

**JERSEY SHORE AREA SCHOOL DISTRICT
CONTRACT FOR EMPLOYMENT OF DISTRICT SUPERINTENDENT**

THIS CONTRACT is made and entered this 29th day of April, 2020, by and between the Board of School Directors of the Jersey Shore Area School District with offices located in Pennsylvania (hereinafter referred to as "District" or "Board" or "Board of School Directors") and Dr. Brian Ulmer (hereinafter referred to as "District Superintendent" or "Dr. Ulmer").

WHEREAS, the Board of School Directors at a meeting duly and properly called on the 29th day of April, 2020 did appoint and elect Dr. Ulmer to the office of District Superintendent for the Jersey Shore Area School District in accordance with the provisions of Sections 508, 1071, and 1073 of the Commonwealth of Pennsylvania's Public School Code of 1949 (hereinafter referred to as "Public School Code"); and

WHEREAS, the parties have agreed upon certain terms and conditions of employment in accordance with the Public School Code and desire to reduce said terms and conditions to writing;

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

1. Term.

The District has employed Dr. Ulmer and Dr. Ulmer hereby accepts said employment as District Superintendent of the Jersey Shore Area School District for a term of four years commencing on July 1, 2020 and ending on June 30, 2024 ("Term").

This Contract shall terminate immediately upon the expiration of the aforesaid Term unless the Contract is sooner modified or terminated in accordance with this Contract or allowed to renew automatically in accordance with Section 1073(b) of the Public School Code or this Contract.

2. Professional Qualifications.

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

3. Duties and Responsibilities.

- A. During the term of this Contract the District Superintendent agrees to serve as Chief Administrator of the School District and Executive Officer for the Board of School Directors, and to perform to the best of his ability the duties of the District Superintendent in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the District job description

for the position of District Superintendent (attached and incorporated into this Contract as Appendix A), the policies of the District and the provisions of this Contract.

- B. The District Superintendent shall have a seat on the Board of School Directors and the right to speak on all issues before the Board but shall not have the right to vote. The District Superintendent and/or his designee shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, excepting those relating to the District Superintendent's own employment, and shall serve as advisor to the Board and its committees in all matters affecting the District. The Board and its members individually shall promptly refer all criticisms, complaints and suggestions called to its attention to the District Superintendent for study, disposition, or recommendation as appropriate.
- C. The District Superintendent shall furnish recommendations to the Board of School Directors on all matters having to do with selection, appointment, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the District.
- D. The District Superintendent shall be responsible for the total day-to-day administration of the District subject to officially adopted policies of the Board. The administration of policy, the operation and management of the schools and the direction of employees of the District shall be through the District Superintendent. Duties and responsibilities therein shall be performed and discharged by him or by his staff under his direction. All official contacts between Board Members and the staff of the District shall be through the District Superintendent exclusively. Nothing in this section shall preclude the right of Board Members to exercise their responsibilities as 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.
- E. The District Superintendent agrees to devote his time, attention, energies, skills and labor to his employment as District Superintendent during the Term of this Contract provided, however, that he may undertake and be compensated for outside work including consultative work, speaking engagements, writing, lecturing, adjunct teaching, and other professional services which do not interfere with the performance of his duties as the District Superintendent under this Contract.
- F. The duties of the District Superintendent require his participation in professional associations and presence at numerous meetings, conventions, and conferences in order to maintain awareness of current issues, programs and information. The District Superintendent's attendance at such meetings, conferences, seminars, workshops, in-service programs, school activities, and graduate education programs is necessary to maintain the knowledge and skills required of his position.

4. Compensation – Salary and Benefits

A. Salary. In recognition of the complexity of the position of District Superintendent and the Board's desire to compensate its District Superintendent fairly, the Board of School Directors and the District Superintendent agree to the following:

- (1) Effective July 1, 2020, the annual base salary of the District Superintendent shall be the amount of One Hundred Twenty-seven Thousand Dollars (\$127,000.00).
- (2) District Superintendent's salary MAY be adjusted annually by the Board on July 1st of each subsequent year of this Contract and any extension thereof, provided that such adjustment shall not reduce the District Superintendent's annual salary in effect at any given time without the written approval of the District Superintendent. Any adjustment in salary made during the life of this Contract shall be recorded in the Board minutes and shall become part of this Contract. The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other administrative staff, unless otherwise agreed to in writing by the Board and District Superintendent.
- (3) The District in so annually adjusting the District Superintendent's salary shall not be considered to have entered into a new Contract with the District Superintendent or to have extended the termination date of this Contract.

B. Benefits. In addition to the annual salary set forth herein, the District Superintendent shall receive and the District shall provide and pay for the following benefits:

(1) ADMINISTRATOR BENEFITS

Except as otherwise specifically stated herein, the District Superintendent will receive all of the benefits available to District Administrators under the District's Act 93 Administrative Compensation Plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164) ("Act 93 Plan") in effect on July 1, 2020. The benefits in that Act 93 Plan are incorporated by reference. Any increase or improvement in benefits and incentives extended to District administrators through the Act 93 Plan during the term of this Contract will also be extended to District Superintendent and become part of this Contract. Any decrease or reduction in benefits or incentives to District administrators will not reduce the benefits and incentives provided to the District Superintendent during the Term of this Contract. Nothing contained herein shall preclude the District from providing additional benefits and incentives to the District Superintendent as may be agreed to by the parties.

(2) VACATION LEAVE

The District Superintendent shall receive twenty-five (25) days of vacation leave with full pay each year of this Contract, which shall be credited in full on July 1, 2020 and on July 1st of each subsequent year of this Contract. The District Superintendent will be able to carry ten (10) additional days of vacation at one time.

Vacation days not used by August 31 beyond the ten additional days (i.e., any unused vacation days over thirty-five days) will be rolled over on September 1st of each year of this Contract into an accumulated banked account. Upon retirement under a PSERS plan, the District Superintendent shall receive one hundred twenty-five dollars (\$125) per day for accumulated vacation leave in the banked account up to a maximum of one hundred (100) days.

In addition, the District shall pay the District Superintendent for earned unused days of vacation leave at the time this Contract is terminated for any reason, whether voluntarily or involuntarily, including but not limited to retirement, resignation, termination, death, mutual consent, or non-renewal of this Contract, at which time the School District shall pay the District Superintendent (or his spouse or estate in the event of his death) his then-current per diem rate of pay for each day of earned and unused vacation leave, up to a maximum payment for thirty-five (35) days. "Per diem rate" as the term is used throughout this Contract shall be calculated by dividing the District Superintendent's then-current annual salary by 240).

At the time this Contract is terminated for a PSERS retirement only, the District shall make such payment to the District Superintendent for unused vacation leave in the banked account as a non-elective employer contribution to the District 403(b) Plan account for the District Superintendent. There is no cash option for such payment. This non-elective contribution shall be subject to an amount up to or equal to the limits established by law for such accounts. If termination occurs other than through a PSERS retirement, the unused vacation days in the banked account shall be forfeited.

(3) SICK LEAVE

The District Superintendent shall be credited on July 1, 2020 with thirty (30) days of unused sick leave that has been transferred from his previous public school employment.

In addition, the District Superintendent shall receive twelve (12) days of sick leave with full pay each year of this Contract, which shall be credited in full on July 1, 2020 and on July 1st of each subsequent year of this Contract. Unused sick leave shall accumulate from year to year without limit.

The District shall pay the District Superintendent for unused days of sick leave at the time this Contract is terminated for a PSERS retirement only, at which time the District shall pay the District Superintendent Sixty Dollars (\$60.00) per day or such amount as is set forth in the existing School District Administration Compensation Plan, if higher, for each day of unused sick leave up to a maximum payment for two hundred fifty (250) days of unused sick leave. At the time this Contract is terminated, the District shall make such payment to the District Superintendent for unused sick leave as a non-elective employer contribution to the District's 403(b) Plan account for the District Superintendent. This non-elective contribution shall be subject to an amount up to or equal to the limits established by law for such accounts. There is no cash option for such payment.

The District Superintendent may use eight (8) days of sick leave each year to care for members of his "immediate family" as that term is defined in the "Bereavement Leave" paragraph of this Contract. Sick leave used for members of the District Superintendent's "immediate family" will be deducted from his allocated sick leave in the same manner as those used for the District Superintendent's own illness.

(4) BEREAVEMENT LEAVE

The District Superintendent shall be entitled to five (5) days of bereavement leave, with full pay, because of a death in the District Superintendent's immediate family. "Immediate family" is defined as father, mother, brother, sister, spouse, son, daughter, parent-in-law, stepparent, grandparent, grandchild, someone residing in the same household or any "near relative" with whom the District Superintendent lives. District Superintendent shall be entitled to three (3) days of bereavement leave, with full pay, because of a death of a near relative. "Near relative" is defined as District Superintendent's aunt, uncle, niece, nephew, first cousin, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. The District Superintendent may use additional days of sick leave for bereavement, in his sole discretion.

(5) TUITION REIMBURSEMENT, CONTINUING EDUCATION AND PROFESSIONAL DEVELOPMENT

The District shall pay the full cost of tuition and associated fees and books for all graduate courses, including on-line courses, taken by the District Superintendent at an accredited institution, up to a maximum of twelve (12) credits per year, with the understanding that any such courses must be approved in advance by the Board. The District shall make such payment to the District Superintendent upon his registration for each graduate course, when he submits the tuition bill to the District's business manager; provided that such courses are subject to repayment by the District Superintendent for any course in which the District Superintendent fails to receive a minimal final grade of "B" or better.

In addition, the District shall pay the full enrollment cost and/or tuition and fees for all professional development courses and continuing education courses taken by the District Superintendent during this Contract; provided that such courses are approved in advance by the Board and subject to repayment by the District Superintendent for any course in which the District Superintendent fails to successfully complete.

(6) PROFESSIONAL AND COMMUNITY ASSOCIATIONS

The District shall pay the full cost of the District Superintendent's annual membership and participation in at least four professional and community associations of the District Superintendent's choice, which professional association memberships shall include the American Association of School Administrators (AASA), Pennsylvania Association of School Administrators (PASA), and PASCD.

The District recognizes the obligation to professional growth and development provided by these affiliations and encourages and permits the District Superintendent to participate actively in the leadership of these organizations by holding office and serving on committees. The Board and District Superintendent may mutually agree to change, add to or delete the professional association memberships covered by this paragraph, and any such change shall be in writing and approved by the Board and District Superintendent.

(7) TECHNOLOGY AND MOBILE WIRELESS CAPABILITY

The District shall provide for the benefit of the District Superintendent and pay for a Smartphone mobile phone device and service and a laptop computer with wireless capabilities to be used for official business purposes in accordance with District policy. The District will provide a replacement Smartphone mobile device at the District Superintendent's request in two years from July 1, 2020. Any replacement of the device before that two-year period will be the responsibility of the District Superintendent, who will bear the cost, if any. The District shall also provide instruction and technical support to assist with access to the District's computer network from the District Superintendent's residence. The District shall not be responsible for the payment of the internet dial-up (or broadband) service at the District Superintendent's residence but shall pay for mobile wireless capability for the District Superintendent's laptop computer and other technological devices, including but not limited to his smartphone, iPad and/or other tablet computer. The District Superintendent agrees to return any equipment provided by the District at the conclusion of his employment.

(8) HEALTH INSURANCE & OPT OUT

The District shall provide the District Superintendent, his spouse, and eligible dependents health care insurance coverage and benefits under the same terms and conditions as provided to District administrators under the District's Act 93 Plan. The District Superintendent shall have the right, at his sole discretion, to select the health care insurance coverage and benefits for

himself, his spouse and eligible dependents from the plans offered by the District to any District administrator. The District Superintendent may elect to take a cash payment in lieu of the health care insurance coverage in the amount of Five Thousand Dollars (\$5,000.00) per year of uncovered service. Such opt out payment shall be made annually to the District Superintendent in a lump sum payment on or before November 30th.

5. Assessment of Performance.

- A. The Board shall evaluate, in writing, the performance of District Superintendent once a year during the term of this Contract, no later than June 30th of each year, unless the parties mutually agree in writing on another date for the annual evaluation. The annual performance assessment shall be conducted in an executive session limited to members of the Board of School Directors and the District Superintendent. An evaluation instrument and method mutually agreed upon in writing by the Board and the District Superintendent shall be utilized for the annual performance assessment. The Board and District Superintendent hereby agree to use the evaluation instrument and method attached hereto and incorporated by reference as Appendix B unless the Board and District Superintendent mutually agree in writing to use a different evaluation instrument and method. Each judgment by the Board shall be supported by rational and objective evidence. In the event the Board consensus determines that the performance of the District Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to the District Superintendent. The District Superintendent shall have the right to make a written response to the evaluation. The Board's evaluations and the District Superintendent's response(s) shall be totally private and in no manner become public knowledge either through written or verbal communication, except as otherwise expressly required by state or federal law. The District Superintendent's performance shall be deemed satisfactory and the District Superintendent shall not be subject to discipline, discharge or termination on the basis of neglect of duty or incompetency in any year when a formal performance assessment is not completed in accordance with this Contract.
- B. The performance assessment shall be used for the following purposes:
1. To strengthen the working relationship between the Board and the District Superintendent and to clarify for the District Superintendent and individual members of the Board of School Directors the responsibilities the Board relies on the District Superintendent to fulfill;
 2. To discuss and establish goals and/or objective performance standards for the ensuing year; and
 3. To establish the basis for possible increases in the annual salary for the District Superintendent.
- C. Performance Expectations, Including Objective Performance Standards. The performance of the District Superintendent shall be assessed in part against the objective performance standards that have been mutually agreed upon by the

Board and the District Superintendent. The Board shall post the mutually agreed upon objective performance standards on the District website and shall also annually post the date of the District Superintendent's annual performance assessment and whether or not the District Superintendent met the agreed upon objective performance standards. No other information regarding the District Superintendent's performance assessment shall be posted on the District website or in any other manner disclosed by the District unless expressly required to do so by state or federal law. The Board and District Superintendent hereby mutually agree to the objective performance standards which are attached hereto as Appendix C and incorporated herein by reference, and which shall be reviewed and updated as necessary on or before July 1st of each year of this Contract unless another date is mutually agreed upon by the Board and District Superintendent.

- D. The provisions of this Contract shall apply to and control the performance evaluation of the District Superintendent and shall supersede and replace, to the extent there is any conflict or inconsistency, any and all District policies and past practices of the Board.

6. Investigations by the Board.

In the event that the Board of School Directors directs that any investigation of the District Superintendent's conduct or performance be undertaken, the District Superintendent shall be: (i) notified of the occurrence and purpose of such investigation prior to the commencement of the same; (ii) granted access to all documents or reports generated by such an investigation and; (iii) granted the opportunity to respond, verbally or in writing, to any documents, findings or conclusions derived from such an investigation prior to the investigation being concluded. Any investigations undertaken by the Board shall be completed in private without any public disclosure by the Board or the District Superintendent of the commencement or progress of the same.

7. Professional Liability.

The District shall defend, hold harmless and indemnify the District Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the District Superintendent in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident arose while District Superintendent was acting, or reasonably believed he was acting, within the scope of his employment. If, in the good faith opinion of the District Superintendent, conflict exists in regard to the legal position of the District Superintendent and the legal position of the District or Board, the District Superintendent may engage separate counsel in which event the District shall indemnify and hold harmless the District Superintendent for the reasonable and actual costs of legal defense to the extent permitted by law. The obligations of this provision shall survive the termination of this Contract.

8. Reappointment.

The Board shall provide the District Superintendent with periodic opportunities to discuss the District Superintendent-Board relationship and shall inform him at least annually of any inadequacies perceived by the Board. If, at any time, the Board of School Directors decides that it does not desire to renew the contract of the District Superintendent for another term, the Board shall notify the District Superintendent in writing by certified mail, as soon as possible after such decision is made but no later than ninety (90) days prior to the expiration of the Term of this Contract, of the Board of School Directors' intent not to reappoint him. Should the District Superintendent not be so notified at least ninety (90) days prior to the expiration of the Term of this Contract, he shall be reappointed for a term of one year and the terms and conditions of this Contract shall be incorporated into a successor Contract unless mutually agreed otherwise by the Board and the District Superintendent.

9. Termination.

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

- A. The District Superintendent shall be subject to discharge and termination of this Contract for valid and just cause for the reasons specified in Section 1080 of the Public School Code. However, the Board shall not arbitrarily or capriciously call for the District Superintendent's dismissal and the District Superintendent shall in any event have the right to written charges, notice of hearing, fair and impartial hearing, all elements of due process, and the right to appeal to a court of competent jurisdiction. At any such hearing before the Board, the District Superintendent shall have the right to be present and to be heard, to be represented by counsel, and to present evidence, through witnesses, testimony, and documentation relevant to the issue. A transcript of the record of proceedings before the Board shall be made available without charge to the District Superintendent. The District Superintendent shall have the right to be represented by counsel at his sole cost and expense. Provided, however, if the charges against the District Superintendent are not sustained and/or should the District Superintendent prevail in any hearing or appeal, the Board shall reimburse the District Superintendent for all legal fees and expenses incurred by the District Superintendent in the proceedings.
- B. This Contract may be unilaterally terminated without penalty by the resignation of the District Superintendent at any time; provided the District Superintendent gives the Board at least ninety (90) days' notice prior to the effective date of the resignation. If this Contract is terminated in this manner, the District shall pay and provide to the District Superintendent all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverages and payment for unused leave, the District Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the effective date of his resignation and termination of this Contract plus any applicable post-employment and retirement benefits provided for in this Contract.

- C. This Contract may be terminated by the mutual consent, in writing, of the District Superintendent and the Board. If this Contract is terminated in this manner, the District shall pay and provide to the District Superintendent all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and coverages and payment for unused leave, the District Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the mutually agreed upon effective date of the termination of this Contract plus any applicable post-employment and retirement benefits provided for in this Contract and any additional amount mutually agreed upon by the Board and District Superintendent.
- D. This Contract shall be terminated upon the death of the District Superintendent, at which time, the District shall pay to the District Superintendent's spouse, estate and/or heirs, all of the aggregate compensation, salary, and benefits including but not limited to insurance premiums and coverages and payment for unused leave, the District Superintendent earned, accrued and/or is entitled to under this Contract through the end of the month in which the District Superintendent's death occurs.
- E. This contract may be terminated by the Board upon the disability of the District Superintendent for a continued period of six (6) months. "Disability" shall be defined for these purposes consistent with the School District's long-term disability policy as addressed in the District's Act 93 Plan. Upon termination for disability the District shall pay to the District Superintendent, all of the aggregate compensation, salary, and benefits including but not limited to insurance premiums and coverages and payment for unused leave, the District Superintendent earned, accrued and/or is entitled to under this Contract through the end of the month in which the District Superintendent's termination occurs plus any applicable post-employment and retirement benefits provided for in this Contract.

10. Modification.

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

11. Savings.

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

12. Obligations.

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

13. Statutory Reference.

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

14. Applicable Law.

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

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

[SIGNATURES TO FOLLOW ON PAGE 12]

JERSEY SHORE AREA SCHOOL DISTRICT:

By: 
President, Board of School Directors

4/30/2020
Date

ATTEST: 
Secretary, Board of School Directors

4/30/2020
Date

Dr. Brian Ulmer:

By: 
Brian Ulmer, District Superintendent

4/30/20
Date

Appendix A
**JERSEY SHORE AREA SCHOOL
DISTRICT**
Superintendent Job Description

Department:	District
Immediate Supervisor:	Board of Education
Certification:	Pennsylvania Letter of Eligibility

The Superintendent shall be the Chief Executive Officer (CEO) of the District. She/he is responsible for the effective operation of the District; general administration of all instructional, business or other operations of the District; and for advising and making recommendations to the Board of Education with respect to such activities. She/he shall perform all the duties and accept all of the responsibilities usually required of a Superintendent as prescribed by the Education Laws of Pennsylvania, the rules and regulations of the Pennsylvania Department of Education, Laws and regulations of the United States, statutes of Pennsylvania, and the policies, rules and regulations established by the Board of Education.

1. Primary Activities

The Superintendent shall possess the following powers and be charged with the following duties:

- A. To be the chief executive officer (CEO) of the District, with the right to speak on all matters before the Board, but not to vote.
- B. To enforce all provisions of law and all rules and regulations relating to the management of the schools and other educational, social and recreational activities under the direction of the Board.

2. Responsibilities

- A. Keep the Board informed of the condition of the District's educational system; assure effective communication between the Board and the staff of the school system. Relay all communications by the Board regarding personnel to district employees and receive from all school personnel any communications directed to the Board.
- B. Prepare the agenda for Board meetings, in consultation with the President of the Board. Prepare and submit recommendations to the Board relative to all matters requiring board action, placing before the Board such necessary and helpful facts, information, and reports as are needed to ensure the making of informed decisions.

- C. Submit to the Board a clear and detailed explanation of any proposed procedure that would involve either departure from established policy or the expenditure of substantial sums.
- D. Develop and recommend to the Board objectives of the educational system; see to the development of internal objectives which support those of the Board.
- E. Develop and recommend to the Board long-range plans consistent with population trends, cultural needs and the appropriate use of District facilities, and see to the development of long-range plans which are consistent with Board objectives.
- F. See to the development of specific administrative procedures and programs to implement the intent established by Board policies, directives and formal actions.
- G. See to the execution of all decisions of the Board.
- H. See that sound plans of organization, educational programs and services are developed and maintained for the Board.
- I. Maintain adequate records for the schools, including a system of financial accounts, business and property records, personnel records, school population and scholastic records. Act as custodian of such records and all contracts, securities, documents, title papers, books of records and other papers belonging to the Board.
- J. Be directly responsible for news releases and/or other items of public interest emanating from all District employees that pertain to education matters, policies, procedures, school related incidents or events. Approve media interviews of this nature with District employees.
- K. Provide for the optimum use of the staff of the District. See that the District is staffed with competent people who are delegated authority commensurate with their responsibilities. Define the duties of all personnel.
- L. See that appropriate in-service training is conducted. Summon employees of the District to attend such regular and occasional meetings as are necessary to carry out the educational programs of the District.
- M. Prior to action by the Board, recommend the appointment, discipline or termination of employment of the administrators of the District.

- N. Prior to action by the Board, recommend the appointment, discipline or termination of employment of teaching and non-teaching personnel of the District.
- O. See to the development throughout the District of high standards of performance in educational achievement, use and development of personnel, public responsibility and operating efficiency.
- P. See that effective relations with employee organizations are maintained, assume ultimate responsibility for collective negotiations with employees of the District.
- Q. See that the development, authorization and the maintenance of an appropriate budgetary procedure is properly administered. Prepare the annual proposed budget and submit to the Board as required by law or at such earlier date as is necessary to provide an adequate opportunity for the Board's discussion and deliberation.
- R. See that all funds, physical assets and other property of the District are appropriately safeguarded and administered.
- S. File, or cause to be filed, all reports, requests and appropriations as required by various governing bodies and/or Board policies.
- T. Establish and maintain liaison with community groups which are interested or involved in the educational programs of the District.
- U. Establish and maintain liaison with other school districts, the State Education Department, colleges and universities and the U.S. Department of Education.
- V. Act on own discretion in cases where action is necessary on any matter not covered by Board policy or directive. Report such action to the Board as soon as practicable and recommend policy in order to provide guidance in the future.

3. Primary Relationships

The Superintendent observes and conducts the following relationships:

A. Board of Education

- 1. As chief executive officer, be accountable to the Board of Education, as a Board, for the administration of the educational system and for the interpretation and fulfillment of the aforesaid functions, primary activities and responsibilities.

2. Attend, or have a representative attend, all meetings of the Board.
3. Represent the District as the chief executive officer in dealings with other school systems, professional organizations, business firms, agencies of government and the general public.
4. Report directly to the Board of Education, as a Board and as required to all appropriate governmental agencies.
5. Act as reference agent for problems brought to the Board.
6. Work with the Board of Education to develop appropriate programs and policies, upon either the recommendation of the superintendent or the initiative of the Board of Education.

B. Administrators

1. Directly oversee the work of other central office personnel.
2. Hold regular meetings with Building Principals, Coordinators/Directors and all other administrators to discuss progress and educational problems facing the District.
3. Direct the operations and activities of administrators; see that they effectively guide and coordinate the operations and activities of the educational system; secure their assistance in formulating internal objectives, plans and programs; evaluate their job performance; and stand ready at all times to render them advice and support.
4. Approve the vacation schedules for administrators; and be personally responsible for all evaluations of administrators.

C. Others

1. Work with other Board employees and advisors, including auditors, architects, attorneys, consultants and contractors.
2. Hold such meetings with teachers and other employees as is necessary for the discussion of matters concerning the improvements and welfare of the schools.

Represent the District In collective negotiations with recognized or certified Employee organizations.

- 3. Attend, or delegate a representative to attend, all meetings of municipal agencies or governmental bodies at which matters pertaining to the public schools appear on the agenda.**
- 4. Represent the District before the public and maintain through cooperative leadership, both within and without the District, such a program of public relations as may keep the public informed as to the activities, needs and successes of the District.**
- 5. Receive all complaints, comments, concerns and criticisms regarding the operation of the District from the public, employees of the District, students and Board members.**

APPENDIX B

Jersey Shore Area School District Superintendent

Superintendent Evaluation Tool Leadership Standards

Standard 1 - SHARED VISION. An education leader promotes personalized student success by thinking and planning strategically to create and sustain an organizational vision of learning that is shared and supported by the school community.

Standard 2 - CULTURE OF LEARNING. An education leader promotes personalized student success by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning.

Standard 3 - DECISION MAKING. An education leader promotes personalized student success by accessing and using appropriate data to inform decision making at all levels of the system.

Standard 4 – MANAGEMENT. An education leader promotes personalized student success by ensuring management of the resources for a safe, efficient and effective learning environment.

Standard 5 - FAMILY AND COMMUNITY. An education leader promotes personalized student success by collaborating, communicating, engaging and empowering others inside and outside of the organization to pursue excellence in learning.

Standard 6 – ETHICS. An education leader promotes the personalized student success by operating in a fair and equitable manner with personal and professional integrity.

Standard 7 – ADVOCACY. An education leader promotes personalized student success by advocating for children and public education in the larger political, social, economic, legal and cultural context.

Standard 8 - PERSONAL AND PROFESSIONAL GROWTH. An education leader promotes the personalized student success by supporting professional growth of self and others through practice and inquiry.

Standard 9 - OBJECTIVE PERFORMANCE STANDARDS. Section 1073.1 of the Public School Code of 1949 provides that “the employment contract for a district superintendent shall include objective performance standards mutually agree to in writing by the board of school directors and the district superintendent.” The objective performance standards may be based upon the following: 1) achievement of annual measurable objectives established by the school district; 2) achievement on the PSSA and/or Keystone Exams; 3) student growth as measured by PVAAS; 4) attrition or graduation rates; 5) financial management standards; 6) standards of operational excellence; or 7) any additional criteria deemed relevant and mutually agreed to by the board and district superintendent.

APPENDIX D

Standard 1 (SHARED VISION) An education leader promotes personalized student success by thinking and planning strategically to create and sustain an organizational vision of learning that is shared and supported by the school community.

Below are examples of behaviors that indicate success in meeting this standard:

- * In collaboration with others, uses appropriate data to establish rigorous, concrete goals in the context of student achievement and instructional programs.
- * Uses research and/or best practices in improving the educational program.
- * Aligns and implements the educational program, plans, actions and resources with the district's vision and goals.
- * Provides leadership for major initiatives and change efforts.
- * Communicates effectively to various stakeholders regarding progress with school improvement plan goals.
- * Constructively handles dissent and disagreements within the organization.

Rate on a scale of 1 to 4 where 4 is high and 1 is low (circle one): 4 3 2 1

Standard 2 (CULTURE OF LEARNING) An education leader promotes personalized student success by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning.

Below are examples of behaviors that indicate success in meeting this standard:

- * Monitors and evaluates the effectiveness of curriculum, instruction and assessment.
- * Articulates the desired school/system culture and shows evidence about how it is reinforced.
- * Systematically and fairly recognizes and celebrates accomplishments of staff and students.
- * Creates a system that prioritizes the needs of the staff in terms of professional development leading to improved student learning.
- * Oversees the evaluation of staff and ongoing coaching for improvement.
- * Monitors and evaluates the effectiveness of curriculum, instruction and assessment.
- * Is highly visible and engaged in the classrooms, schools and student activities.
- * Delegates appropriately to encourage the empowerment of staff

Rate on a scale of 1 to 4 where 4 is high and 1 is low (circle one): 4 3 2 1

APPENDIX B

Standard 3 (DECISION MAKING) An education leader promotes personalized student success by accessing and using appropriate data to inform decision making at all levels of the system.

Below are examples of behaviors that indicate success in meeting this standard:

- * Decisions are made after acquiring the best information possible.
- * Decisions are consistently made in a timely manner appropriate to the situation.
- * Decisions are consistently made based upon the needs of the students.

Rate on a scale of 1 to 4 where 4 is high and 1 is low (circle one): 4 3 2 1

Standard 4 (MANAGEMENT) An education leader promotes personalized student success by ensuring management of the resources for a safe, efficient and effective learning environment.

Below are examples of behaviors that indicate success in meeting this standard:

- * Complies with state and federal mandates and local board policies.
- * Has system in place to recruit, select, induct and retain staff to support quality instruction.
- * Addresses current and potential issues in a timely manner.
- * Manages fiscal and physical resources responsibly, efficiently and effectively.
- * Maximizes instructional time by effectively designing and managing operational procedures.
- * Communicates effectively with both internal and external audiences about the operation of the school/system.
- * Has systems in place to monitor budget

Rate on a scale of 1 to 4 where 4 is high and 1 is low (circle one): 4 3 2 1

APPENDIX B

Standard 5 (FAMILY AND COMMUNITY) An education leader promotes personalized student success by collaborating, communicating, engaging and empowering others inside and outside of the organization to pursue excellence in learning.

Below are examples of behaviors that indicate success in meeting this standard:

- * Engages families and community by promoting shared responsibility for student learning and support of the education system.
- * Facilitates the connections of students and families to the health and social services that support a focus on learning.
- * Mobilizes community resources to support individual student success.
- * Collaboratively establishes a culture that welcomes and honors families and seeks ways to engage them in student learning.
- * Evaluates staff and provides ongoing coaching for improvement.
- * Promotes collaboration with all stakeholders.
- * Is easily accessible and approachable to all stakeholders.

Rate on a scale of 1 to 4 where 4 is high and 1 is low (circle one): 4 3 2 1

Standard 6 (ETHICS) An education leader promotes the personalized student success by operating in a fair and equitable manner with personal and professional integrity.

Below are examples of behaviors that indicate success in meeting this standard:

- * Models values and beliefs and attitudes that inspire others to higher levels of performance.
- * Fosters and maintains supportive professional relationships with staff.
- * Demonstrates appreciation for and sensitivity to diversity within the school community.
- * Is respectful of divergent opinions and of different points of view within the boundaries of the values and mission of the organization.
- * Acts in accordance with the letter and spirit of the law.
- * Meets commitments, verbal, written and implied.

Rate on a scale of 1 to 4 where 4 is high and 1 is low (circle one): 4 3 2 1

APPENDIX B

Standard 7 (ADVOCACY) An education leader promotes personalized student success by advocating for children and public education in the larger political, social, economic, legal and cultural context.

Below are examples of behaviors that indicate success in meeting this standard:

- * Collaborates with community agencies and other decision makers to improve students' well-being.
- * Advocates for policies and practices to improve the welfare of students.
- * Communicates with all constituencies to advance the mission and goals of the district.
- * Communicates with all constituencies to advance the mission of public education.

Rate on a scale of 1 to 4 where 4 is high and 1 is low (circle one): 4 3 2 1

Standard 8 (PERSONAL AND PROFESSIONAL GROWTH) An education leader promotes the personalized student success by supporting professional growth of self and others through practice and inquiry.

Below are examples of behaviors that indicate success in meeting this standard:

- * Engages in periodic quality reflection and self-evaluation.
- * Seeks feedback from others internal and external to the school community.
- * Sets personal and professional job-related goals that are connected to the system's mission, vision and goals.
- * Participates in professional development opportunities to extend and expand upon one's knowledge, skills and competencies, including performance coaching if appropriate.
- * Arranges for the personal and professional development of others within the system, including the school board.
- * Reads professionally and seeks to stay abreast of current education and leadership research and theory.
- * Engages in activities to promote personal well-being.
- * Seeks to ensure that the resources for the above are available.
- * Uses current research and theory about effective schools and leadership to develop and revise his/her professional growth plan.

Rate on a scale of 1 to 4 where 4 is high and 1 is low (circle one): 4 3 2 1

APPENDIX B

Standard 9 (OBJECTIVE PERFORMANCE STANDARDS) Objective performance standards may be based upon the following: 1) achievement of annual measurable objectives established by the school district; 2) achievement on the PSSA and/or Keystone Exams; 3) student growth as measured by PVAAS; 4) attrition or graduation rates; 5) financial management standards; 6) standards of operational excellence; or 7) any additional criteria deemed relevant and mutually agreed to by the board and district superintendent.

It is suggested that five or fewer standards be used annually to keep the focus on the district's most critical items. Note: Section 1073.1 requires that the board to post the mutually agreed to objective performance standards on the school district's website. Upon completion of the annual performance assessment the board shall post the date of the assessment and whether or not the superintendent met the agreed to objective performance standards. It does NOT require the evaluation itself to be posted.

Below are criteria that should be considered when developing objective performance standards.

- * Standards must be clear and readily understandable so as to leave little room for misunderstanding by both the superintendent and members of the board.
- * Standards must be within the scope of the superintendent's control. They must only be held accountable for matters that are within their direct control.
- * Standards must be focused on district priorities by limiting the number of objective performance standards to the most important priority areas. PASA suggests no more than 5.
- * Standards must be directly aligned with the goals of the district as approved in board approved documents such as the district's mission and vision statements, strategic plan, superintendent's job description or board policies.
- * Standards should be designed to stretch, but not exceed, the capacity of the district in terms of time, talent and resources.
- * Standards must be readily measurable as determined through available quantitative data and/or through observation of activities/behavior.
- * Standards must have a clear timeframe for achievement – or reasonable benchmarks to measure progress.

Objective Performance Standards

Met/Did
Not Meet

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

APPENDIX B

Evaluation Summary

	<u>Rating</u>
Standard 1 - SHARED VISION	_____
Standard 2 - CULTURE OF LEARNING	_____
Standard 3 - DECISION MAKING	_____
Standard 4 – MANAGEMENT	_____
Standard 5 - FAMILY AND COMMUNITY	_____
Standard 6 – ETHICS	_____
Standard 7 – ADVOCACY	_____
Standard 8 - PERSONAL AND PROFESSIONAL GROWTH	_____
Standard 9 - OBJECTIVE PERFORMANCE STANDARDS: (Met/Did Not Meet)	
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

APPENDIX C

Jersey Shore Area School District Superintendent Objective Performance Standards 2020-2021

1. The Superintendent will submit a written report on the Superintendent Entry Plan to the Board of Directors by October 15, 2020.
2. During the 2020-2021 school year, the Superintendent will provide instructional leadership to building principals and ongoing oversight of the performance of each district school and to that end will submit building action plans to the Board of Directors by January 1, 2021.
3. The Superintendent will prepare and present a balanced budget to the Board for approval by June 30, 2021.

