

## **MEMORANDUM SRS-439**

**TO:** School Board Members  
**FROM:** Office of the Superintendent  
**DATE:** January 30, 2008  
**SUBJECT:** Superintendent Evaluation/Contract

**RECOMMENDED ACTION:** Board's Discretion

## **SUPERINTENDENT EVALUATION PROCEDURE**

**Authority for Evaluation:** This procedure is adopted for the annual evaluation of the superintendent's performance by the school board.

**Purposes of Evaluation:** The purposes of this evaluation shall be to:

- \* Enhance the working relationship between the superintendent and the school board and its officers;
- \* Ensure that the policies and procedures of the school district are being effectively administered;
- \* Assess the superintendent's effectiveness in carrying out programs designed to meet the school district's plans and goals;
- \* Identify the school board's perceptions of the strengths of the superintendent and cooperatively develop a strategy for professional development and growth or to address any areas needing improvement.

**Evaluation Process:** Performance evaluation is an ongoing process. However, to provide a systematic and planned mechanism for analysis of and feedback on performance, the following process will be carried out by the school board:

- \* Prior to the February board meeting, the school district office will send Board members the written evaluation instrument and the superintendent's self-assessment of how district and professional goals have been accomplished.
- \* Evaluation forms from board members are to be returned to the Board president or his or her designee prior to the February meeting date specified. The Board president or designee will tally individual scoring and record individual statements. Copies of the summary of the evaluation results will be presented to the school board and the superintendent at the meeting.
- \* During the meeting the Board will meet in executive session to discuss evaluation results and reach a consensus. The Board will then meet in executive session with the superintendent to discuss this consensus.
- \* Based upon the evaluation meeting, the Board and the superintendent shall jointly develop a written plan of improvement (if needed) and/or professional goals for the superintendent for the following year. Progress on this plan shall be included as a basis for evaluation for the new year, along with the regular evaluation instrument and self-assessment report.
- \* A copy of the superintendent's annual evaluation shall be kept on file in the district office. Access to such reports should be limited to individuals with a legitimate need to review and use reports in order to assure appropriate use of the information.
- \* Board members shall treat the results of the evaluation with confidentiality.

## Southwest Region School District Superintendent Evaluation

### *Leadership*

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Score	4-Outstanding (Requires Written Comment)	3- Effective	2- Needs Improvement	1- Ineffective (add comments)
		Takes active leadership role in the development and improvement of the District	Responds to direction and suggestions of the Board regarding District improvement without providing leadership	Demonstrates an attitude of satisfaction with maintaining the status quo of the organization.
		Follows direction set by the District Plan; keeps Board periodically informed of progress	Linkage of district activities and programs to District Plan is not systematic; insufficient reports to Board	Decisions and activities show little regard to direction of District Plan; little information is given to the Board
		Understands and stays informed on all aspects of District operations; anticipates problems, provides solutions, operates well in crises	Unable to clearly articulate the services or activities of the District; doesn't anticipate problems or crises	Communications demonstrate poor understanding of activities of District or staff; often in crisis mode
		Works to implement a team concept with staff to insure employee efforts mesh to support the District's vision and mission	Pays limited attention to the interaction between staff members and service areas; staff doesn't clearly understand the mission	Allows professional and personal differences on staff to become public and tarnish the programs and credibility of the District.
		Demonstrates a thorough understanding of the role of the Superintendent	Does not seem clear on role of Superintendent or on Board expectations	Exceeds authority and disregards Board expectations

Comments:

## Southwest Region School District Superintendent Evaluation

### *Management*

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Score	4-Outstanding (Requires Written Comment)	3- Effective	2- Needs Improvement	1- Ineffective (add comments)
		Insures that the staff is comprised of individuals with appropriate skills and background to meet the District's needs	Occasionally selects staff with inadequate qualifications	Does not select nor align staff to meet the District's needs
		Delegates authority to appropriate staff members	Is reluctant to place much authority with key staff members	Rigidly controls all communications and decisions made within the administration
		Provides adequate supervision of District operations, insisting on competence and efficiency	Settle for "good enough" from staff, occasionally allowing decisions or communications to go out that reflect poorly on the District	Allows inferior work to be done, which damages the integrity and image of the District
		Understand the budgetary process and makes recommendations to keep the District fiscally sound	Demonstrates an incomplete understanding of budgeting; has difficulty explaining the context of financial reports	Presents flawed financial information to the Board; doesn't link the budget to the overall goals of the District.
		Develops and executes sound personnel procedures, practices, evaluations, and training	Demonstrates an incomplete understanding of personnel procedures	Presents flawed reasoning to Board regarding personnel matters

Comments:

## Southwest Region School District Superintendent Evaluation

### *External Relations*

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Score	4-Outstanding (Requires Written Comment)	3- Effective	2- Needs Improvement	1- Ineffective (add comments)
		Provides an effective voice for the District and advances its influence and credibility throughout the community	Provides a “presence” for the District, but is not assertive in articulation or advocating as the educational leader	Attitudes and behaviors consistently damage the District’s credibility and images
		Develops friendly and cooperative relationships with the news media, businesses, City and legislature	Is recognized as a representative of the District, but doesn’t forge relationships	Creates adversarial relationships that inhibit the District’s positive influence
		Encourages community members to become actively involved with the District and systematically provides them with opportunities and training	Does not provide community members sufficient understanding of District issues to allow them to be effective in their efforts.	Does not value the importance of informed community members or respect their influence
		Works effectively with public and private agencies; looks for opportunities to forge alliances to further the District mission	Does not seek opportunities to interact with other agencies	Does not appear to value collaboration with other agencies; contributes to difficult relations with others
		Solicits and give attention to problems and opinions of groups and individuals	Doesn’t actively seek to become informed of individuals or community concerns	Demonstrates disregard for concerns of others, acting instead on personal agenda and opinions.

Comments:

## School District Superintendent Evaluation

### *Board Relations*

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Score	4-Outstanding (Requires Written Comment)	3- Effective	2- Needs Improvement	1- Ineffective (add comments)
		Provides leadership and vision in assisting the Board to carry out the mission of the District through a planning process	Initiates a planning process for the Board at their request	Does not bring the need for an on-going planning process to the Board
		Offers professional recommendations to the Board on action items, based on thorough study and research	Provides recommendations upon request	Does not provide professional advise or guidance to the Board to assist in their decisions
		Assures that Board policies are routinely reviewed and kept updated	Revises Board Policies as need arises, but not with any regularity	Does not attempt to keep policy issues before the Board; policy manual does not receive regular attention
		Administers District within Policies of the Board	Occasionally takes actions that are contrary to Board Policy or direction of resolutions, without the knowledge of the Board	Relies on personal discretion in decision making with little regard to guidelines set by Board Policy
		Keeps the Board informed on issues, needs and operation of District through a regular reporting process; treats Board members with equal consideration and respect	Provides inconsistent information to Board members.	Rarely informs the Board of anything unless there is a problem; communicates only with a select few Board members.

Comments:

## School District Superintendent Evaluation

### *Personal Qualities*

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Score	4-Outstanding (Requires Written Comment)	3- Effective	2- Needs Improvement	1- Ineffective (add comments)
		Dedicated to high standards of performance and ethics in all personal and professional matters	Occasionally demonstrates a willingness to compromise standards or ethics for personal or professional gain	Behaves in a manner that calls integrity and ethics into serious question; trust is an issue
		Handles pressure and maintains poise and emotional stability in the full range of professional duties	Demonstrates poor behavior and lack of judgment under pressure	Behaves unprofessionally and with disregard to well-being of District
		Exercises good judgment in arriving at decisions; seeks information and counsel; analyzes facts and situations	Does not gather sufficient information before making decisions; is reactionary	Shows poor judgment, makes decisions with little regard to facts or advice from Board or Staff
		Communicates effectively through written and spoken word; is clear and persuasive; is an active listener; exhibits a sense of humor	Communicates with limited success	Has difficulty being understood; creates problems for the District through lack of communication skills
		Personal appearance in relation to professional duties is consistently appropriate and contributes to respect for the District	Attention to appropriate personal appearance is inconsistent	Shows consistent disregard for importance of maintaining an appropriate image for the District through personal appearance

Comments:

## CONCLUSIONS AND RECOMMENDATIONS

In view of the ratings and comments made by members of the school board, the following agreements have been reached by the Board and the superintendent:

**Goals for Professional Development for the coming year:**

**Plan of Improvement** (*this is to be employed if there are a number of ratings in the Needs Improvement or Ineffective columns of the evaluation instrument*)

With respect to the employment relationship between the superintendent and the school board, the Board recommends the following contract considerations:

**Length of Contract:**

**Compensation (Salary and Benefits):**

**Other terms:**

Signed: \_\_\_\_\_, President                      Date: \_\_\_\_\_

\_\_\_\_\_, Superintendent                      Date: \_\_\_\_\_



## **SUPERINTENDENT'S EVALUATION**

### **INSTRUCTIONS TO THE BOARD PRESIDENT**

The Board president or his/her designee shall be responsible for compiling the results of evaluations completed by individual members of the School board.

A tally sheet shall be kept to record the individual responses to the items on the check list. *No numerical score or average shall be assigned.*

Individual comments regarding concerns or recommendations for improvement should be recorded under each general category of items on the checklist, i.e. Leadership, Management of the school district, etc.

The summary of the tally sheet and the recorded statements should be copied and made available to each board member and the superintendent at or prior to the evaluation meeting. Discussion by the Board should be generally based on the reported results.

The full Board's conclusions and recommendations should be put in writing on the final form titled "Conclusions and Recommendations", which will become a part of the superintendent's personnel file. The form should be signed by the President and superintendent.

The superintendent shall also be provided with a copy of the tally sheet and individual comments as a means of clearly communicating specific concerns about his performance.

# SUPERINTENDENT EVALUATION

## Response Tally

### LEADERSHIP

Item #	Outstanding	Effective	Needs Improvement	Ineffective
1				
2				
3				
4				
5				
6				

***LEADERSHIP Comments***

# SUPERINTENDENT EVALUATION

## Response Tally

### ***MANAGEMENT OF THE SCHOOL DISTRICT***

Item #	Outstanding	Effective	Needs Improvement	Ineffective
1				
2				
3				
4				
5				

***MANAGEMENT OF THE SCHOOL DISTRICT Comments:***

# SUPERINTENDENT EVALUATION

## Response Tally

### ***EXTERNAL RELATIONS***

Item #	Outstanding	Effective	Needs Improvement	Ineffective
1				
2				
3				
4				

***EXTERNAL RELATIONS Comments:***

# SUPERINTENDENT EVALUATION

## Response Tally

### ***BOARD RELATIONS***

Item #	Outstanding	Effective	Needs Improvement	Ineffective
1				
2				
3				
4				
5				

***BOARD RELATIONS Comments:***

# SUPERINTENDENT EVALUATION

## Response Tally

### *PERSONAL QUALITIES*

Item #	Outstanding	Effective	Needs Improvement	Ineffective
1				
2				
3				
4				
5				
6				

*PERSONAL QUALITIES Comments:*

**SOUTHWEST REGION SCHOOL DISTRICT  
SUPERINTENDENT'S CONTRACT**

THIS AGREEMENT this 25<sup>th</sup> day of May, 2005 by and between SOUTHWEST REGION SCHOOL DISTRICT, hereinafter referred to as the "District", and JACK G. FOSTER, hereinafter referred to as "Superintendent" for the assignment to the position of Superintendent of the Southwest Region School District with central offices at Dillingham, Alaska.

In consideration of the mutual covenants and agreements hereinafter made by and between the parties, the parties agree as follows:

1. **Employment.** The District employs the Superintendent and the Superintendent hereby accepts employment by the District upon all terms and conditions set forth herein.

2. **Term.** The employment agreement shall become effective as of July 1, 2005 and shall continue in force and effect through the 30th day of June, 2008.

3. **Compensation and Benefits.**

a. The Superintendent's annual salary is based upon 260 days of service per year. The Superintendent's annual salary shall be \$103,000, provided, however, that the parties may negotiate to increase Superintendent's salary following Superintendent's evaluations in the first and second years of the contract. If the parties do not reach agreement on an increased salary figure, Superintendent's salary shall remain \$103,000.

The Superintendent shall not be entitled to overtime pay or additional compensation for any work performed on weekends, holidays, after normal working hours, or in excess of 260 days of service per year.

b. The Superintendent shall receive the following additional benefits:

(1) **Reimbursed Expenses.** The Superintendent shall receive per diem compensation for the Superintendent's transportation and lodging for

District business, according to the policies adopted by the Board or the policies which may hereafter be adopted.

(2) **Health Care Insurance.** District shall provide the same health care insurance policy provided for the District's certificated staff. The District shall pay the employee-only premium for such coverage.

(3) **Teachers' Retirement System.** The Superintendent authorizes deductions to be made from Superintendent's paychecks for contributions to the Teacher Retirement System (TRS).

(4) **Sick Leave.** The Superintendent shall be entitled to sick leave of one and one-third (1 1/3) days per month, totaling 16 days per year. Sick leave days may be accumulated without limit. The Superintendent may use sick leave days as provided in 4 AAC 15.040 as may be amended from time to time. Sick leave shall have no cash value.

(5) **Leave.** The Superintendent shall be entitled to 30 days annual leave during each year of the term of this Contract. The Superintendent shall take a majority of Superintendent's leave during the summer season and all leave must be approved by the Board, provided, however, that such requests may not be unreasonably denied. Annual leave may not be cashed out or accrued from year to year. The Superintendent shall ensure adequate administrative coverage at all times when he is absent for any reason from the School District.

(6) **Moving Expenses.** The District shall reimburse Superintendent's reasonable moving expenses up to a maximum of \$2,500 upon delivery of receipts for those expenses. Such reimbursement shall be exempt from withholdings to the extent permitted under applicable tax laws.

(7) **Holidays.** The Superintendent shall be entitled to the following seven (7) holidays: Labor Day, Thanksgiving and the following day, Christmas Day, New Year's Day, Memorial Day and Independence Day.



(8) **Housing.** The Superintendent shall reside in District housing for the term of this agreement or until this agreement is terminated. Housing, home heat, and electricity shall be provided at no cost to Superintendent. Superintendent shall pay for other housing utilities and services.

(9) **Other insurance.** The District shall provide Superintendent a term life policy and travel insurance consistent with those benefits provided to other Administrators pursuant to the collective bargaining agreement between the district and the Southwest Region Administrative Association.

4. **Duties.** The Superintendent is the chief administrative officer of the District and shall be responsible for the efficient, effective, and economical direction of the administration of the school system in conformance with all applicable statutes, rules, regulations and the policies of the Board. The Superintendent shall perform such duties as are established by the rules, regulations, policies, and directions of the District, by and through the Board of Education, which may be changed from time to time. Such rules, regulations, policies and directions may either be oral or written.

5. **Superintendent Status.** It is understood and agreed by the parties that the Superintendent's position is not tenured and that the Superintendent shall acquire no tenured status as a teacher, administrator or other employee of the District by reason of his employment as Superintendent of the District. Further, this Contract does not provide any right of employment following the expiration of this Contract. The Superintendent hereby expressly waives any right to automatic reemployment as set forth in AS 14.20.145. It is expressly understood that this Contract replaces any other contract for employment issued prior to the date of this Contract and extinguishes any other rights (contractual, statutory, or otherwise) to employment with the District.

6. **Administrator's Certificate.** This Contract is conditioned upon the Superintendent having and maintaining of his Alaska Administrator's Certificate with Superintendent's endorsement. If Superintendent's certificate or endorsement is revoked,

suspended or lapses during the term of this Contract, this Contract may be terminated by the District, without liability.

7. **Release.** The Superintendent will not be released from this Contract without the written agreement of the District.

8. **Point of Hire.** Superintendent specifically agrees that the point of hire of this Contract is Dillingham, Alaska. The District shall not be obligated to provide return transportation for the Superintendent pursuant to the provisions of AS 23.10.380. Superintendent expressly waives any rights set forth in said statute.

9. **Oath of Allegiance.** The Superintendent swears to (or affirms) the oath of allegiance as set forth in AS 39.05.045.

10. **Limitation of Other Employment.** The Superintendent shall devote his full time to the duties of a Superintendent and shall accept no other employment without obtaining the prior written consent of the Board of Education. The Superintendent shall accept no additional compensation through the use of any District related grants. The Superintendent shall not have any contractual dealings with any affiliate entities without Board approval.

11. **Evaluation Procedure.** The Superintendent's performance shall be evaluated at least once annually pursuant to Board policy. Performance standards will be drawn from the District's policy manual and the Superintendent's job description contained in the policy manual as well as other criteria for performance which the Board may adopt. The Superintendent shall place "Superintendent Evaluation" on the regular Board meeting agenda of the January meeting of each year of this Contract.

12. **Professional Responsibility.** The Superintendent shall abide by the Code of Ethics and the Professional Teaching Standards adopted by the Professional Teaching Practices Commission.

13. **Medical Examination and Certificate.** No later than August 31 of each year of the Contract, the Superintendent will file with the District a medical certificate in a form prescribed by the District. The cost of said annual medical examination shall be borne by

the District (not including transportation or other incidental expenses). Any report of the medical examination shall be given directly and exclusively by the examining physician to the Superintendent. The Board shall be advised in writing by the physician of the continued physical fitness of the Superintendent to perform his duties and such report shall be confidential. This Contract may be terminated without penalty to the District should the Superintendent fail to obtain a valid medical certificate within thirty (30) days of receiving a written request to do so.

14. **Discharge for Cause.** This Contract may be terminated for cause. Cause shall include, but not be limited to, the grounds set forth in AS 14.20.170 as well as an objectively reasonable loss of trust in the Superintendent by the Board as set forth in *Kilmer v Dillingham City School District*, 932 P.2d 757 (Alaska 1997). The Superintendent hereby expressly waives any rights as set forth in AS 14.20.170 and AS 14.20.180. If the Board decides to proceed with termination for cause, the Superintendent shall have the right to a written statement of cause and a pretermination conference with the Board in executive session to respond to the statement of cause. The Superintendent waives his right to have the pretermination conference in public session. The Board shall provide the statement of cause at least 10 days prior to the pretermination conference. The statement of cause shall set forth the time, date, and place of the conference, and shall set forth the grounds for the proposed termination with sufficient specificity to provide the Superintendent a reasonable opportunity to respond. Thereafter, the Board shall vote on the proposed termination for cause in open session. The Superintendent shall have the right to be accompanied by legal counsel at the pretermination hearing. Such legal counsel shall be paid for by the Superintendent and the District shall have no liability for any legal costs or fees incurred.

15. **Discharge Without Cause.** The Board may terminate this Contract without cause upon giving the Superintendent 10 days written notice, and by making a severance payment to the Superintendent equal to three (3) months salary or the balance of the salary due under the Contract, whichever is less.

16. **Final Pay Check.** The Board may withhold the Superintendent's final pay check pending submission of summaries, statistics, documents, school property or pending resolution of salary or compensation disputes. The Superintendent waives the right to be paid final payment within seventy-two (72) hours of termination as set forth in AS 23.05.140.

17. **Entire Agreement.** This Contract is the entire agreement between the parties. Any oral agreement between the parties shall be null and void. This Contract shall be modified only in writing. This Contract extinguishes any earlier written contracts between the parties.

18. **Nonassignment.** This Contract shall be nonassignable by either party and shall not be specifically enforced by either party.

19. **Indemnification.** The District agrees to defend, save and hold harmless, and indemnify the Superintendent against any tort, professional liability claim or demand or other legal action (including a complaint or investigation undertaken by the P.T.P.C.) arising out of any alleged act or omission by the Superintendent in performance of the duties set forth in paragraph 4 herein, provided that the act or omission is within the course and scope of his employment. The District will defend, compromise and/or settle any such claim or suit and pay the amount of any settlement or judgment rendered therein. The District will defend, compromise or settle any claim in its sole, good faith discretion; provided, however, that with respect to charges filed with the Professional Teaching Practices Commission, if the Superintendent objects to the District's proposed settlement of such claim, Superintendent may elect to refuse the proposed settlement and bear the costs of defense accruing from that date forward. The indemnification provided herein shall continue after the employment relationship between the Superintendent and the District is terminated or expires as long as the conduct, action or omission complained of occurred during the course of the Superintendent's employment with the District.

Indemnification is conditioned upon the Superintendent informing the District in writing as soon as possible and no later than ten (10) days from the date the Superintendent

received an oral or written demand, notice, summons, or complaint which may give rise to a right to indemnification as expressed herein. This provision shall not provide the Superintendent with indemnification, including reasonable attorney fees, in the case of any dispute with the District or School Board over the terms of this Contract or termination thereof.

20. **Construction of Agreement.** This Contract shall be interpreted according to the laws of the State of Alaska and shall not be subject to any rule of construction against the drafter thereof. In the event any provision of this Contract is found to be in violation of Alaska law, such provision(s) shall be stricken, but the remainder of the Contract shall remain in full force and effect.

21. **Binding Effects.** This Contract is not binding on either the Superintendent or the District until it has been signed by the Superintendent, approved by the School Board, and signed by at least two members of the School Board.

**ACCEPTANCE**

I hereby accept this offer of position and the conditions contained herein.

*Jack Lister*  
Superintendent

5-18-05  
Acceptance Date

**ACCEPTANCE**

The above Contract is hereby accepted on behalf of the District.

*[Signature]*  
President, Board of Education

*[Signature]*  
Secretary, Board of Education

May 25, 2005  
Acceptance Date

Superintendent's Contract  
S1411/215/CN13874(2005)

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