior to making future changes to District payroll that would impact the Administrators' receipt of any monetary payment or compensation from the District, the District will meet and discuss such changes with the Act 93 Leadership.


MISCELLANEOUS

- A. Bereavement time up to 5 days for immediate family and 1 day for near relative (each occasion) – (*Board Policy 336*)
- B. Jury duty/witness in Court as needed – (*Board Policy 342*)
- C. Maternity/Childrearing (disability) leave (paid) – (*Board Policy 334*)
- D. Maternity/Childrearing (personal) leave (unpaid) for a maximum period of 1 year from the date of childbirth or custody of an adopted infant – (*Board Policy 334*)
- E. Military leave (unpaid) – (*Board Policy 336*)
- F. Military training (maximum of 15 days each year) – (*Board Policy 336*)
- G. Attendance at conferences/conventions will be determined by Superintendent or his/her designee.

ADOPTED BY THE BOARD OF SCHOOL DIRECTORS OF THE WEST CHESTER AREA
SCHOOL DISTRICT:

Date: 11.22.2021

By: 
(President)

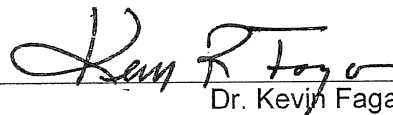
Attest: 
(Secretary) **Linda Cherashore**
Board Secretary

WEST CHESTER ADMINISTRATORS' ACT93 REPRESENTATIVE

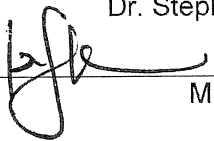
11-30-21
Date

11/24/21
Date

11/24/21
Date


Dr. Kevin Fagan


Dr. Stephen Catrambone


Mr. Ian Kerr

APPENDIX A

West Chester Area School District			
Act 93 Salary Ranges			
2023-24			
ACT 93 Position	Minimum	Maximum	Target Salary
DIRECTORS	\$ 151,222	\$ 196,612	\$ 182,849
ASSISTANT TO THE DIRECTORS (ELEMENTARY, SECONDARY, PUPIL SERV)	\$ 142,362	\$ 185,732	\$ 172,731
ASSISTANT DIRECTOR (BUSINESS AFFAIRS, HUMAN RESOURCES, TECHNOLOGY)	\$ 128,126	\$ 167,159	\$ 155,458
MANAGERS (CAPITAL PROJECTS & COMMUNICATIONS)	\$ 106,800	\$ 135,762	\$ 126,259
SUPERVISORS	\$ 113,969	\$ 148,430	\$ 138,040
ELEMENTARY SCHOOL PRINCIPALS	\$ 126,937	\$ 162,019	\$ 150,677
MIDDLE SCHOOL PRINCIPALS	\$ 133,794	\$ 174,511	\$ 162,295
ASSISTANT MIDDLE SCHOOL PRINCIPALS	\$ 113,969	\$ 144,343	\$ 134,239
HIGH SCHOOL PRINCIPALS	\$ 142,362	\$ 185,732	\$ 172,731
ASSISTANT HIGH SCHOOL PRINCIPALS	\$ 113,969	\$ 144,343	\$ 134,239
HIGH SCHOOL ATHLETIC DIRECTORS (207 DAYS)	\$ 93,176	\$ 117,869	\$ 109,619
PUBLIC SAFETY SUPERVISOR	\$ 92,282	\$ 118,172	\$ 109,900
COORDINATOR (INSTRUCTIONAL TECHNOLOGY)	\$ 92,282	\$ 118,172	\$ 109,900
COORDINATOR (195 DAYS) (SOCIAL WORK & NURSING SERVICES)	\$ 86,160	\$ 111,174	\$ 103,392

APPENDIX B: Part 1-Sample Evaluation Rubric for Base Pay Increase
Sample Evaluation Instrument

Name _____
 Location/Date _____

PART A: LEADERSHIP DIMENSION

<i>Leadership Dimension</i>	<i>Exemplary</i>	<i>Proficient</i>	<i>Progressing</i>	<i>Not Meeting Standards</i>
1.0 Student Achievement				
1.3 Ensure Equity	In addition to proficient criteria, <ul style="list-style-type: none"> The principal engages in a range of ongoing activities that shape and reinforce a professional culture by conveying a consistent set of beliefs, values, and assumptions regarding the educability of all students in a standards-based system and the principle of equity. The principal models a commitment to high standards for all students and to closing the achievement gap among all subgroups of students; these actions encourage and influence the faculty to embrace and demonstrate shared commitment to these beliefs and values. 	<ul style="list-style-type: none"> The principal provides opportunities for faculty to examine their understandings of standard-based education, equity, and excellence and to identify ways in which current beliefs, values and practices fall short of desired ideals. The principal examines ways in which actions and communications influence shared values. The principal identifies and uses strategies to support needed changes as necessary in moving the school toward greater equity. 	<ul style="list-style-type: none"> The principal demonstrates awareness of equity issues and has begun to identify specific strategies for improvement. 	<ul style="list-style-type: none"> The principal does not recognize or fails to recognize equity issues.
	3.0 to 4.0	2.0 to 2.9	1.0 to 1.9	Below 1.0

Comments: _____

APPENDIX B: Part 1-Sample Evaluation Rubric for Base Pay Increase

Sample Evaluation Instrument

Name _____

Location/Date _____

PART A: LEADERSHIP DIMENSION

<i>Leadership Dimension</i>	<i>Exemplary</i>	<i>Proficient</i>	<i>Progressing</i>	<i>Not Meeting Standards</i>
2.0 Communication				
2.1 Two-way communication with staff	In addition to proficient criteria, <ul style="list-style-type: none"> The principal engages in active listening with the staff. The principal holds numerous individual and small group meetings with staff. 	<ul style="list-style-type: none"> Staff meetings include open discussions with two-way conversations. Staff members regularly have the opportunity for one-to-one meetings with the principal. The principal knows all staff members and makes an effort to recognize the personal and individual contribution each one makes. 	<ul style="list-style-type: none"> Typically limits listening to questions during staff meetings. Staff meetings occasionally include open discussions. Staff members have limited opportunity for one-to-one meeting with principal. The principal knows staff members but does not consistently recognize personal and individual contributions. 	<ul style="list-style-type: none"> Staff meetings consist of the reading of announcements with little or no interaction. Little or no two-way communication with staff.
	3.0 to 4.0	2.0 to 2.9	1.0 to 1.9	Below 1.0

Comments: _____

2.2 Two-way communication with parents	In addition to proficient criteria, <ul style="list-style-type: none"> Clear evidence of parent-centered communication, including open forums, focus groups, surveys, appointments, and extensive use of technology. Data suggests that parents feel empowered and supportive of educational objectives. 	<ul style="list-style-type: none"> Conducts frequent interactions with parents, including newsletters, personal briefings, appointments, calls, and the use of technology (voice mail, hot lines, e-mail, Web sites, presentation software) where appropriate. Clear evidence of decisions based on input from parents. Promotes the school's accomplishment through the media and central administration. 	<ul style="list-style-type: none"> Only routine interaction with parents is in evidence. 	<ul style="list-style-type: none"> Little or no evidence of two-way communication with parents.
	3.0 to 4.0	2.0 to 2.9	1.0 to 1.9	Below 1.0

Comments: _____

APPENDIX B: Part 1-Sample Evaluation Rubric for Base Pay Increases

Sample Evaluation Instrument

Name _____
 Location/Date _____

PART A: LEADERSHIP DIMENSION

<i>Leadership Dimension</i>	<i>Exemplary</i>	<i>Proficient</i>	<i>Progressing</i>	<i>Not Meeting Standards</i>
3.0 Faculty Development				
3.1 Understanding of faculty proficiencies and needs for further development.	In addition to proficient criteria, <ul style="list-style-type: none"> The principal has also demonstrated a record of professional development opportunities linked to the needs of each faculty member. The principal personally participates in professional development to demonstrate a commitment to lifelong learning. 	<ul style="list-style-type: none"> The principal has created learning plans for the faculty based upon identified needs. Professional development activities reflect the prioritized needs of these plans. 	<ul style="list-style-type: none"> The principal is aware of differentiated needs of faculty members, but there are few instances of differentiated professional development. 	<ul style="list-style-type: none"> Professional development is typically "one size fits all" and there is little or no evidence of recognition of individual faculty needs.
	3.0 to 4.0	2.0 to 2.9	1.0 to 1.9	Below 1.0

Comments: _____

3.2 Personal participation in leading professional development.	In addition to proficient criteria, <ul style="list-style-type: none"> The principal is also an active participant in teacher-led professional development. Through a commitment of time and intellect, the principal is a learner and is willing to learn from colleagues on a regular basis. The principal shares learning experiences with other leaders and colleagues throughout the system. 	<ul style="list-style-type: none"> The principal devotes faculty meetings to professional development, not announcements. The principal personally leads professional development several times each year. 	<ul style="list-style-type: none"> The principal sometimes devotes faculty meetings to professional development and occasionally shares personal learning experience with colleagues. 	<ul style="list-style-type: none"> The principal displays little or no evidence of new learning.
	3.0 to 4.0	2.0 to 2.9	1.0 to 1.9	Below 1.0

Comments: _____

APPENDIX B: Part 1-Sample Evaluation Rubric for Base Pay Increase

Sample Evaluation Instrument

Name _____
 Location/Date _____

PART A: LEADERSHIP DIMENSION

<i>Leadership Dimension</i>	<i>Exemplary</i>	<i>Proficient</i>	<i>Progressing</i>	<i>Not Meeting Standards</i>
4.0 Management				
4.3 Choices for time/task management reflect a focus on the most important priorities.	In addition to proficient criteria, <ul style="list-style-type: none"> The principal allocates his/her time to ensure that the district achieves its strategic priorities. The principal prioritizes daily tasks which are updated regularly and as priorities change. 	<ul style="list-style-type: none"> The priorities of the organization and the priorities of the principal are closely matched. The principal has a documented history of managing projects and meeting deadlines. 	<ul style="list-style-type: none"> The principal is aware of organizational priorities but the daily operations frequently intrude. 	<ul style="list-style-type: none"> The principal is unaware of or indifferent to organizational priorities.
	3.0 to 4.0	2.0 to 2.9	1.0 to 1.9	Below 1.0

Comments: _____

4.2 Ensure a Safe School Environment	In addition to proficient criteria, <ul style="list-style-type: none"> The principal institutionalizes values, norms, and practices that promote and enhance shared responsibility among all members of the school community for student achievement through positive climate. The principal facilitates members of the school community in ongoing refinement of their commitment to developing and sustaining an environment that supports the physical, emotional, intellectual, and social well-being of all. 	<ul style="list-style-type: none"> The principal communicates regularly with members of the school community so that they are aware of these expectations and understand their roles in maintaining school safety. The principal implements a range of collaborative activities and processes that contribute to the maintenance of the site as a safe, attractive, warm, and nurturing environment for adults and students. The principal works with students and staff to internalize responsibility for school safety and climate. The principal supports staff and students in exercising leadership to create such an environment. 	<ul style="list-style-type: none"> The principal ensures that appropriate policies, plans, and monitoring activities are in place to maintain the school as a safe environment. 	<ul style="list-style-type: none"> The principal does not ensure a safe school environment
	3.0 to 4.0	2.0 to 2.9	1.0 to 1.9	Below 1.0

Comments: _____

APPENDIX B: Part 1-Sample Evaluation Rubric for Base Pay Increases

Sample Evaluation Instrument

Name _____
 Location/Date _____

PART A: LEADERSHIP DIMENSION

<i>Leadership Dimension</i>	<i>Exemplary</i>	<i>Proficient</i>	<i>Progressing</i>	<i>Not Meeting Standards</i>
4.0 Management				
4.3 Student Discipline	In addition to proficient criteria, <ul style="list-style-type: none"> Students are self-directed and make a safe learning environment a top priority as demonstrated by their actions. 	<ul style="list-style-type: none"> The principal makes student-centered responsibility the cornerstone of disciplinary decisions making and provides ongoing opportunities for all students to be heard regarding their physical and emotional safety. 	<ul style="list-style-type: none"> The principal develops and implements school-wide discipline plans. 	<ul style="list-style-type: none"> The principal does not develop or implement school-wide discipline plans.
	3.0 to 4.0	2.0 to 2.9	1.0 to 1.9	Below 1.0

Comments: _____

APPENDIX C: Part 2-Sample Evaluation Rubric for Merit Pay Increases
Sample Evaluation Instrument
Name
Location/Date

PART A: LEADERSHIP DIMENSION

<i>Leadership Dimension</i>	<i>Exemplary</i>	<i>Proficient</i>	<i>Progressing</i>	<i>Not Meeting Standards</i>
1.0 Student Achievement				
1.1 Student achievement goals and results	In addition to proficient criteria, <ul style="list-style-type: none"> Consistent record of improved student achievement on multiple indicators of student success. Student success occurs not only on the overall averages, but in each group of historically disadvantaged students. Explicit use of previous data indicates that the leader has focused on improving performance. 	<ul style="list-style-type: none"> Goals and strategies reflect a clear relationship between the actions of teachers and leaders and the impact on student achievement Average of the student population improves as does the achievement of each group of students who have previously been identified as needing improvement. 	<ul style="list-style-type: none"> Has established goals related to student achievement that are specific and measurable, but these efforts have yet to result in improved student achievement. 	<ul style="list-style-type: none"> Focuses more on student characteristics than on the actions of the teachers and leaders in the system. Goals are neither measurable nor specific. Has not taken decisive action to change time, teacher assignment, curriculum, leadership practices, or other variables in order to improve student achievement.
	3.0 to 4.0	2.0 to 2.9	1.0 to 1.9	Below 1.0

Comments: _____

1.2 Use of student achievement data to make instructional leadership decisions in teacher assignment, course content, schedule, and student curriculum based on specific needs for improved student achievement.	In addition to proficient criteria, <ul style="list-style-type: none"> There is clear evidence of the use of data from state, district, building and classroom data to make specific and observable changes in teaching, curriculum and leadership decision. Empowers teaching and administrative staff to draw inferences from data. The principal regularly shares with teachers both successes and failures based on local data analysis. Faculty meetings and professional development meetings are focused on the locally produced academic reports, and there is clear evidence of changes in leadership, teaching, and curriculum as a response to these analyses. 	<ul style="list-style-type: none"> Uses multiple data sources, including state and district assessments. Systematically examines data at the subscale level to find strengths and challenges. Can specifically document examples of decisions and evidence of changes in teaching, assignment, curriculum, assessment, and intervention that have been made on the basis of data analysis. 	<ul style="list-style-type: none"> Is aware of state and district results and has discussed those results with staff, but has not linked specific decisions to the data. Participation in data-driven decision-making workshops, and limited evidence of changes based on data. 	<ul style="list-style-type: none"> Fails to use data, no changes in schedule, instruction, curriculum, or leadership compared to the previous year.
	3.0 to 4.0	2.0 to 2.9	1.0 to 1.9	Below 1.0

Comments: _____

APPENDIX D: Sample Evaluation Instrument Summary Page

Sample Evaluation Instrument

Name
Location/Date

PART 1: LEADERSHIP – Base Pay Performance Evaluation

(Maximum Points = 28)

Points Earned

_____ ÷ 28 = _____

Total Points Part 1: _____

PART 2: LEADERSHIP – Student Achievement- Merit Pay

(Maximum Points = 12)

Points Earned

_____ ÷ 12 = _____

Total Points Part 2: _____

I have reviewed and discussed this evaluation.

Administrator Signature Date

Evaluator Signature Date

**WEST CHESTER AREA SCHOOL
DISTRICT Superintendent
Performance Evaluation**

APPENDIX "C"

Performance Levels for Base Pay

INSTRUCTIONS Eight broad areas of responsibility are defined below. In the block provided for each area, select the category that best summarizes your evaluation of performance level in that area. Comments, Suggestions for Improvement and Commendations may be included.

The final evaluation completed by the Board of School Directors should be an evidence-based consensus on the Superintendent's performance in every area of the evaluation rather than 'averaging' the feedback of the Board.

In the event the Board consensus determines that the performance of the 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 Superintendent. The District Superintendent shall have the right to make a written response to the evaluation.

Definitions of Performance Levels

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

EXEMPLARY:	Performance in the specific duty or responsibility is more than accepted norms. The results and objectives achieved exceed the standards for acceptable performance
PROFICIENT:	Performance in the specific duty or responsibility is fully acceptable. The results and objectives and achieved meet the standards for acceptable performance.
PROGRESSING TOWARD EXPECTATION:	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:	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 Level				Comments, Suggestions for Improvement, Commendations
	UN	PTE	P	EX	
Operation of the School District					
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.					
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.					
Overall Performance Operation of the School District					
Relationships with the Board	UN	PTE	P	EX	
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.					

Areas of Responsibility	Performance Levels				Comments, Suggestions for Improvement, Commendations
	UN	PTE	P	EX	
Relationships with the Board (Continued)					
Offers recommendations on items requiring Board action with appropriate back-up information.					
Builds effective relationships with all Board members.					
Overall Performance Relationships with the Board					
Community Relations					
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 operation of the District.					
Keeps community informed of programs and events.					
Successfully builds school/community partnerships that benefit students and staff.					
Uses the news media effectively and develops a professional relationship with media representatives.					
Overall Performance Community Relations					
Staff Relations					
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 shared with the Board.					

Areas of Responsibility	Performance Levels				Comments, Suggestions for Improvement, Commendations
	UN	PTE	P	EX	
Staff Relations (Continued)					
Motivates the staff positively by treating all personnel fairly, encouraging participation in planning, curriculum development and policy preparation, and providing recognition for good work.					
Demonstrates shared leadership and collaborative decision making and 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.					
Overall Performance Staff Relations					
Curriculum/Assessment					
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.					

APPENDIX "C"

Areas of Responsibility	Comments, Suggestions for Improvement, Commendations				
Curriculum/Assessment (Continued)	UN	PTE	P	EX	
Interprets and/or supervises the implementation of all Federal and State laws relevant to education.					
Overall Performance Curriculum/Assessment					
Human Resources	UN	PTE	P	EX	
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.					
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.					
Overall Performance Human Resources					
Business, Finance and Facilities	UN	PTE	P	EX	
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.					

Areas of Responsibility	Performance Levels				Comments, Suggestions for Improvement, Commendations
	UN	PTE	P	EX	
Business, Finance and Facilities (Continued)					
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.					
Overall Performance Business, Finance, and Facilities					
Professionalism	UN	PTE	P	EX	
Maintains appropriate standards of ethics, honesty, and integrity.					
Exercises good judgement, 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 judgement in decision making.					
Overall Performance Professionalism					

APPENDIX "C"

Total Score Base Pay Evaluation

Operation of the District	Relationships with the Board	Community Relations	Staff Relations	Curriculum/ Assessment	Human Resources	Business, Finance and Facilities	Professionalism	Overall Rating

APPENDIX "D"

Objective Performance Standards for Merit Pay

INSTRUCTIONS Four specific areas of responsibility are defined below. In the block provided for each area, select the category that best summarizes your evaluation of performance level in that area. Comments, Suggestions for Improvement and Commendations may be included.

The final evaluation completed by the Board of School Directors should be an evidence-based consensus on the Superintendent's performance in every area of the evaluation rather than 'averaging' the feedback of the Board.

In the event the Board consensus determines that the performance of the 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 Superintendent. The District Superintendent shall have the right to make a written response to the evaluation.

Definitions of Performance Levels

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

EXEMPLARY:	Performance in the specific duty or responsibility is more than accepted norms. The results and objectives achieved exceed the standards for acceptable performance
HIGH PROFICIENT:	Approaches exemplary performance.
PROFICIENT:	Performance in the specific duty or responsibility is fully acceptable. The results and objectives and achieved meet the standards for acceptable performance.
PROGRESSING:	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:	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.

Objective Performance Standard 1 Communication	Unsatisfactory	Progressing	Proficient	High Proficient	Exemplary
Superintendent, in collaboration with the Board of School Directors, communicates with and effectively engages the staff and members of the community, clearly articulating and clarifying the district vision, addressing local and broader issues affecting the district, and building support for district initiatives, programs and short/long-range plans.					
Key Performance Indicators					
Effectively works with the Board and District administrators to develop and monitor the district's communication and branding strategy.					
Ensures that the Board receives timely and relevant information related to crisis situations, situations of significant public concern, and items that the Board is expected to take official action.					
Works successfully with the Board to build support in the community for the district's vision, mission, and both long and short-term priorities.					
Demonstrates sound judgment and an understanding of brand management when communicating with the public.					
Maximizes utilization of multiple methods for delivering accurate, timely, and reliable information to the Board and community.					
Successfully builds 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 Policy and guidelines.					
Overall Performance	Unsatisfactory	Progressing	Proficient	High Proficient	Exemplary
How would you classify the superintendent's overall performance in the area of Communication and Community Relations?					
Comments:					

Objective Performance Standard 2 Student Growth and Achievement	Unsatisfactory	Progressing	Proficient	High Proficient	Exemplary
<p>Superintendent, in collaboration with the Board of School Directors, uses multiple data sources to assess student performance and growth within the District.</p> <p>The Superintendent and Board of School Directors jointly set annual or other District objectives for performance and growth based on measures of student academic performance.</p> <p>The Superintendent directs District resources to achieve these objectives and the effectiveness of the District's performance in meeting these objectives is evaluated jointly by the Superintendent and Board of School Directors.</p>					
<p>Key Performance Indicators</p>					
<p>Effectively works with the Board to develop and monitor district policy and administrative regulations related to Student Growth and Achievement.</p>					
<p>Appropriately monitors student achievement in varied measures and has actively developed successful strategies for improvement.</p>					
<p>Provides the Board with regional and national comparative data on District performance on standardized tests and utilizes strategies to maintain or advance the District's regional and national standing.</p>					
<p>Establishes clear strategies and enacts plans to ensure that students meet growth and performance measures identified jointly with the Board.</p>					
<p>Overall Performance</p>	Unsatisfactory	Progressing	Proficient	High Proficient	Exemplary
<p>How would you classify the superintendent's overall performance in the area of Student Performance and Achievement?</p>					
<p>Comments:</p>					

Objective Performance Standard 3 Organizational and Strategic Leadership	Unsatisfactory	Progressing	Proficient	High Proficient	Exemplary
Superintendent works collaboratively with the Board and the community to develop and implement an inclusive vision for the district.					
Key Performance Indicators					
Collaboratively leads the development of a District vision that is focused on educating students achieve their personal best and to be successful in a rapidly changing global economy and in the local community.					
Ensures that District priorities and initiatives are in alignment with a clearly defined and well-articulated vision for the District.					
Develops and implements operational plans and processes to accomplish strategic goals aligned to the District's Vision.					
Increases the capacity of the organization through effective use of the organizational chart and through the development of individual capacity within members of the administrative team.					
Is skilled in identifying, analyzing, and resolving problems that impact the District.					
Overall Performance	Unsatisfactory	Progressing	Proficient	High Proficient	Exemplary
How would you classify the superintendent's overall performance in the area of Organizational and Strategic Leadership?					
Comments:					

Objective Performance Standard 4 Climate and Cultural Leadership	Unsatisfactory	Progressing	Proficient	High Proficient	Exemplary
The Superintendent works collaboratively with the Board and administration to positively influence the climate and culture of the District.					
Key Performance Indicators					
Demonstrates an ability to assist and motivate others to achieve personal, professional, and District goals.					
Maintains a regular presence in district buildings and at district events for the purpose of monitoring effectiveness or programming and developing relationships with District staff and community members.					
Establishes multiple measurements of school climate and staff engagement and collaboratively develops action plans at the District and building levels to improve identified areas of focus.					
Establishes multiple measurements of parental and community focus and collaboratively develops action plans at the District level to improve identified areas of focus.					
Overall Performance	Unsatisfactory	Progressing	Proficient	High Proficient	Exemplary
How would you classify the superintendent's overall performance in the area of Organizational and Strategic Leadership?					
Comments:					

West Chester Area School District Superintendent Evaluation Scoring Sheet

Evaluation Instrument Summary Page

PART 1: LEADERSHIP- Base Pay Performance Evaluation

Overall Performance	Unsatisfactory	Progressing Toward Expectation	Proficient	Exemplary
Operations of the School District				
Relationships with the Board				
Community Relations				
Staff Relations				
Curriculum/Assessment				
Human Resources				
Business, Finance, and Facilities				
Professionalism				

(Maximum Points= 32)

Points Earned _____

Overall Rating	Unsatisfactory	Progressing	Proficient	Exemplary

Superintendent's Final Rating will be the category chosen most often by Board members.

PART 2: LEADERSHIP - Merit Pay for Objective Performance Standards

Overall Performance	Unsatisfactory	Progressing	Proficient	High Proficient	Exemplary
Communications					
Student Growth and Achievement					
Organizational and Strategic Leadership					
Climate and Cultural Leadership					

Overall Rating	Unsatisfactory Act 1 Multiplier (0%)	Progressing Act 1 Multiplier (25%)	Proficient Act 1 Multiplier (50%)	High Proficient Act 1 Multiplier (75%)	Exemplary Act 1 Multiplier (100%)

Superintendent's Final Rating will be the category chosen most often by Board members.

I have reviewed and discussed this evaluation.

Superintendent's Signature

Date

Board President's Signature

Date