

## **AGREEMENT**

THIS AGREEMENT is made effective the 1<sup>st</sup> day of July, 2022 (“Agreement”) by and between the BOARD OF SCHOOL DIRECTORS OF THE WILSON SCHOOL DISTRICT, with its principal offices located at 2601 Grandview Boulevard, West Lawn, Pennsylvania 19609 (“Board”), and CHRISTOPHER A. TRICKETT, Ed.D. (“Dr. Trickett” or “Superintendent”) (collectively, the “Parties”).

## **WITNESSETH:**

WHEREAS, the Board, by action dated June 6, 2022, has voted to elect Dr. Trickett as the superintendent for the Wilson School District (“District”), effective July 1, 2022;

WHEREAS, the Board desires to provide Superintendent with a written employment agreement in order to: (1) enhance administrative stability and continuity within the District, which the Board believes generally improves the quality of its overall educational program; and (2) to comply with the employment agreement provisions of Act 141 and Act 82 of 2012; and

WHEREAS, the purpose of this Agreement is for the Parties to set forth the understandings governing responsibilities, compensation and fringe benefits reached between District and Superintendent with respect to Superintendent’s employment as the District’s superintendent.

NOW, THEREFORE, the Parties intending to be legally bound based upon the mutual considerations and covenants herein, agree as follows:

1.     **Offer of Employment.** In consideration of the promises herein contained, the Board offers employment to Superintendent as the District’s superintendent and Superintendent hereby accepts said offer of employment.

2.     **Term of the Agreement.** This Agreement shall be for a term commencing July 1, 2022 and ending June 30, 2027 (“Term”). This Agreement shall terminate immediately upon

the expiration of the aforesaid Term unless the Agreement is modified or terminated in accordance with this Agreement or allowed to renew automatically in accordance Pennsylvania Public School Code of 1949, as amended (“School Code”). In any event, the terms and conditions of Superintendent’s employment as the District’s superintendent will be subject to negotiation between the Parties if the Term is renewed automatically. By execution of this Agreement, Superintendent hereby accepts employment by the District as the District’s superintendent for the entire Term under the terms and conditions set forth in this Agreement.

3. **Initial Base Compensation.** Superintendent’s base annual salary (“Salary”) shall be One Hundred and Ninety-Eight Thousand Dollars and Zero Cents (\$198,000.00), less legally required withholdings. Such Salary shall be payable biweekly, in accordance with the policies and procedures of the District, less the contributions required by law to be paid to the Public School Employees’ Retirement Fund, less proper deductions for loss of time, and less necessary withholdings and deductions required by law.

4. **Compensation Adjustments.** Superintendent shall be eligible for an adjustment to the Salary effective July 1<sup>st</sup> of each year of this Agreement, beginning on July 1, 2023. Salary adjustments shall be calculated by using the average percentage increase in the WEA Collective Bargaining Agreement, calculated by taking the total cost of the salary matrix and computing the percentage increase of that cost over the prior year plus a discretionary merit increase as determined by the Board in its sole discretion.

5. **Employer Non-elective Contribution to a Tax Sheltered Annuity Plan.** Each fiscal year, the District shall contribute funds to a Section 403(b) plan (a tax-sheltered annuity plan) in an amount equal to the contribution identified in the District’s Act 93 Administrator Compensation Plan (“Act 93 Plan”), plus an additional 5% of the annual base compensation of

that fiscal year. A true and correct copy of the Act 93 Plan is attached hereto, and made a part hereof, and marked as Exhibit “A.”

6. **Assessment of Performance.**

(a) Consistent with the provisions of the School Code, the Board shall post mutually agreed objective performance standards contained in this Agreement on the District’s publicly accessible internet website. Upon completion of the annual performance assessment, the Board shall post the date of the assessment and whether or not Superintendent has met the agreed to objective standards on the District’s publicly accessible internet website.

(b) Superintendent shall be evaluated on a distinguished, proficient, needs improvement, or failing methodology as follows:

(i) **Distinguished.** Distinguished means that the performance is clearly outstanding; the performance is superior, far exceeding expectations; or that performance is exceptional on a regular or continuous basis —Superintendent far outperforms relative to minimum expectations.

(ii) **Proficient.** Proficient means that Superintendent is adequately performing all functions within the role, meeting or occasionally exceeding expectations; performance is adequate, meeting or occasionally exceeding standards or expectations generally associated with performance.

(iii) **Needs Improvement.** Needs improvement means that Superintendent periodically fails to meet expectations associated with assigned tasks, targeted goals, or professional competencies; performance is less than adequate on a periodic basis or frequent basis — Superintendent may be developing within the position but needs to improve to be considered proficient.

(iv) **Failing.** Failing means the performance is below acceptable levels; that it fails to meet most expectations associated with the role of Superintendent — substantial professional improvement is needed before Superintendent can be considered proficient in the role.

(c) The performance evaluation form shall be in accordance with the format attached hereto as Exhibit “B” and made a part hereof.

(d) The Board and Superintendent hereby mutually agree the following performance standards shall apply to the following objective performance standards:

(i) **Student Growth and Achievement.** Superintendent will develop a multiyear plan for addressing student performance issues in alignment with the District’s comprehensive plan. Superintendent will use multiple data sources to assess student success and growth as appropriate, specific to needs within the District and as determined annually in collaboration with the Board. Annual or other District performance objectives shall be articulated and clearly achieved under the direction of Superintendent. Additionally, Superintendent shall establish an effective benchmarking system that measures and improves student achievement and performance. Finally, in consultation with the Board, Superintendent shall seamlessly implement the appropriate academic standards.

(ii) **Organizational Leadership.** Superintendent shall work collaboratively with the Board to develop a vision for the District; shall display an ability to identify and rectify problems impacting the District; shall work collaboratively with the District Administration to ensure best practices for instruction, supervision, curriculum, development, and management; and shall work to influence the climate and culture of the District.

(iii) **District Operations and Financial Management.** Superintendent shall manage effectively, ensuring completion of activities associated with the annual budget;



overseeing distribution of resources in support of District priorities; and directing overall operational activities within the District. In addition, Superintendent shall provide long-range financial planning that will permit the District to attain educational goals in a fiscally responsible manner and will facilitate the development of a long-range fiscal plan that will be updated annually at a mutually agreeable time between Superintendent and the Board to drive the District toward the achievement of educational goals in a fiscally responsible manner.

(iv) **Communication and Community Relations.** Superintendent shall communicate with and effectively engage the staff, the Board, and members of the community, clearly articulating District goals and priorities; addressing local and broader issues impacting the District; and building support for District initiatives, programs, and short/long-range plans.

(v) **Human Resource Management.** Superintendent shall incorporate best practices for human resource management and oversight; coordinating staffing, recruitment, and other human resource functions. Superintendent shall effectively implement the Pennsylvania Department of Education's new teacher evaluation model.

(vi) **Professionalism.** Superintendent shall model professional decision-making processes and ethical standards consistent with the values of Pennsylvania's public education system, as well as that of the local community. Superintendent shall additionally work to individually reflect upon his/her professional development literature and activities.

(e) The key performance indicators under each performance standard will be mutually agreed upon and undergo an annual review by Superintendent and the Board. Modifications may be made by the Board and Superintendent to address the then current nature of challenges, issues, and needs facing the operations of the District.

(f) The Board shall evaluate Superintendent annually in accordance with the statutes, regulations, and Board policy relating to Superintendent's evaluation. Each annual evaluation shall be in writing. The written performance assessment will be conducted no later than May 31st (or another date depending upon the District's evaluation cycle). Superintendent's performance relating to objective performance standards will be posted on the District's website.

7. **Benefits Package.** Unless otherwise specified in this Agreement, Superintendent shall be entitled to the fringe benefit program as is applicable and made available pursuant to the District's Act 93 Plan. See Exhibit "A." Should the Act 93 Plan be amended, the fringe benefits contained in the amended plan shall be applicable to Superintendent as of the effective date of the amendment.

8. **Duties of Superintendent.**

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

(b) Superintendent shall be charged with the administration of the schools under the direction of the Board. Superintendent shall be responsible for:

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

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

- Directing the development of and making recommendations for the yearly operating budget on a timely basis that reflects the needs of the District and the use of District assets and resources.
- Establishing and maintaining efficient procedures and effective controls for all expenditures of District funds in accordance with the adopted budget.
- Making recommendations regarding the needs for instructional and non-instructional materials and equipment and recommending plans for improvements, alterations or other changes in the buildings or surrounding grounds.
- Maintaining, directly or through delegation, adequate records for the schools, including a system of financial accounts, business and property records, personnel, school population and scholastic records which are required by law and Board policy.
- Interpreting and/or supervising the implementation of all federal and state laws relevant to education.
- Other professional duties assigned by the Board and in accordance with the direction of the Board.

9. **Sick Leave and Vacation.**

(a) Superintendent shall be allocated twelve (12) days of sick leave per fiscal year. Unused sick leave days may carry-over and accrue each fiscal year; provided, however, in no event shall more than sixty (60) days of sick leave carry-over to the next fiscal year.

(b) Superintendent shall be allocated twenty-five (25) days of vacation per fiscal year. At the end of each fiscal year, Superintendent may, instead of taking the vacation days allotted, elect to carry-over unused vacation days to the following year, provided that, in no event, shall the number of vacation days in any one year exceed thirty (30) days.

(c) Superintendent shall be allocated three (3) personal days per fiscal year to be taken at his discretion. Compensation for unused personal days is limited to the maximum compensation for unused personal days under the Act 93 Plan in effect at the time of this Agreement.

10. **Technology.** Superintendent shall be entitled to receive a Smartphone mobile phone device and a laptop computer with wireless capabilities (“Technology”) to be used for official business purposes in accordance with District policy. Superintendent will be required to use the District’s internet and data plans for such Technology.

11. **Tuition.** Superintendent shall be entitled to full reimbursement for any coursework with prior approval by the Board.

12. **Membership Dues, Fees, and Continuing Professional Development.** The District agrees to pay for membership dues, fees, and continuing professional development to permit Superintendent to have relevant and significant opportunities for professional development with organizations or entities that could provide Superintendent with information and methodologies that will improve the quality of education in the District. These membership dues, fees, and continuing professional development opportunities may include American Association of School Administrators, Pennsylvania Association of School Administrators, Association for Supervision and Curriculum Development, participation in community organizations, such as Rotary, Kiwanis, and such other organizations that the Board may preapprove. Notwithstanding the importance the District attaches to Superintendent’s participation in such professional development opportunities and involvement with professional organizations and study councils, it is understood that Superintendent’s engagement in these activities will not interfere with Superintendent’s ability to act as superintendent of the District and perform the duties set forth in this Agreement. To that end, unless otherwise approved by the Board, the District shall not be responsible to pay for Superintendent’s membership with more than four (4) such organizations. The District shall also pay for Superintendent to attend one (1) national conference per year.

13. **Life Insurance.** Within three (3) business days of receiving all information necessary to submit an application, the District shall apply for group life insurance coverage in the amount of 200% of that provided in the Act 93 Agreement. Determination of such coverage shall be subject to availability and terms and conditions as may be established by the insurance carrier. Upon separation pursuant to Paragraph 25, the District will pay the premium cost for six (6) additional months following the date of separation, after which time Dr. Trickett shall be solely responsible for the premium associated with the policy. If the District's insurance carrier does not permit Dr. Trickett to remain on the District's group term life insurance following his separation, then the District shall pay Dr. Trickett or his designee a premium equal to the cost that the District had been paying for Dr. Trickett's enrollment in the District's group term life insurance as of the date of separation for the six (6) month period.

14. **Post-Retirement Benefits.** Unless otherwise provided for in this Agreement, post-retirement benefits for Superintendent shall be in accordance with the Act 93 Plan as applicable.

15. **Waiver of Right of Sabbatical Leave.** Superintendent waives any rights that he may have to a sabbatical leave pursuant to the School Code.

16. **Loyalty and Outside Work or Opportunities.** Superintendent shall devote all of Superintendent's time, attention, knowledge, and skills solely and exclusively to the business and interests of the District. Superintendent may, however, undertake consultative work, speaking engagements, writing, lecturing, adjunct teaching or other professional services that are of a short-term duration as approved by the Board. Superintendent shall not have any financial interest, direct or indirect, in the sale or adoption of any books, or the sale to or the lease by the District for any supplies, equipment or services.

17. **Residency in the District.** Superintendent shall remain a resident of the District for full Term of this Agreement.

18. **Election as District Superintendent.** The District's election of Superintendent as the District's superintendent is subject to the provisions of the School Code.

19. **Compensation Obligations.** The obligation of the District to compensate Superintendent during the Term of this Agreement shall be subject to the provisions of law, unless terminated by Superintendent by way of written resignation or by the District in accordance with the law or this Agreement.

20. **Seat on the School Board.** Superintendent shall have a seat on the Board and its committees and shall have the right to speak on all matters before it, but not to vote.

21. **Representations of Superintendent.** Superintendent represents and covenants that, at all times during the term of employment, he will have a duly issued and validated certificate to act as Superintendent of Schools in the Commonwealth of Pennsylvania and agrees to provide a copy thereof to the District, upon request. Superintendent agrees to promptly notify District if the foregoing representation is no longer true and correct during any period during the term of employment.

22. **Separation from Employment by Superintendent.** In the event that Superintendent seeks to resign or separate his employment with District for any reason other than death, illness, disability, or retirement permanently from public service in the Commonwealth of Pennsylvania, Superintendent shall give the Board of the District at least one hundred and fifty (150) days' written notice in advance of the employment severance date. Superintendent's failure to give such required written notice shall cause Superintendent to lose any entitlement to any accrued payments or accrued benefits, including, without limitation, unused vacation days, sick leave, other payments, benefits, or any other entitlement to be paid upon employment

separation under this Agreement or through the District's policies. The Board may, in its sole discretion, waive or reduce the notification requirement set out in this Paragraph. If appropriate notice is given, Superintendent shall be entitled to unused, accrued vacation days at a per diem rate of Superintendent's Salary divided by two hundred and sixty (260) days, and unused, accrued sick days, with no limit, reimbursed at 50% of the per diem rate of pay at the time of separation or retirement. The payment for sick days shall be made to Dr. Trickett's 403(b) or 457 plans. To the extent that Dr. Trickett has reached the maximum contribution to these plans, then these sums will be paid directly to Dr. Trickett and he shall bear all such tax consequences.

23. **Discharge and Termination by District.** Superintendent may be discharged, and this Agreement terminated, even during the Term of this Agreement: (a) in accordance with the School Code or Constitution of the Commonwealth of Pennsylvania; (b) in the event Superintendent materially breaches an obligation set forth in this Agreement; (c) Superintendent's performance is determined by the Board to be "Failing" in accordance with the criteria established for Superintendent's annual performance assessment; or (d) Superintendent is charged with or convicted of a felony. In the event that Superintendent were to be discharged from employment, the Agreement shall be terminated with no additional compensation or benefits provided and no entitlement to accrued payments or accrued benefits, including, without limitation, unused vacation days, sick leave, other payments, benefits, or any other entitlement to be paid upon employment separation under this Agreement or through the District's policies. The Parties acknowledge that Superintendent has held previous administrative positions at the District. If it is determined that Superintendent engaged in any activity or behavior violative of the Pennsylvania School Code prior to becoming Superintendent, Superintendent acknowledges that the District may consider such activity or



behavior in the course of any disciplinary or termination action occurring during Superintendent's Term.

24. **Disability.**

(a) **Complete or Partial Disability.** In the event that Superintendent is: (1) unable to perform Superintendent's duties under this Agreement due to a complete disability; or (2) unable due to disability to perform each and every duty and obligation expected or required of Superintendent as a full-time employee of the District; or (3) at various times completely disabled and at other various times, partially disabled as provided above, the Board shall have, in its sole discretion, the options provided in this Paragraph. Prior to the Board being able to exercise its options hereunder, the complete disability, partial disability, or combination thereof shall continue for a period exceeding ninety (90) days during which Superintendent would otherwise be required to perform services but for any leave, vacation, or similar days (irrespective of how many leave, vacation, or similar days Superintendent has or may actually accumulate or use). Following Superintendent's exhaustion of all other leave to which he is entitled, in the event of the complete disability, partial disability, or combination thereof, as provided above, the Board shall have the option of either terminating the employment of Superintendent consistent with the provisions set forth in the School Code or reducing Superintendent's Salary and duties to a level commensurate with Superintendent's remaining abilities, if any. In the event that Superintendent disagrees with the Board's option of terminating the employment of Superintendent or of the extent of the reduction in Salary and duties to a level commensurate with Superintendent's remaining abilities, Superintendent shall have the right to demand arbitration solely for the purpose of resolving the Board's decision to terminate or reduce Superintendent's Salary. Such arbitration shall be conducted pursuant to and consistent with the rules of the American Arbitration Association, and the District shall be

responsible for any filing fees associated with initiating such arbitration. The American Arbitration Association rules pertaining to employment-related matters pursuant to employment agreements shall apply and the venue of any such arbitration proceeding shall be the principal offices of the District.

(b) **Period of Disability.** The Parties agree that, insofar as this Agreement is concerned, the period of disability shall be deemed to have started as of the first day of disability or inability irrespective of when it is finally determined that the disability for purposes hereof exists.

(c) **Intermittent Disability.** Any complete disability, partial disability, or combination thereof which should occur within any twelve (12) month period shall be treated, for the purpose of these provisions, as though it was a continuing disability rather than a new disability.

(d) **Salary.** This Paragraph shall not be construed to require the Board to pay any Salary to Superintendent beyond the accumulated sick leave, disability leave days, vacation days, or other leave days of Superintendent, which may be used by Superintendent during any disability. After such leave days are exhausted, the Board shall not be obligated to make any payment of Salary or other compensation, including, without limitation, incentive compensation, to Superintendent in the case of complete disability. In the case of partial disability, the Board shall have the right to reduce Superintendent's Salary and other compensation, including without limitation, incentive compensation, subject to the right to arbitrate set forth in this Agreement herein to a level commensurate with the remaining abilities of Superintendent.

(e) **Meaning of Disability.** For the purpose of this paragraph, the term "disability" shall mean the inability due to ill health, physical or mental disability, or for other physical or mental causes beyond Superintendent's control, to carry out each and every of the

usual and customary duties required or expected to be performed hereunder by Superintendent.

In the event any dispute shall arise as to whether Superintendent is disabled, whether complete or partial, such question shall be resolved by a board of arbitration to consist of: (1) physician representative named by each of the Parties; and (2) a third physician member-to be appointed by the two representatives so named. The majority vote of the board of arbitration shall be binding upon the Parties.

(f) **Preservation of Other Legal Rights.** Nothing in this Paragraph 24 shall be deemed to constitute a waiver of Superintendent's rights pursuant to the Americans with Disabilities Act, the Family and Medical Leave Act, the Pennsylvania Human Relations Act, the Pennsylvania Workers' Compensation Act, or any federal or state law governing disability.

25. **Early Separation Options.** The Board shall have the exclusive option prior to the expiration of the Term of this Agreement to sever Superintendent's employment for the Board's convenience. Unless this Agreement is terminated for a reason set forth in Paragraph 23, the Board shall pay Superintendent severance compensation as follows upon the early severance of Superintendent's employment:

(a) If there are more than six (6) months that remain in this Agreement, the severance package will be equal to six (6) months of Superintendent's pro-rated Salary. This amount would be calculated by dividing the then current annual base salary by two (2).

(b) If less than six (6) months remain in this Agreement, Superintendent will be paid the balance of the Salary remaining in the term of this Agreement.

(c) Under no circumstances will the severance compensation of Superintendent exceed the sums set forth in Paragraphs 25(a).

(d) In the event the Superintendent were to be separated from employment pursuant to this Paragraph, the Agreement shall be terminated. Superintendent shall be entitled

to payment for accrued but unused vacation days, sick leave, and personal days, all other benefits until the date of separation, except for life insurance, which is separately governed by Paragraph 13 of this Agreement, and except that the Board will agree to maintain Dr. Trickett on the District's health insurance plan or to reimburse Dr. Trickett for Continuation of Health Coverage ("COBRA") costs incurred by Dr. Trickett for a period of six (6) months from the date of separation or the date that Dr. Trickett becomes eligible for health insurance benefits from a new employer, whichever date is earlier.

(e) In the event that the Board attempts to terminate this Agreement pursuant to Paragraph 23, and it is determined by a judge or a jury of competent jurisdiction that the termination was unwarranted, then the Parties agree that the Agreement will be terminated pursuant to this Paragraph 25.

26. **Referrals to Superintendent.** The Board, collectively or individually, shall use its best efforts to promptly refer to Superintendent all criticisms, complaints, and suggestions called to their attention relative to Superintendent or the District for Superintendent's study and recommendation. This provision shall not be deemed to provide for the referral of matters to Superintendent where the Board deems it inappropriate to do so. Failure to comply with this provision will not be a basis for finding a violation of this Agreement by the Board.

27. **Provisions in Accordance with School Code.** This Agreement shall not be in violation of any provisions of the School Code and shall be construed as containing and be read in conformity with all provisions of the School Code as it relates to the relationship between a "District" and its "Superintendent."

28. **Compliance with Agreement.** Superintendent shall be required to comply with all aspects of this Agreement, any exception thereto being agreed to only by mutual written consent of the District and Superintendent.

29. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and may not be changed, amended, modified or superseded, except by written instrument executed by the Parties hereto. This Agreement supersedes any and all other agreements between the Parties hereto with respect to the subject matter hereof.

30. **Execution and Counterparts.** This Agreement may be executed in two or more counterparts, each of which, when executed by the Parties, shall be considered to constitute one instrument.

31. **Severability.** If any one provision of this Agreement shall be declared void or invalid by a court of competent jurisdiction, such void or invalid provisions shall not in any way impair the whole Agreement; the remaining provisions shall be construed as if not containing the provisions.

32. **Enforcement of Agreement.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its principles of conflicts of laws. The Court of Common Pleas of Berks County, Pennsylvania, is hereby agreed to be the sole and exclusive court with jurisdiction over any litigation between the Parties.

33. **Possible Illegalities.** If any one provision of this Agreement shall be declared void or invalid by a court of competent jurisdiction, such void or invalid provisions shall not in any way impair the whole Agreement; the remaining provisions shall be construed as if not containing the provisions or provision held to be void or invalid, and the rights and/or obligations of the Parties shall be construed and enforced accordingly.

34. **Headings.** Headings contained in this Agreement are for reference only and shall not in any way affect the meaning or interpretation of this Agreement.

35. **Mutual Negotiation.** Each and every provision of this Agreement has been mutually negotiated, prepared and drafted and in connection with the construction of any

provision hereof, no consideration shall be given to the issue of which party actually prepared, drafted or negotiated any provision of this Agreement or its deletion.

36. **Indemnification.** The District shall defend Superintendent and his heirs against any civil actions, claims, suits, and/or other legal proceedings brought against Superintendent in his individual capacity or in his official agent and employee capacity of the District, specifically as the result of Superintendent's actions within the scope of his duties required by this Agreement as superintendent of the District, as well as the result of any directive issued by the Board of the District. The District agrees to indemnify and hold harmless Superintendent and his heirs and to pay any civil judgments or awards entered against Superintendent or his heirs as the result of Superintendent's actions within the scope of his duties required by this Agreement as superintendent of the District, as well as the result of any directive issued by the Board of the District. The District will not be obligated to defend Superintendent in any discharge, removal proceedings, or other proceedings in which the District is an adverse party or which relate to conduct not required for the discharge of Superintendent's duties required by this Agreement. This Paragraph shall survive the expiration or sooner termination of this Agreement.

37. **Reappointment.** The District shall notify Superintendent in writing by certified mail, no later than one hundred and fifty (150) days prior to the expiration of this Agreement of the Board's intent not to reappoint him. Should Superintendent not be so notified, Superintendent shall be reappointed at the next regular Board meeting following the one hundred fifty (150) days' notification requirement for a term of years not less than one (1) year, and the terms and conditions of this Agreement shall be incorporated into a successor Agreement unless mutually agreed otherwise by the Board and Superintendent.

IN WITNESS WHEREOF, intending to be legally bound, the Parties have hereunto set their hands and seals the day and year first above written.

**BOARD OF SCHOOL DIRECTORS OF  
THE WILSON SCHOOL DISTRICT**

Attest: \_\_\_\_\_  
Board Secretary

By: \_\_\_\_\_  
Board President

**CHRISTOPHER A. TRICKETT, Ed.D.**

Witness: \_\_\_\_\_

\_\_\_\_\_

EXHIBIT

A



Wilson School District

West Lawn, PA

**Act 93**

**Administrator**

**Compensation**

**Plan**

Effective July 1, 2020 through June 30, 2024

## **ACT 93 ADMINISTRATOR COMPENSATION PLAN**

### **WILSON SCHOOL DISTRICT**

**JULY 1, 2020 - JUNE 30, 2024**

This Act 93 Administrator Compensation Plan ("Plan"), adopted on November 18, 2019, by the Board of School Directors ("Board") of the Wilson School District ("District") effective as of the first day of July 2020, establishes compensation and benefits for eligible Administrators ("Administrators") employed by the District.

#### **A. Administrators**

For purposes of this Plan, the term "Administrator" will include the administrative positions within the Wilson School District as defined in Section 11-1164(a) of the Public School Code and identified in Schedule "A".

#### **B. Duration**

This Plan shall be in effect for the period beginning July 1, 2020, and ending June 30, 2024.

#### **C. Compensation**

- a) Annual salary increases will be based on the average percentage increase in the WEA Collective Bargaining Agreement calculated by taking the total cost of the salary matrix and computing the percentage increase of that cost over the prior year.
- b) Salary increases shall be based on job performance evaluation and shall be based on the actual salary of each Administrator.
- c) Beginning annual salaries for newly hired Administrators on or after July 1, 2020, are derived from the pay rate schedules set forth in Schedule "A" of this Plan.
- d) Performance will be evaluated by the immediate supervisor of each Administrator and a recommendation will be made to the Superintendent. The final rating for each Administrator ultimately will be made by the Superintendent.
- e) An individual Administrator shall not receive any salary increase if his/her achievement is judged as needs improvement or unsatisfactory, subject to the discretion of the Superintendent.

#### **D. Pay Schedule**

Administrators shall receive twenty-six (26) pays per year. Administrators shall be paid on a biweekly basis.

#### **E. Salary Increases for Professional Development**

- a) Certificated Administrators who complete a doctoral degree will receive an addition to their base salary of \$2,500 upon completion of the additional degree.
- b) Non-certificated Administrators who complete an advanced post-secondary degree will receive an addition to their base salary of \$1,500 upon completion of the additional degree.
- c) All course work must be pre-approved by the Superintendent.
- d) All such base salary increases will become effective at the beginning of the next semester following the completion of the required coursework.

#### **F. Work Year and Work Day**

All full-time Administrators will work twelve (12) months unless otherwise designated by the Superintendent as a 10-month Administrator. 12-month Administrators are expected to work in accordance with the approved District calendar. The Superintendent shall have the exclusive authority at the time of hire to determine whether or not an Administrator will be designated as a 12-month or 10-month employee. Further, the Superintendent may, at the time of hire, designate an Administrator as part-time working only a portion of the work year. For example, a 12-month part-time Administrator may work only 230 out of 260 days.

The workday shall be a minimum of eight hours (8) for a full-time Administrator, but all positions are salaried positions and the number of total hours will be those that are required to fulfill all of the duties of a position in a satisfactory manner.

### **BENEFITS**

Administrators shall receive all benefits that are provided to the teachers pursuant to the current Collective Bargaining Agreement ("CBA") or any modification thereof pursuant to a Memorandum of Understanding (these benefits shall be referred to as the "CBA Benefits"). In addition to the CBA Benefits, Administrators shall receive the benefits identified below ("93 Plan Benefits"). If the CBA Benefits and the 93 Plan Benefits conflict in any way, Administrators shall receive those benefits that are more favorable to the Administrators.

#### **G. Vacation**

- i. Each 12-month full-time Administrator will receive twenty (20) paid vacation days each year.

- ii. After five (5) consecutive years as an Administrator in the District, Administrators are eligible to receive one (1) additional vacation day per year, up to a maximum of twenty-five (25) days.
- iii. If an Administrator begins or ends his/her employment at a time other than the beginning of the fiscal year, the Administrator's vacation days will be prorated accordingly.
- iv. If a 12-month Administrator is hired as part-time, their vacation days will be prorated accordingly.
- v. There is no paid vacation benefit for 10-month (\*) positions.
- vi. In the event an Administrator is unable to take his/her vacation days off in one year, the remaining days the Administrator has up to five (5) days will be paid to the Administrator in the form of taxable cash compensation and any other days in the Administrator's vacation balance up to ten (10) days of unused vacation can be carried over into the next year.
- vii. The maximum authorized accrued amount of vacation leave is thirty-five (35) days. If in any year the balance is at fifteen (15) days on June 30, only ten (10) days will be carried over into the new year. The new year's accrued vacation will be added to the 10 carried over to result in the balance of up to 35 days for the new year.
- viii. Administrators who work less than their scheduled time of yearly employment are subject to a reduction of vacation leave entitlement in proportion to the time worked in the fiscal year.
- ix. All Administrators must have vacation schedules pre-approved by the Superintendent or immediate supervisor.
- x. No more than twenty-five (25) vacation days may be used in any one calendar year without prior approval of the Superintendent.
- xi. Building Administrators who are eligible for vacation will be able to schedule one full week of vacation during the school year with prior approval by the Superintendent as long as the week requested does not fall within the PSSA or Keystone testing weeks.
- xii. Administrators who resign will receive reimbursement for all accrued but unused vacation days upon resignation if they give sixty (60) days written notice of the intended departure. Failure to provide notice will result in forfeiture of all unused vacation time.



## **H. Sick Leave**

Each 12-month Administrator will earn sick days at the rate of one (1) day for each calendar month the Administrator earns compensation in at least ten (10) working days for that calendar month. If an Administrator is hired part-time, their sick days will be prorated accordingly. If an Administrator begins or ends his/her employment at a time other than the beginning of the fiscal year, the Administrator sick days will be prorated accordingly. A sick day may not be taken until the calendar month following the month in which it is earned. All unused sick leave accumulates from year-to-year.

Up to five (5) days per year of accumulated sick leave may be used for illness of a member of the immediate family as that term is defined in Section 1154 of the School Code.

Administrators transferring sick leave from other Pennsylvania public school districts will utilize the transferred days before utilizing sick time earned from the Wilson School District and transferred days will not be eligible for payment upon retirement.

Administrators have the option to donate one (1) sick day per year to any employee in the district if they so choose.

## **I. Personal Leave Schedule**

Each 12-month Administrator will be entitled to two (2) personal leave days each year; three (3) personal days for Administrators in their fifteenth (15) year of service and beyond. If an Administrator is hired as part-time, their personal days will be prorated accordingly. If an Administrator begins his/her employment at a time other than the beginning of a fiscal year, their personal days will be prorated accordingly. Personal days must be used within the year they are earned and do not accumulate. Administrators are not entitled to be paid out for unused personal days at resignation/retirement. All Administrators must have personal days pre-approved by the Superintendent or immediate supervisor.

## **J. Virtual Work Days**

All Administrators who are exempt from overtime requirements will be given five (5) days per school year in which they can work from home and be considered at work for the day. These days must be pre-approved by the Superintendent or immediate supervisor. These days do not accrue from year to year and are not eligible for reimbursement if unused. Work at home days may only be taken in either ½ or full day increments. The Superintendent has the right to request documentation of an Administrator's work completed at home.

## **K. Other Leaves**

Bereavement, Jury Duty, Child Rearing, and Family Medical Leave Act leaves are governed by the language and provisions of the WEA Agreement and District Policy that is in effect when the leave is requested.

**L. Group Health Care and Dental Plans**

Full-time Administrators are entitled to all medical, dental, and prescription drug plan benefits and the medical insurance waiver payments provided to members of the WEA and are subject to the same premiums, co-payments, and deductibles as provided in the WEA Agreement in effect at the time the coverage is provided.

Administrators hired on a part-time basis as defined in Work Year and Work Day Section are provided an opportunity to purchase all medical, dental and prescription drug plan benefits at 100% of the cost. All costs must be paid by the Part-time Administrator. In the event that a full-time Administrator is reduced to part-time status, benefits will be reduced proportionally to the same percentage of time worked to which the Administrator has been reduced to (i.e. if an Administrator is a 40% FTE employee, the District will pay 40% of the cost and the Administrator will pay 60% of the cost).

**M. Term Life Insurance**

The District will provide coverage in the amount of \$600,000 in-group term life insurance to all Administrators currently employed by the District. The benefit is subject to availability and terms and conditions as may be established by the insurance carrier.

**N. Income Protection Plan (Long Term Disability Plan)**

The District will provide a long-term disability plan for Administrators in the amount of two-thirds (2/3) of the Administrator's salary in effect at the time of the disability. Approved disability payments will be paid by the disability insurance provider.

**O. Conference Participation, Professional Organization Dues and Tuition Reimbursement**

- a) \$1,250 per Administrator may be allocated each year for his/her discretionary use for conferences or professional membership dues or both (subject to the Superintendent's approval). By mutual agreement, Administrators may share up to \$500 of their allocation with a peer in any given year.
- b) Administrators will be reimbursed 100% of the tuition for graduate courses, provided courses are approved in writing in advance by the Superintendent. Administrators must submit for pre-approval for tuition reimbursement prior to taking the course and must receive a B or better to be reimbursed. Time away from workdays must be minimal and the expectation is that the Administrator's work will be maintained at the quality level prior to start of study; programs that require full day attendance resulting in absence from work, vacation/personal time must be utilized.
- c) Administrators must continue their employment with the School District for two full calendar years after completing any reimbursed course. If an Administrator voluntarily terminates employment prior to the expiration of

two calendar years after completing the approved course(s), s/he will reimburse the District for the monies with a 33% reduction for each year of work following completion of the course(s). Reimbursement to the District must be made to the District within sixty (60) calendar days of the Administrator's termination date or employment separation date. The District shall have the right to withhold compensation and benefit payments to an Administrator when the District confirms that the Administrator will be terminating employment prior to the expiration of the full years required so the District can be reimbursed in accordance with this provision.

- d) Any tuition reimbursement amounts paid above the threshold established by the IRS regulations will be taxed at the rate established by Section 127 of the IRS Tax Code.

**P. Medical Insurance Benefit Waiver**

Administrators, except husbands and wives who are both eligible for health insurance coverage through the District, who waive medical coverage (defined as medical and prescription drug coverage only), will receive the following reimbursement:

Currently covered with Single benefits - \$1,200 annually

Currently covered with 2-Party benefits - \$2,400 annually

Currently covered with Family benefits - \$3,600 annually

The benefit waiver period begins July 1 of each school year and terminates June 30th of the following year. The request for such waiver must be submitted by June 10th of each year for a July 1st effective date.

Payment to the employee for waiver of health benefits will be disbursed in the last pay of the month from September through June.

Waived health coverage may be reinstated during the year due to a valid life-status change. A written request for reinstatement must be submitted to the HR Office. Reinstatement of the affected benefits will occur on the first day of the month following the date of approval.

If employment ceases during the waiver period, the fringe benefit payments will be pro-rated and treated in the same manner that medical insurance benefits would have been handled if the employee had not waived coverage.

**Q. District Contribution to Section 125 Benefit**

The District will contribute \$1,200 to each Administrator's Flexible Benefit Plan on an annual basis. No matching funds are required by Administrators. It is further understood that unused funds from a plan year do not carry over to the following plan year.



## **R. 403b Match Plan**

The District will contribute matching funds to a tax-sheltered annuity plan for each Administrator on an annual basis. Administrators will choose the providers from the District's 403(b) providers.

During Years 1-4, in Administration at Wilson School District, Administrators will have funds matched up to \$1,200 by the end of each fiscal year.

During Years 5-9, in Administration at Wilson School District, Administrators will have funds matched up to \$1,200 plus an additional \$1,200 by the end of each fiscal year.

During Year 10 and beyond, in Administration at Wilson School District, Administrators will have funds matched up to \$1,200 plus an additional \$2,400 by the end of each fiscal year.

This contribution will be pro-rated during the first and final year of employment if employment begins other than July 1st/ends other than on June 30<sup>th</sup>.

In no event, however, will the District's matching contribution exceed the limits imposed by law. The District reserves the right to exclude Administrators from the 403b match who contribute \$200.00 or less annually and who normally work less than twenty (20) hours per week. It is understood that the District's obligations shall be defined in the 403b plan document but the District's total contributions will be subject to the maximum combined amount both the District and the Administrator can contribute annually to the plan subject to the Internal Revenue Code requirements.

## **S. Retirement Benefits**

Administrators who retire with at least five (5) years in administration at Wilson School District and a total of twenty (20) years in education with at least ten (10) years served at the District, and who retire under the rules of the Pennsylvania School Employees Retirement System, will be entitled to the following retirement benefits:

**Medical Coverage** — The District will pay the premium for the medical, dental and prescription drug coverage for the employee only for each Administrator. Retired Administrators will contribute toward these benefits at the same single rate as covered in the CBA. Premiums will be paid until Medicare-eligible or death, whichever occurs first.

**Retirement Payment** — Administrators who retire with all of the Retirement Plan criteria (listed above), will be entitled to a one-time retirement payment of \$1,500.

**Severance Payment** — Administrators who retire with all of the Retirement Plan criteria (listed above), and who have at least fifteen (15) years of employment with the District will be entitled to a payment of \$340 per year for all full years of service beyond fifteen years of employment with the District.

**Vacation Payment** — Administrators who retire under the terms of the Retirement Plan will receive reimbursement for all accrued but unused vacation days upon retirement. The amount of daily reimbursement will be the Administrator's per diem amount.



Sick Leave Reimbursement — Administrators who retire with all of the Retirement Plan criteria (listed above), will be entitled to a sick leave reimbursement per unused sick day, up to one hundred and fifty (150) days. The amount of daily reimbursement will be either the negotiated language in the CBA or \$65.00 per day, whichever is higher. The payment of a retired Administrator's accumulated sick leave shall be made in the form of a post-severance non-elective employer contribution to the retiring Administrator's 403(b) or 457 plan. The non-elective employer contribution shall be subject to the limits prescribed by the Internal Revenue Code as those limits apply to non-elective employer contributions made on behalf of a former Administrator to that former Administrator's 403(b) or 457 plan. Non-elective employer contributions to a 403(b) or 457 plan on behalf of a former employee cannot exceed the lesser of: (i) the limit under Code Section 415(c)(1) for that year or (ii) the former Administrator's annual includable compensation for the 12 month period preceding his/her retirement. If, in the year an Administrator retires, the non-elective employer contribution exceeds the limits described above, the District shall contribute to the maximum amount of the accumulated unused sick leave that is permissible under the Code to the retired Administrator's 403(b) or 457 plan for that year. The balance of the non-elective employer contributed to the retired Administrator's 403(b) or 457 plan in each subsequent year until the earlier of: (i) the Administrator's death; (ii) 5 years; or (iii) until the entire accumulated unused sick leave has been contributed.

To receive the non-elective employer contribution, all retired Administrators shall be required to acknowledge and agree in writing that, if the retired Administrator is deemed to be in constructive receipt of any amounts contributed or intended to be contributed to his/her 403(b) or 457 plan, he/she will reimburse the District for any withholding taxes and interest thereon to the extent the District is required to pay withholding taxes as a result of such constructive receipts. Alternatively, at the request of the District, the Administrator shall pay such taxes directly to the Internal Revenue Service (IRS) or the Pennsylvania Department of Revenue. Further, the retired Administrator will agree to indemnify and hold harmless the District, its agents, employees, and or Board Members from any claim which the IRS or the Pennsylvania Department of Revenue could assert with respect to specific provision in this Compensation Plan and the transactions described herein.

#### **T. Work/Life Issues**

A committee comprised of Administrators and Board Members will meet two times per year during the life of this Plan to discuss work/life issues, future salary adjustments based on a merit pay system, benefits, and to maintain an open dialog.

#### **U. Separation**

Any Administrator intending to resign (not including retirement) is required to give a minimum of sixty (60) days' notice in writing to the Director of Human Resources. This notice requirement may be waived at sole discretion of the Superintendent. Failure to provide the required notice will result in the forfeiture of any payment of unused vacation days.

#### **V. Amendment**

The Board of School Directors reserves the right to amend this Plan within its discretion.

**W. This Plan will expire on June 30, 2024.**

**ADOPTED BY THE BOARD OF SCHOOL DIRECTORS OF THE WILSON SCHOOL DISTRICT:**

  
\_\_\_\_\_  
Signature: School Board President

Brad E. Hart  
\_\_\_\_\_  
Printed Name

Date Adopted by School Board: 2-16-21

EXHIBIT

B



## Administrator Evaluation

### Domain I **Strategic/Cultural Leadership**

Principals/school leaders systemically and collaboratively develop a positive culture to promote student growth and staff development. They articulate and model a clear vision of the school's culture that involves students, families, and staff.

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#### **My Feedback and Comments for the Strategic/Cultural Leadership Domain (optional)**

##### **1a Creates an Organizational Vision, Mission, and Strategic Goals:**

The principal/school leader plans strategically and creates an organizational vision, mission, and goals around personalized student success that is aligned to LEA goals.

*The principal/school leader implements a process that includes stakeholders for developing a shared vision and strategic goals for student achievement that results in rigor and relevance for students and staff.*

*The principal/school leader maintains a focus on the vision and strategic goals throughout the school year.*

*The principal/school leader ensures that staff incorporates the school's vision, mission, and strategic goals in their instructional plans to assure that students achieve expected outcomes.*

My Feedback and Comments (required for 100% completion)

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##### **1b Uses Data for Informed Decision Making:**

The principal/school leader analyzes and uses multiple data sources to drive effective decision-making.

... and

*The principal/school leader activates and sustains a school wide system for monitoring and evaluating progress toward achieving school goals and student outcomes.*

*The principal/school leader listens, evaluates, and considers staff and other stakeholders input regarding recommended activities and initiatives.*

My Feedback and Comments (required for 100% completion)

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**1c Builds a Collaborative and Empowering Work Environment:**

The principal/school leader develops a culture of collaboration, distributive leadership, and continuous improvement conducive to student learning and professional growth.

The principal/school leader empowers staff in the development and successful implementation of initiatives that better serve students, staff, and the school.

*The principal/school leader creates a collaborative work environment predicated upon cooperation among and between students, parents, staff, and the community.*

*The principal/school leader consistently engages in shared decision-making and distributive leadership.*

*The principal/school leader actively models behaviors that promote a sense of empowerment among staff and stakeholders.*

My Feedback and Comments (required for 100% completion)

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**1d Leads Change Efforts for Continuous Improvement:**

The principal/school leader systematically guides staff through the change process to positively impact the culture and performance of the school.

*The principal/school leader implements a change process to ensure continuous school improvement.*

My Feedback and Comments (required for 100% completion)



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**1e Celebrates Accomplishments and Acknowledges Failures:**

The principal/school leader utilizes lessons from accomplishments and failures to positively impact the culture and performance of the school.

*The principal/school leader recognizes individual and collective contributions in a systematic manner toward attainment of strategic goals.*

*The principal/school leader utilizes failure as an opportunity to improve school culture and student performance.*

My Feedback and Comments (required for 100% completion)

**Domain 2 Systems Leadership**

Principals/school leaders ensure that there are processes and systems in place for budgeting, staffing, problem solving, communicating expectations and scheduling that result in organizing the work routines in the building. They must manage efficiently, effectively and safely to foster student achievement.

---

**My Feedback and Comments for the Systems Leadership Domain (optional)**

**2a Leverages Human and Financial Resources:**

The principal/school leader establishes systems for marshaling all available resources to better serve students, staff, and the school.

*The principal/school leader designs transparent systems to equitably manage human and financial resources.*

*The principal/school leader ensures the strategic allocation and equitable use of human and financial resources to meet instructional goals and support teacher needs.*

My Feedback and Comments (required for 100% completion)

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**2b Ensures a High Quality, High Performing Staff:**

The principal/school leader establishes, supports and effectively manages processes and systems, which ensure a high quality, high performing staff.

*The principal/school leader supervises and evaluates all staff in a fair and equitable manner following LEA procedures and uses the results to improve performance.*

*The principal/school leader recruits and retains high quality staff that meets the diverse needs of students.*

*The principal/school leader participates with appropriate personnel to select highly qualified staff.*

*The principal/school leader provides induction processes to support all new personnel.*

*The principal/school leader maintains a high performing staff, which is focused on improving student achievement.*

My Feedback and Comments (required for 100% completion)

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**2c Complies with Federal, State, and LEA Mandates:**

The principal/school leader designs protocols and processes in order to comply with federal, state and LEA mandates.

*The principal/school leader designs protocols and processes in order to comply with federal, state and LEA mandates.*

*The principal/school leader consistently complies with federal, state, and LEA mandates and all contractual agreements in a timely and complete manner.*

My Feedback and Comments (required for 100% completion)

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**2d Establishes and Implements Expectations for Students and Staff:**

The principal/school leader establishes and implements clear expectations, structures, rules, and procedures for students and staff.

*The principal/school leader engages students and staff members in developing expectations for learning and improved performance.*

*The principal/school leader creates and revises rules and procedures to maintain a safe and positive school culture conducive to student learning.*

*The principal/school leader communicates and enforces clear expectations, structures, and fair rules and procedures for students and staff.*

My Feedback and Comments (required for 100% completion)

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**2e Communicates Effectively and Strategically:**

The principal/school leader strategically designs and utilizes various forms of formal and informal communication with all staff and stakeholders.

*The principal/school leader designs and utilizes a system of open communication that provides for the timely, responsible sharing of information to, from, and with staff and stakeholders.*

*The principal/school leader provides information in various formats in multiple ways through different media in order to ensure communication with staff and stakeholders.*

My Feedback and Comments (required for 100% completion)

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**2f Manages Conflict Constructively:**

The principal/school leader effectively and efficiently manages the complexity of human interactions and relationships, including those among and between parents/guardians, students, and staff.

*The principal/school leader consistently resolves school-based problems/conflicts in a fair, democratic way.*

*The principal/school leader provides opportunities for affected stakeholders (students, staff, and parents) to express opinions and discusses options to address discordant issues.*

*The principal/school leader implements and reviews solutions that address discordant issues.*

My Feedback and Comments (required for 100% completion)



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**2g Ensures School Safety:**

The principal/school leader ensures the development and implementation of a comprehensive safe schools plan that includes prevention, intervention, crisis response, and recovery.

*... and*

*The principal/school leader incorporates active involvement of various safety agencies in the development, implementation, and evaluation of the comprehensive safe schools plan.*

My Feedback and Comments (required for 100% completion)

**Domain 3 Leadership for Learning**

Principals/school leaders ensure that a Standards Aligned System is in place to address the linkage of curriculum, instruction, assessment, data on student learning and teacher effectiveness based on research and best practices.

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**My Feedback and Comments for the Leadership for Learning Domain (optional)**

**3a Leads School Improvement Initiatives:**

The principal/school leader develops, implements, monitors, and evaluates a school improvement plan that provides the structure for the vision, goals, and changes necessary for improved student achievement.

*The principal/school leader develops a school improvement plan, as well as establishes clear and consistent processes and systems to:*

*Implement a school improvement plan.*

*Monitor and evaluate progress toward achieving school improvement goals and student outcomes.*

*Revise school improvement goals and outcomes based on data analysis.*

My Feedback and Comments (required for 100% completion)

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**3b Aligns Curricula, Instruction, and Assessments:**

The principal/school leader ensures that the adopted curricula, instructional practices, and associated assessments are implemented within a Standards Aligned System. Data are used to drive refinements to the system.

*The principal/school leader consistently ensures that the LEA's curricula are implemented with fidelity throughout the school.*

*The principal/school leader aligns curricula with assessments and instructional material.*

*The principal/school leader engages staff in curricula planning and instruction based upon state and local assessments.*

*The principal/school leader creates opportunities to collaboratively use data/assessments to drive instructional decisions and practices.*

My Feedback and Comments (required for 100% completion)

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**3c Implements High Quality Instruction:**

The principal/ school leader monitors progress of teachers and staff. In addition, the school leader conducts formative and summative assessments in measuring teacher effectiveness in order to ensure that rigorous, relevant, and appropriate instruction and learning experiences are delivered to and for all students.

*The principal/school leader inconsistently monitors the effectiveness of and timely feedback to professional staff in the domains of:*

*Planning and Preparation.*

*Classroom Environment.*

*Instruction.*

*Professional Responsibilities.*

*The principal/school leader participates in professional development activities, including inter-rater reliability, to better monitor and coach the use of effective instructional and assessment practices.*

My Feedback and Comments (required for 100% completion)

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**3d Sets High Expectations for All Students:**

The principal/school leader holds all staff accountable for setting and achieving rigorous performance goals for all students.

*The principal/school leader articulates a belief in high measureable goals for all students and staff.*

*The principal/school leader leads school efforts to set and monitor learning goals for all students and establish safety nets for struggling students.*

*The principal/school leader holds every staff member responsible and accountable for ensuring that all students achieve the rigorous outcomes established for them.*

My Feedback and Comments (required for 100% completion)

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**3e Maximizes Instructional Time:**

The principal/ school leader creates processes which protect teachers from disruption of instructional and preparation time.

*The principal/school leader implements processes and schedules in a systematic manner to protect instructional and planning time from interruptions.*

My Feedback and Comments (required for 100% completion)

**Domain 4 Professional and Community Leadership**

Principals/school leaders promote the success of all students, the positive interactions among building stakeholders and the professional growth of staff by acting with integrity, fairness and in an ethical manner.

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**My Feedback and Comments for the Professional and Community Leadership Domain (optional)**

**4a**

**Maximizes Professional Responsibilities Through Parent Involvement and Community Engagement:**

The principal/school leader designs structures and processes, which result in parent involvement and

community engagement, as well as support and ownership for the school.

*The principal/school leader creates systems and engages parents/ guardians and all community stakeholders in a shared responsibility for student and school success reflecting the community's vision of the school.*

*The principal/school leader collaboratively works to establish a culture that encourages and welcomes families and community members and seeks ways in which to engage them in student learning.*

My Feedback and Comments (required for 100% completion)

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**4b Shows professionalism:**

The principal/school leader operates in a fair and equitable manner with personal and professional integrity.

... and

*The principal/school leader holds the highest standards of honesty, integrity, and confidentiality.*

*The principal/school leader proactively serves students, seeking out resources when needed.*

*The principal/school leader makes a concerted effort to challenge negative attitudes or practices to ensure that all students, particularly those traditionally underserved, are honored in the school.*

My Feedback and Comments (required for 100% completion)

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**4c Supports Professional Growth:**

The principal/school leader supports continuous professional growth of self and others through practice and inquiry.

*The principal/school leader targets professional development toward the improvement of learning experiences, including quality of classroom instruction and the ability of teachers to meet the needs of all students.*

*The principal/school leader plans and routinely participates in professional development focused on improving instructional programs and practices.*

My Feedback and Comments (required for 100% completion)

Domain 5. **Goals**

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**My Feedback and Comments for the Goals Domain (optional)**

Domain 5.1

**Reenvision the Program of Studies to embody our vision on focusing on the whole child while preparing kids to be life, career, and college ready.**

*Meets the established goal*

My Feedback and Comments (required for 100% completion)

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Domain 5.2

**Work collaboratively to continue to implement high quality academic programs in our core areas; focusing specifically on the middle level for the 2020-2021 school year.**

*Meets the established goal*

My Feedback and Comments (required for 100% completion)

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Domain 5.3

**Led the secondary team through the ever changing pandemic by focusing on**



the needs of kids followed by staff and community.

*Meets the established goal*

My Feedback and Comments (required for 100% completion)

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Domain 5.4

**Lead Phase one of the feasibility process inclusive of all elements of design, communication, board workshops, as well as the facilitation of all workshops.**

*Meets the established goal*

My Feedback and Comments (required for 100% completion)



## Overall Evaluation

Domain 1 Strategic/Cultural Leadership				
Domain 2 Systems Leadership				
Domain 3 Leadership for Learning				
Domain 4 Professional and Community Leadership				

Domain 5. Goals	
Overall Rating	

**Comments by the Administrator or Evaluator**

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Administrator: \_\_\_\_\_

Superintendent: \_\_\_\_\_

# EXHIBIT

## C



EXEMPT

WILSON SCHOOL DISTRICT

**TITLE:** Superintendent

**DATE:** 10/7/13

**REPORTS TO:** Board of Directors

**APPROVED BY:** Board of Education

**JOB SUMMARY:** Serve as the Chief Executive Officer of the school district. Provide leadership in developing and maintaining comprehensive educational programs and services that advance the mission of the district. Oversee and administer the use of all district facilities, property, and funds to ensure maximum efficiency. Supervise school district administrative staff.

**PRIMARY DUTIES AND RESPONSIBILITIES:**

1. Provide educational leadership that offers a quality education for all district students.
2. Administer the school code and all legal requirements pertaining to public education, and the policies and administrative procedures of the school district.
3. Establish annual areas of focus and initiatives adopted by the School Board and move the school district toward the fulfillment of goals contained in the strategic plan.
4. Provide input and information to the Board of Directors to assist them in developing policies and in their decision-making.
5. Coordinate an effective recruitment, hiring and orientation program to attract and retain qualified staff members.
6. Supervise the preparation and presentation of the annual budget.
7. Represent the school district at local, state, and national meetings appropriate to the educational program.
8. Visit the district schools on a regular basis to monitor the effectiveness of district policies and programs, and attend district-wide events; make recommendations to the Board of Directors regarding their adequacy.
9. Assign various administrative tasks to appropriate members of the leadership team and monitor the successful completion of those tasks.
10. Oversee a comprehensive and positive public relations program that promotes the school district in the community.
11. Promote close cooperation between parents, teachers, and other school district staff as well as represent the School Board as a liaison between the school district and community.
12. Oversee and facilitate all school district construction and renovation projects and act as a liaison to the School Board for all construction matters.
13. Perform other duties as assigned by the Board of Directors.

**QUALIFICATIONS:** Ten (10) years experience in multiple areas of public education necessary, including elementary or secondary school instruction and administrative/supervision  
Doctorate necessary  
Proper Pennsylvania administrative certification  
Pennsylvania letter of eligibility necessary  
Knowledge of K-12 curriculum, instruction, and assessment, school organization and management, school district policy, and PA school law

**PHYSICAL DEMANDS:** Ability to reach above and below the waist  
Ability to use fingers to pick, feel and grasp objects  
Ability to lift and/or carry supplies and/or papers weighing no more than 20 lbs.  
Ability to mostly sit with some walking, standing or moving throughout the district

**SENSORY ABILITIES:** Visual acuity  
Auditory acuity

**WORK ENVIRONMENT:** Typical office environment  
Subject to inside environmental conditions

**TEMPERAMENT:** Must possess excellent interpersonal skills  
Must be able to work in an environment with frequent interruptions  
Able to make judgments and work under high level of stress

**COGNITIVE ABILITY:** Ability to communicate effectively  
Ability to organize tasks  
Ability to handle multiple tasks  
Ability to exercise good judgment

**SPECIFIC SKILLS:** Must possess leadership skills  
Must possess supervisory skills  
Must possess computer skills  
Ability to operate various office equipment

*(Reasonable accommodations may be made to enable a qualified individual with a disability or disabilities to perform the primary duties and responsibilities of the job.)*