

**ASSISTANT SUPERINTENDENT
ASSESSMENT OF PERFORMANCE**

The parties agree that FINE shall be subject to a formal written assessment of his performance by the Board of School Directors and/or the Superintendent of Schools at least on an annual basis, but also at any other time or times the Board of School Directors and/or the Superintendent of Schools choose to do so. The performance assessment shall be conducted in a private session limited to members of the Board of School Directors, the Superintendent of Schools, and FINE. A written evaluation form or format agreed upon by both parties to this Agreement shall be utilized for the performance assessment. Both parties agree that the written performance assessment shall be privileged and the Board Members, the Superintendent of Schools, and FINE shall respect the confidentiality of the discussions. The written performance assessment shall be used for the following purposes:

1. To strengthen the working relationship among FINE, the Superintendent of Schools and the Board of School Directors.
2. To discuss and establish goals for the ensuing year; and
3. To establish the basis for possible merit based salary increases.

Further, such written performance assessment shall be based upon one or more of the following objective criteria:

1. Achievement of annual measurable objectives established by the SCHOOL DISTRICT;
2. Achievement on Pennsylvania System of School Assessment (PSSA) tests;
3. Achievement on Keystone Exams;

4. Student growth as measured by the Pennsylvania Value-Added Assessment System (PVAAS);
5. Attrition rates or graduation rates;
6. Financial management standards;
7. Standards of operational excellence;
8. Compliance by FINE with all of the duties of FINE as specified above in Article II; or
9. Any additional criteria deemed relevant and mutually agreed to by the Board, the Superintendent of Schools and FINE.

TIMEFRAME OF WRITTEN ASSESSMENT OF PERFORMANCE

The required annual written assessment of the performance of FINE as Assistant Superintendent of Schools shall commence on or before April 30th of each year of this Agreement and be concluded no later than June 30th of each year of this Agreement.

REQUIRED CERTIFICATES OF SUPERINTENDENCY

During the term of this Agreement, FINE agrees to have on file in the Office of the Pennsylvania Secretary of Education any and all Certificates required by law to be filed to evidence that FINE is able to legally hold the position of Assistant Superintendent of Schools of the SCHOOL DISTRICT.