

**EMPLOYMENT AGREEMENT
BETWEEN
BOARD OF SCHOOL DIRECTORS OF
CENTRAL BUCKS SCHOOL DISTRICT
AND
STEVEN M. YANNI, Ed.D.**

THIS AGREEMENT, made and entered into this 14th day of May, 2024, is made by and between the BOARD OF SCHOOL DIRECTORS OF THE CENTRAL BUCKS SCHOOL DISTRICT ("Board") and STEVEN M. YANNI, Ed.D. ("Dr. Yanni") or "Superintendent" or "District Superintendent").

WHEREAS Central Bucks School District ("District") is a school district of the Commonwealth of Pennsylvania with its principal office located at 20 Welden Drive, Doylestown, Pennsylvania 18901; and

WHEREAS, the Board desires to appoint and employ Dr. Yanni as the District Superintendent; and

WHEREAS, Dr. Yanni desires to accept said employment and appointment; and

WHEREAS, at its regularly scheduled meeting held on May 14, 2024, after written notice to the Board of School Directors as required by Section 1073 of the Pennsylvania Public School Code of 1949, as amended ("School Code") the Board voted to hire Dr. Yanni as District Superintendent for a five-year term beginning the earlier of August 14, 2024 or the first work day after Dr. Yanni's release from the Lower Merion School District and ending the earlier of August 13, 2029 or exactly five full calendar years from his first work day with the Central Bucks School District, and enter into an employment Agreement ("Agreement") with Dr. Yanni, in accordance with Sections 508, 1071, 1073 and 1073.1 of the School Code. Dr. Yanni's term as District Superintendent shall be exactly five full calendar years; and

WHEREAS, both parties desire that Dr. Yanni shall be and continue to be the District Superintendent upon the terms and conditions hereinafter set forth and in accordance with the applicable provisions of the School Code and the laws of Pennsylvania;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and INTENDING TO BE LEGALLY BOUND HEREBY, the parties agree as follows:

- I. **TERM.** The District hereby employs Dr. Yanni and Dr. Yanni hereby accepts employment as District Superintendent for a five (5) year period beginning the earlier of August 14, 2024 or the first work day after Dr. Yanni's release from the Lower Merion School District and ending the earlier of August 13, 2029 or exactly five full calendar years from his first work day with the Central Bucks School District ("Term"). The Term of this Agreement shall be exactly five full calendar years. Any adjustment in the specific dates of the Term of this Agreement pursuant to this provision shall be applied consistently throughout this Agreement.

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

- II. CERTIFICATION AND COMPLIANCE WITH THE LAW.** The Superintendent shall comply with all requirements set forth in the School Code, as amended, the regulations of the Pennsylvania Department of Education, and the rules, regulations and policies adopted in accordance with law, from time to time, by the Board. This shall include, but not be limited to, Dr. Yanni maintaining throughout the Term of this Agreement a valid and appropriate certificate (i.e., Letter of Eligibility) to act as a district superintendent in the Commonwealth of Pennsylvania. Dr. Yanni further agrees to subscribe to and take the oath of office before beginning his duties in accordance with Section 1004 of the School Code.

III. DUTIES.

- A. Dr. Yanni shall have charge of the administration of the District's schools under the direction of the Board. He shall: be the chief executive officer of the District; direct and assign professional employees and other employees of the District under his supervision; organize, reorganize and arrange the administrative and supervisor staff, including instruction and business affairs, as best serves the District; select or recommend for selection all personnel, subject to the approval of the Board; from time to time suggest policies, regulations, rules and procedures deemed necessary for the well-ordered operation of the District; and in general perform, to the best of his abilities, all duties incident to the office of District Superintendent and such other duties that the Board may require in accordance with law.
- B. The Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its attention to Dr. Yanni for study and recommendation.
- C. In accordance with the School Code, the District Superintendent shall have a seat on the Board and the right to speak on all issues before the Board but shall not have the right to vote. Unless otherwise proscribed by law, Dr. Yanni and/or his designee shall have the right to attend all Board meetings and all Board and citizen committee meetings, serve as an ex-officio member of all Board committees and provide administrative recommendations on each item of business considered by each of these groups. The Board reserves the right to conduct an executive session concerning Dr. Yanni's performance without Dr. Yanni's presence, and to refuse a designee for any executive session.
- D. No policy or bylaw of the Board shall diminish the Superintendent's statutory power or authority. Moreover, all duties assigned by the Board to the Superintendent should be appropriate to and consistent with the professional role and responsibility of the office of district superintendent. Dr. Yanni shall be the chief administrative officer for the District, and the Board and Dr. Yanni shall develop protocols to ensure that Dr. Yanni is kept apprised of all relevant communications to the Board regarding District business.

- E. Dr. Yanni shall perform to the best of his abilities such additional services and responsibilities as set forth from time to time by the Board in accordance with law and all such duties as set forth herein.

- IV. **OUTSIDE ACTIVITIES.** Dr. Yanni shall devote his entire working time, skill, labor, attention and energy to said employment during the Term of this Agreement, provided, however, that Dr. Yanni may undertake and may be compensated for consultative work, speaking engagements, writing, lecturing, adjunct teaching, and other professional duties and obligations which do not interfere with the performance of his duties as District Superintendent. In such cases, compensation paid to Dr. Yanni in connection with these activities shall be retained by Dr. Yanni. In the event that Dr. Yanni is engaged in such outside activities during the normal school workday, Dr. Yanni agrees to use his personal or vacation leave for such activities. Dr. Yanni shall notify the Board of any outside activities prior to their commencement. In the event the Board reasonably determines that such activities are interfering with the performance of his duties as District Superintendent, Dr. Yanni will cease such activities upon the directive from the Board, as soon as he is practically and reasonably able to discontinue such activities. If any such activities require Dr. Yanni to be absent from the District for more than three (3) full working days, Dr. Yanni shall report this to the Board in advance and obtain prior Board approval. Each day of any absence related to any outside activities shall be deducted as a vacation day or personal day as selected by Dr. Yanni. In no case will the District be responsible for any expenses attendant with any outside activities unless preapproved by the Board.
- V. **DISTRICT'S RULES AND REGULATIONS.** Dr. Yanni shall adhere to all rules, policies and regulations of the District which are presently in force or which may be established hereafter with respect to the conduct of the Superintendent generally, in accordance with law. The Board shall have the right to amend, review, revise or discontinue its policies or procedures as the Board deems necessary from time to time in accordance with law. Any such change in such policies or procedures will be effective upon issuance of the same by the Board, unless the Board declares otherwise. The provisions of this Agreement shall prevail over any inconsistent Board rules, regulations, policies or procedures.
- VI. **POWER OF SUPERINTENDENT TO BIND DISTRICT.** Dr. Yanni may not enter into any contract or otherwise bind the District in any way without proper authority or approval from the Board. Any contracts which Dr. Yanni enters into without proper authorization will not be binding upon the District and may form the basis for the Board's initiation of a termination proceeding in accordance with Section 1080 of the School Code.
- VII. **DUTY OF LOYALTY.** Dr. Yanni agrees that while he is employed by the District, he will at all times act to protect and promote the interests of the District. Dr. Yanni acknowledges that as a public official he may not engage in any conduct which constitutes a conflict of interest. Further, Dr. Yanni will not accept any payment of any kind from any person or entity seeking to do business with the District when such payment is intended to secure favorable treatment from the District. Dr. Yanni will promptly disclose to the Board all information which would be useful to the District in protecting and promoting the District's interest, including information about Dr. Yanni's interest in or relationship to any person or entity whose interests may be adverse to the interests of the District.

VIII. PROFESSIONAL GROWTH. The Board encourages Dr. Yanni's continuing professional growth through his participation, as he might decide in light of his responsibilities as District Superintendent, in:

- A. The operations, programs, conferences, and other activities conducted or sponsored by local, state and national school administrator and school boards associations;
- B. Seminars and courses offered by public or private educational institutions, professional associations, or organizations, including but not limited to professional development and continuing education;
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the District; and
- D. Visits to other institutions.

The Board shall permit a reasonable amount of release time for Dr. Yanni as deemed appropriate by the Board in consultation with Dr. Yanni, to attend to such matters and the District will pay for the necessary memberships, tuition, fees, travel and subsistence expenses, as approved by the Board in the annual budget and in accordance with this Agreement.

IX. COMPENSATION. For all services rendered by Dr. Yanni under this Agreement, the District shall compensate Dr. Yanni at an annual salary as follows:

- A. Effective on the first day of the Term of this Agreement, the annual salary of Dr. Yanni shall be Two Hundred Seventy-Five Thousand and 00/100 Dollars (\$275,00.00).
- B. For the school year beginning July 1, 2025 and each July 1 thereafter for the Term of this Agreement, Dr. Yanni's compensation shall be increased as follows:
 - 1. If Dr. Yanni receives an overall performance rating of "exceeds expectations" for the prior school year in accordance with this Agreement, his then-current annual salary shall be increased by three and one-half percent (3.5%).
 - 2. If Dr. Yanni receives an overall performance rating of "meets expectations" for the prior school year in accordance with this Agreement, his then-current annual salary shall be increased by two and one-half percent (2.5%).
 - 3. If Dr. Yanni receives an overall performance rating of "partially meets expectations" or "failed to meet expectations" for the prior school year in accordance with this Agreement, his salary will remain unchanged from the previous year.

4. The Board of Directors retain the right, in its sole and unfettered discretion, to authorize payments of a one-time bonus for Dr. Yanni's exceptional service on a particular project or issue. Such one-time bonus payments shall not be added to Dr. Yanni's base salary for any given year.
5. The Board shall not decrease Dr. Yanni's salary at any time during the Term of this Agreement unless agreed to in writing by Dr. Yanni. Dr. Yanni shall not be paid less than Two Hundred Seventy Five Thousand and 00/100 Dollars (\$275,000.00) in any year of this Agreement. Dr. Yanni's compensation shall be based upon two hundred sixty (260) days worked each School Year (July 1 to June 30).

X. EMPLOYMENT BENEFITS. Dr. Yanni shall receive the following employment benefits.

A. Sick Leave.

1. Effective on the first day of the Term of this Agreement, Dr. Yanni shall be credited with thirty (30) unused days of sick leave transferred from his prior employment with the Lower Merion School District, subject to verification in writing from the Lower Merion School District.
2. Dr. Yanni shall receive fifteen (15) sick days for each year of this Agreement, which for the first year of the Agreement shall be credited in full on the first day of the Term of this Agreement and on July 1 of each subsequent year of this Agreement. Unused sick leave shall accumulate from year to year without limit.
3. Dr. Yanni may use all or any part of such accumulated sick leave in any one or more School Years. Dr. Yanni may use his days of sick leave to care for members of his "immediate family" as that term is defined in the "Bereavement Leave" section of the District's Administrator Compensation Plan ("Act 93 Agreement"). Sick days used for members of his "immediate family" will be deducted from his allocated sick leave in the same manner as those used for his own illness.
4. Upon Dr. Yanni's retirement into the Pennsylvania Public School Employees' Retirement System ("PSERS"), the District shall pay Dr. Yanni for unused days of sick leave at the rate set forth in the District's then-current Act 93 Agreement.

B. Emergency Leave. Dr. Yanni shall be entitled to two (2) full days' emergency leave (without loss of pay) during a School Year. The emergency days are not cumulative. Emergency is defined as an event which is uncontrolled by Dr. Yanni and which requires his immediate attention.

C. Personal Leave.

1. Dr. Yanni shall receive three (3) full days personal leave (without loss of pay or accumulated sick leave) during each School Year of the Agreement, which for the first year of the Agreement shall be credited in full on the first day of the Term of this Agreement and on July 1 of each subsequent year of this Agreement.
2. Personal leave may be accumulated, but shall be limited to the maximum of five (5) days use in a School Year.
3. At termination, except for termination for cause under Section 1080 of the School Code, unused personal leave shall be converted to Dr. Yanni's sick leave.

D. Bereavement Leave.

1. Dr. Yanni shall receive bereavement days in accordance with the Administrator Compensation Plan ("Act 93 Agreement") then in effect. Dr. Yanni may use additional days of sick leave for bereavement with Board approval.
2. The Board may extend a period of absence for bereavement with pay at its discretion.

E. Health Coverage. The District shall provide to Dr. Yanni, his spouse and eligible dependents medical insurance coverage and benefits, including, but not limited to hospitalization, physician coverage, major medical, prescription, vision, and dental coverages and contributions to a Health Savings Account or Health Retirement Account, if applicable, under the same terms and conditions as such medical insurance coverage and benefits and payments are provided to District administrators under the then-current Administrator Compensation Plan ("Act 93 Agreement").

1. Dr. Yanni shall pay the same premium share for his health insurance coverage as required by the then current Act 93 Agreement.
2. The District shall allow Dr. Yanni, upon his retirement, to remain on the District's health care plan, at his sole cost and expense, until he reaches the age of Medicare eligibility regardless of his age or years of service at the point of his retirement. Dr. Yanni will reimburse the District for the cost of the plan without being charged any administrative fees. The obligations of this provision shall survive the termination of this Agreement.

F. Life Insurance.

The District shall obtain and pay the full cost of the premiums for the purchase of a term life insurance policy for Dr. Yanni with a benefit amount equal to Five Hundred Thousand and 00/100 Dollars (\$500,000.00). Dr. Yanni shall have the sole right to determine the beneficiary of such policy.

- G. Tax Sheltered Annuity Plan. The District shall make a nonelective employer contribution in the amount of One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) each month for the Term of this Agreement to a tax sheltered 403b plan of Dr. Yanni's choice. These contributions will be made by the 5th of each month, with the final payment to be prorated based on the last date of Dr. Yanni's employment. The parties agree that such contributions are not compensation for purposes of the Pennsylvania Public School Employees' Retirement System ("PSERS") retirement and, therefore, neither an employee nor an employer contribution is due on the payments, nor are the payments includable in calculating PSERS benefits.
- H. Holidays. Dr. Yanni shall receive, with full pay, all holidays available to twelve-month administrative employees covered under the School District's then-current Act 93 Agreement.
- I. Expenses. District shall pay or reimburse Dr. Yanni for reasonable expenses approved by the Board and incurred by Dr. Yanni in the continuing performance of his duties under this Agreement, and in accordance with District policy. All such expenses shall be pre-approved by the Board.
- J. Reimbursement for Travel Expenses. The District shall reimburse Dr. Yanni for mileage associated with the use of his private vehicle in the performance of his duties under this Agreement when traveling on behalf of the District (excepting travel that is a commute from Superintendent's home to any District facility or between District facilities), which reimbursement shall be at the most current Internal Revenue Service approved per mile rate.
- K. Technology. Superintendent shall be issued a laptop and cell phone for use in the performance of his duties, and the District shall pay the expenses for cell phone service. Due to the nature of the District Superintendent's responsibilities and schedule with the District, it will not be a violation of any District Policy or this Agreement for Dr. Yanni to reasonably use, for personal use, District-issued equipment, technology and electronic resources such as computers, email, phones, internet service, and the like.
- L. Membership Fees.
1. District shall pay the full cost of Dr. Yanni's membership fees and participation in the American Association of School Administrators (AASA), the Pennsylvania Association of School Administrators (PASA.) and the University of Pennsylvania Center for School Study Councils ("Penn Study Council").
 2. Recognizing the importance of a strong working relationship between the schools and the community, the District retains the right, in its sole discretion, to pay dues, membership fees and related expenses for the Superintendent's memberships in service and civic associations and additional professional associations as may be approved by the Board in the District's annual budget.
- M. Professional Development. Dr. Yanni shall be entitled to the full cost of tuition incurred for all graduate level courses in a college or university approved

program, as pre-approved by the Board. In addition, the District shall pay the full cost for all additional professional development and continuing education courses taken by Dr. Yanni during the Term of this Agreement.

- N. Vacation. Dr. Yanni shall receive twenty-five (25) days of vacation leave with full pay each year of this Agreement, which for the first year of the Agreement shall be credited in full on the first day of the Term of this Agreement and on July 1 of each subsequent year of this Agreement. In addition, the unused portion of such allowance of vacation leave shall accrue from year to year, provided that the District Superintendent shall not carry over more than ten (10) unused days of vacation into a subsequent school year.
1. On June 30th of each year of this Agreement, the District shall pay Dr. Yanni the rate of Five Hundred and 00/100 Dollars (\$500.00) for each day of his unused vacation leave, up to a maximum of ten (10) days of unused vacation leave. Such payment shall be made as a non-elective employer contribution to Dr. Yanni's 403b account. 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 for unused vacation leave.
 2. The District shall pay Dr. Yanni for his unused days of vacation leave at the time this Agreement is terminated for any reason except for termination with cause pursuant to Section 1080 of the School Code, at which time the District shall pay Dr. Yanni his then-current per diem rate of pay for each day of unused vacation leave, up to a maximum payment for thirty-five (35) days of unused vacation leave ("Per diem rate" as the term is used throughout this Agreement shall equal Dr. Yanni's gross annual salary divided by two hundred sixty). The School District shall make such payment for unused vacation leave to Dr. Yanni as a non-elective contribution to Dr. Yanni's 403b account. This non-elective contribution shall be subject to an amount up to or equal to the limits established by law for such accounts. If the compensation limits established for such accounts are exceeded, the School District shall contribute the remaining balance of such amount as a non-elective contribution to Dr. Yanni's 403b account in subsequent years until the amount is exhausted, subject to the limitations of the Internal Revenue Code. There is no cash option for such payment for unused vacation leave.
- O. Conferences. Dr. Yanni shall be entitled to attend one (1) national conference, and one (1) state, regional or local conference per year and the District shall pay associated expenses. The Board of School Directors may, in its sole discretion, grant approval for additional conferences upon Dr. Yanni's request.
- P. Court Duty. Dr. Yanni shall be granted time, without loss of salary and benefits, to serve as a juror or witness, by subpoena, on condition that money received for such service, if any, shall be given to the District for deposit in the General Fund and provided the proceeding does not involve the District in an adversarial manner, and/or Superintendent is not being tried for an alleged criminal act.

- Q. Resignation. In the event the Superintendent should resign, be terminated or die during the Term hereof, the benefits provided under Sick Days, Personal Days, Vacation Days and Tax Sheltered Annuity shall be prorated for the days worked in the final School Year of this Agreement based on a two hundred sixty (260) day work year.
- R. Additional Administrator Benefits. Dr. Yanni shall be entitled to any and all benefits provided to other District administrators as specified in the District's Act 93 Agreement or through an individual employment contract, even though such benefits are not enumerated in this Agreement. Any increase or improvement in benefits and incentives extended to District administrators during the Term of this Agreement will also be extended to Dr. Yanni and become part of this Agreement. To the extent there is any duplication, inconsistency or conflict between the benefits in this Agreement and the benefits provided to any other District administrator, Dr. Yanni shall receive the benefit most advantageous to Dr. Yanni. Nothing contained herein shall preclude the District from providing additional benefits to Dr. Yanni as may be agreed to by the parties.

XI. LEGAL LIABILITY PROTECTION.

- A. The District shall defend, hold harmless and indemnify Dr. Yanni from any and all demands, claims, suits, actions and legal proceedings brought against Dr. Yanni in his individual capacity or his official capacity as agent and employee of the District, provided the incident arose while Dr. Yanni was acting, or reasonably believed he was acting, within the scope of his employment and the defense of the action and indemnification costs are within the authority of the Board to provide under state law. The obligation of the District to defend, hold harmless, and indemnify Dr. Yanni as set forth above shall apply even if the lawsuit in question occurs after Dr. Yanni retires or otherwise leaves the position of District Superintendent, provided the events which gave rise to the lawsuit arose while the Dr. Yanni was acting, or reasonably believed he was acting, within the scope of his employment as District Superintendent. The obligations of this provision shall survive the termination of this Agreement.
- B. The District shall purchase a legal liability insurance policy, which shall be subject to the approval of Dr. Yanni, which approval shall not be unreasonably withheld, and which shall define the insureds as including Dr. Yanni. Dr. Yanni's coverage under such policy shall be subject to the terms, conditions, limitations and exclusions of the policy.

XII. GOALS AND OBJECTIVES. On or prior to August 31st of each School Year of this Agreement, the Board and Superintendent will meet to establish District goals and mutually agreed upon Objective Performance Standards for the next School Year.

XIII. EVALUATION.

- A. The Board shall evaluate, in writing, the performance of Dr. Yanni each School Year during the Term of this Agreement, but 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 evaluation shall be conducted in an

executive session limited to members of the Board of School Directors and Dr. Yanni using a mutually agreed upon evaluation instrument and method as the basis for said evaluation. The Board and Dr. Yanni hereby agree to use the evaluation instrument and method attached hereto and incorporated by reference as Appendix A unless the Board and Dr. Yanni mutually agree in writing to use a different evaluation instrument and method. However, any assessment system selected shall require the Board to speak in one voice as an entire Board rather than "averaging" the feedback of each member regarding each aspect of the evaluation. In the event the Board consensus determines that the performance of Dr. Yanni is unsatisfactory in any respect, it shall describe in writing and in reasonable detail, the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to Dr. Yanni. Dr. Yanni shall have the right to make a written response to the evaluation. The Board's evaluation and Dr. Yanni's response(s) shall be totally confidential and in no manner become public knowledge or conversation except otherwise expressly required by state or federal law. In any year of this Agreement when a performance assessment is not completed for Dr. Yanni in accordance with this Agreement, Dr. Yanni's overall performance shall be deemed to meet expectations (or comparable rating); he shall be deemed to have met all objective performance standards; and Dr. Yanni shall not be subject to discipline, discharge or termination on the basis of neglect of duty or incompetency in any of the domains within the evaluation instrument. However, the failure of the Board to provide any evaluation shall not be considered a breach of this Agreement.

- B. Performance Expectations, Including Objective Performance Standards. The performance of Yanni shall be assessed in part against the objective performance standards that have been mutually agreed upon by the Board and Dr. Yanni in accordance with the School Code. The Board shall post the mutually agreed upon objective performance standards on the District website and shall also annually post the date of Dr. Yanni's annual performance assessment and whether or not Dr. Yanni met the agreed upon objective performance standards. No other information regarding Dr. Yanni'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 Dr. Yanni mutually agree to the objective performance standards which are attached hereto as Appendix "A" and incorporated herein by reference, and which shall be reviewed and updated as necessary on or before August 31st of each School Year of this Agreement unless another date is mutually agreed upon by the Board and Dr. Yanni.

XIV. RENEWAL OF EMPLOYMENT AGREEMENT.

- A. Pursuant to Section 1073(b) of the School Code, the agenda for a public meeting of the Board of School Directors held at least ninety (90) days prior to the expiration date of the Term of this Agreement shall include an item requiring the affirmative vote of five (5) or more members of the Board of School Directors of the Board's intent to retain the Dr. Yanni for another three (3) to five (5) year term or that another or other candidates will be considered for the office. In the event the Board fails to take such action, Dr. Yanni shall continue in office for a further term of one (1) year and the terms and conditions of this

Contract will be incorporated in a successor employment contract, unless mutually agreed otherwise by the Board and the District Superintendent.

- B. Superintendent shall, by certified mail to each member, remind the Board of the existence of this automatic renewal clause in Section 1073(b) of the School Code. Such notice shall be sent on or before one hundred twenty (120) calendar days prior to the expiration of this Agreement.

XV. TERMINATION OF EMPLOYMENT AGREEMENT. This Agreement may be terminated prior to the end of the Term of this Agreement as follows:

- A. Dr. Yanni shall be subject to discharge and termination of this Agreement for valid and just cause for the reasons specified in Section 1080 of the Public School Code (24 P.S. §10-1080). However, the Board shall not arbitrarily or capriciously call for Dr. Yanni's dismissal and Dr. Yanni shall have the right to written charges, notice of hearing, fair and impartial hearing, all elements of due process, the right to appeal to a court of competent jurisdiction, and any other rights provided by law. At any such hearing before the Board, Dr. Yanni shall have the right to be present and to be heard, to cross-examine witnesses and to present evidence through documentation, witnesses and testimony. Dr. Yanni shall have the right to be represented by counsel at his sole cost and expense. A transcript of the record of the proceedings before the Board shall be provided without charge to Dr. Yanni.
- B. In the event Dr. Yanni becomes unable to perform the essential functions of his position as District Superintendent, with or without reasonable accommodation, by reason of his physical or mental disability in accordance with law, and said disability continues for a period of more than six (6) continuous calendar months including all sick or other usable leave to which Dr. Yanni is entitled under this Agreement or otherwise, the District may, at its discretion, request a health examination by a licensed physician of Dr. Yanni's choosing. If the consulting physician determines that the disability will extend more than six (6) calendar months after its inception and such disability renders Dr. Yanni unable to perform the essential functions of his job with or without reasonable accommodation, the District may, at its option, terminate this Agreement, whereupon the respective duties, rights, and obligations contained herein shall terminate, except that life and health insurance benefits under this Agreement or at least substantially equivalent life and health insurance benefits, shall continue until the end of the applicable plan year subject to Dr. Yanni contributing his share toward premium costs as set forth in the District's Act 93 Agreement or until such time as Dr. Yanni becomes employed in another public school entity and becomes eligible for other substantially equivalent health and life insurance benefits by virtue of that employment, whichever comes first. In addition, the District shall pay Dr. Yanni for his unused vacation and sick leave in accordance with this Agreement. Notwithstanding any other provision of this Agreement, the District and Dr. Yanni agree that is the express intention of the parties that Dr. Yanni has not waived or in any way impaired his rights, nor will the District unlawfully discriminate against Dr. Yanni or violate his rights, under the Americans with Disabilities Act, the Family and Medical Leave Act, the Pennsylvania Human Relations Act, the Public School Code, or any other applicable state or federal law.

- C. This Agreement may be unilaterally terminated without penalty by the resignation of Dr. Yanni at any time provided he gives the Board at least ninety (90) days' notice prior to the effective date of the resignation. If this Agreement is terminated in this manner, the Board shall immediately pay and provide to Dr. Yanni all of the aggregate compensation, salary and benefits including, but not limited to, insurance premiums and coverages and payment for unused leave, earned and/or accrued that he is entitled to in accordance with this Agreement through the effective date of his resignation and termination of this Agreement plus any applicable post-employment and retirement benefits provided for in this Agreement. However, it is specifically agreed that the School Year in which Dr. Yanni resigns, all vacation, personal and sick days earned for that School Year only shall be prorated from July 1st of that School Year to date of resignation and those pro-rated days shall be added to the others earned for purposes of the calculation for any payment due for unused days hereunder. Dr. Yanni will not be reimbursed for any days earned at the District but carried forward to any new employer. Upon the request of Dr. Yanni and at the discretion of the Board, the 90-day notice period may be waived or reduced by the Board.
- D. This Agreement may be terminated by the mutual consent, in writing, of Dr. Yanni and the Board. If this Agreement is terminated in this manner, the District shall immediately pay and provide to Dr. Yanni all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and coverages and payment for unused leave, earned, and/or accrued that he is entitled to in accordance with this Agreement through the mutually agreed upon effective date of the termination of this Agreement plus any applicable post-employment and retirement benefits provided for in this Agreement and a severance payment to Dr. Yanni as follows:
1. If this Agreement is terminated with two (2) years or more remaining in the Term of this Agreement, the Board shall pay Dr. Yanni the equivalent of one (1) year's compensation and benefits, without increase in salary during the year of termination;
 2. If this Agreement is terminated with less than two (2) years remaining to the end of the Term of this Agreement, the Board shall pay Dr. Yanni the equivalent of one-half (1/2) of the total compensation and benefits due under the Agreement for the remainder of the Term without an increase in salary during the year of termination.

The Parties agree that Dr. Yanni will be entitled to payment for unused sick days that have accrued under this Agreement (with no payment for unused sick days transferred from his previous employer), and that payment for those days shall be at the value set for payout of sick days in the District's Act 93 Agreement at the time of separation.

- E. This Agreement shall be terminated upon the death of Dr. Yanni, at which time the District shall pay to Dr. Yanni's surviving spouse, or if no surviving spouse to his estate and/or heirs, all of the aggregate compensation, salary, and benefits

Dr. Yanni earned, accrued and/ or is entitled to under this Agreement through the date of Dr. Yanni's death.

XVI. MISCELLANEOUS.

- A. All references to the Public School Code of 1949 ("School Code") contained in this Agreement also refer to any amendments to such School Code or to any recodification of such School Code.
- B. Any notice required by this Agreement shall be effective if mailed to the District or Board at the address contained herein or if mailed to Dr. Yanni at his last home address provided to District.
- C. This Agreement shall bind the parties, their heirs, executors, administrators, successors and assigns.
- D. This Agreement may be modified only by mutual written agreement of the parties; such modification to be evidenced by a written amendment to the Agreement signed and dated by Dr. Yanni and approved by the Board and signed and dated by a duly authorized officer(s) of the Board. Any such amendments shall, upon execution, become of the same form and effect as if incorporated herein.

XVII. SAVINGS CLAUSE. If during the Term of this Agreement, a court of competent jurisdiction rules that a specific clause of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force.

XVIII. ENTIRE AGREEMENT. This Agreement contains the entire Agreement between the parties except as otherwise stated herein and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement, including any statements in referenced exhibits or attachments that may be in conflict with the statements herein, and shall be binding on the heirs, successors, assigns and legal representatives of the parties.

XIX. INTERNAL REVENUE CODE SECTION 409A COMPLIANCE. This Agreement and its operation are intended to comply with Section 409A of the Internal Revenue Code to the extent such Internal Revenue Code section applies to any non-qualified deferred compensation paid hereunder. The District and Dr. Yanni intend that this Agreement shall be administered, interpreted and construed in a manner consistent with Section 409A of the Internal Revenue Code and the regulations relating thereto so as not to subject Dr. Yanni to the payment of tax, interest and any tax penalty which may be imposed under Section 409A. The provisions of this Agreement shall be construed and interpreted in such a manner consistent with such good faith intent. Each payment and each installment described in this Agreement shall be considered a separate payment from each other payment or installment. Notwithstanding any other provision of this Agreement, it is intended that any payment or benefit which is provided pursuant to or in connection with this Agreement which is considered to be nonqualified deferred compensation subject to Section 409A shall be provided and paid in a manner, and at such time and in such form, as complies with the applicable requirements of Section 409A of the Internal Revenue Code. The District and Dr. Yanni shall cooperate in good faith to modify this Agreement as necessary to comply

with the requirements of Section 409A of the Internal Revenue Code and preserve to the maximum extent possible the economic value of the relevant payment or benefit to Dr. Yanni under this Agreement. The obligations of this provision shall survive the termination of this Agreement.

XX. VENUE AND JURISDICTION.

- A. Consent to Jurisdiction. Dr. Yanni and the Board each hereby irrevocably submits to the personal jurisdiction of the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Bucks County, Pennsylvania in any action or proceeding arising out of or relating to this Agreement or the employment of Dr. Yanni with the District, and Dr. Yanni and the Board hereby irrevocably agree that all claims in respect of any such action or proceeding may be heard and determined in either such court, as appropriate.
- B. Venue. Dr. Yanni and the Board each hereby irrevocably waives any objection which he or the Board, respectively, now or hereafter may have to the laying of venue of any action or proceeding arising out of or relating to this Agreement brought in the United States Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Bucks County, Pennsylvania, and any objection on the ground that any such action or proceeding in either of such courts has been brought in an inconvenient forum.
- C. Dr. Yanni and the Board each acknowledge that he and it, respectively, have read and understand the foregoing provisions and that such provisions are reasonable and enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Karen Smith, President, Board of School Directors
of the Central Bucks School District

Date

Stephanie Radcliffe, Secretary, Board of School Directors
of the Central Bucks School District

Date

Steven Yanni, Ed.D, District Superintendent.

Date

APPENDIX A
CENTRAL BUCKS SCHOOL DISTRICT
SUPERINTENDENT EVALUATION MATERIALS
District Superintendent's Leadership Focus Areas
And Objective Performance Standards

Superintendent's Objective Performance Standards and Leadership Focus Areas

DRAFT MATERIALS





SUPERINTENDENT EVALUATION MATERIALS
*Superintendent's Objective Performance Standards
and Leadership Focus Areas*

Introduction | This document contains draft objective performance standards (OPS) and leadership focus areas (LFAs). The OPS must be mutually agreed to by our Team of 10 and posted on the District's website. The LFAs will serve as an internal document among our Team of 10.

Objective Performance Standards (OPS) | These OPS will be approved at the regular meeting of the Board and posted on the District's website. Following each annual evaluation, the Board shall include a statement to accompany his OPS noting the date of his evaluation along with a determination of whether or not he met each of the OPS.

Leadership Focus Areas (LFA) | The LFAs outlined in this document are based on work from the Pennsylvania Association of School Administrators (PASA). I will use these LFAs to guide my leadership of the District.

Quarterly Updates | I will provide quarterly, evidenced-based updates to the Board as written documentation of my progress toward meeting the OPMs and aligning my leadership of the District to the LFAs. Below is a chart with quarterly dates and deadlines for providing the Board with quarterly, evidenced-based updates.

Quarter	Quarterly Dates	Deadline for Quarterly Update
1	July 1st - September 30th	October 14th
2	October 1st - December 31st	January 14th
3	January 1st - March 31st	April 14th
4	April 1st - June 30th	July 14th

DRAFT OBJECTIVE PERFORMANCE STANDARDS (OPS) & RELATED RUBRIC

Objective Performance Measures

Objective Performance Standard #1

OPS - During the 2024-2025 school year, Dr. Yanni will facilitate a comprehensive review of student achievement data to identify achievement and opportunity gaps and to provide an action plan for continuous improvement.

Success Criteria - This OPS will be met by conducting a review of state assessment data and identifying achievement gaps between and among student groups. Opportunity gaps, if they exist, will also be identified. An action plan will be developed no later than December 1, 2024 outlining the steps the District will take to improve student achievement.

Performance Indicators

- ☐ Met
- ☐ Not Met

Objective Performance Standard #2

OPS - During the 2024-2025 school year, Dr. Yanni will work collaboratively with members of the Leadership Team and staff to develop a pilot for full day kindergarten to run during the 2025-2026 school year.

Success Criteria - This OPS will be met by establishing a working committee of staff to define components of a pilot full day kindergarten program. The committee will consist of administrators and professional staff members. Further, Dr. Yanni will provide the Board of School Directors with a comprehensive plan for a full day kindergarten pilot no later than March 1, 2025. The plan will include a complete list of priority tasks, resources needed, and a personnel and budgeting plan.

Performance Indicators

- ☐ Met
- ☐ Not Met

Objective Performance Standard #3

OPS - During the 2024-2025 school year, Dr. Yanni will evaluate the District 2023-2026 comprehensive plan and provide status updates on the action plans for each priority area in a written report to the Board.

Success Criteria - This OPS will be met by providing the Board with a written containing status updates on each action plan contained in the comprehensive plan. Further, Dr. Yanni will hold a State of the District event no later than May 1, 2025.

Performance Indicators

- ☐ Met
- ☐ Not Met

Objective Performance Standard Rubric

Designation	Criteria
Met	<ul style="list-style-type: none">• The evidence provided by the superintendent demonstrates clear progress toward goals and objectives.• Achievements align with the school district's mission and vision.
Not Met	<ul style="list-style-type: none">• The evidence provided by the superintendent indicates limited or no progress toward goals and objectives.• Achievements do not align with the school district's mission and vision.

LEADERSHIP FOCUS AREAS (LFA) & RELATED RUBRIC

Leadership Focus Areas

Shared Vision for CBSD

As Superintendent, I will promote student success and create and sustain an organizational vision of learning that is shared and supported by the school community. Indicators of success include:

- In collaboration with others, uses appropriate data to establish rigorous, concrete goals in the context of student achievement and instructional programs.
- Aligns and implements the educational program, plans, actions and resources with the district's vision and goals.
- Communicates effectively to various stakeholders regarding progress with school improvement plan goals.
- Constructively handles dissent and disagreements within the organization.

Performance Indicators

- ☐ Exceeds expectations.
- ☐ Meets expectations.
- ☐ Partially meets expectations.
- ☐ Fails to meet expectations.

Culture for Learning for CBSD

As Superintendent, I will promote student success by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning. Indicators of success include:

- Monitors and evaluates the effectiveness of curriculum, instruction, and assessment.
- Articulates the desired school/system culture and shows evidence about its reinforcement.
- Systematically and fairly recognizes and celebrates the 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.

Performance Indicators

- ☐ Exceeds expectations.
- ☐ Meets expectations.
- ☐ Partially meets expectations.
- ☐ Fails to meet expectations.

Decision-Making for CBSD

As Superintendent, I will promote student success by accessing and using appropriate data to inform decision-making. Indicators of success include:

- 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 on the needs of the students.

Performance Indicators

- ☐ Exceeds expectations.
- ☐ Meets expectations.
- ☐ Partially meets expectations.
- ☐ Fails to meet expectations.

Management for CBSD

As Superintendent, I will promote student success by ensuring management of the resources for a safe, efficient, and effective learning environment. Indicators of success include:

- Complies with state and federal mandates and local board policies.
- Has systems 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.

Performance Indicators

- ☐ Exceeds expectations.
- ☐ Meets expectations.
- ☐ Partially meets expectations.
- ☐ Fails to meet expectations.

Family and Community Engagement for CBSD

As Superintendent, I will promote student success by collaborating, communicating, engaging and empowering others inside and outside of the organization to pursue excellence in learning. Indicators of success include:

- 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.

Performance Indicators

- ☐ Exceeds expectations.
- ☐ Meets expectations.
- ☐ Partially meets expectations.
- ☐ Fails to meet expectations.

Ethical Leadership for CBSD

As Superintendent, I will promote success by operating in a fair and equitable manner with personal and professional integrity. Indicators of success include:

- 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.

Performance Indicators

- ☐ Exceeds expectations.
- ☐ Meets expectations.
- ☐ Partially meets expectations.
- ☐ Fails to meet expectations.

Advocacy for CBSD

As Superintendent, I will promote student success by advocating for children and public education in the larger political, social, economic, legal and cultural context.

Indicators of success include:

- 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.

Performance Indicators

- ☐ Exceeds expectations.
- ☐ Meets expectations.
- ☐ Partially meets expectations.
- ☐ Fails to meet expectations.

Professional Growth for Dr. Yanni on Behalf of CBSD

As Superintendent, I will promote student success by supporting professional growth of self and others through practice and inquiry.

- 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.
- Uses current research and theory about effective schools and leadership to develop and revise his/her professional growth plan.

Performance Indicators

- ☐ Exceeds expectations.
- ☐ Meets expectations.
- ☐ Partially meets expectations.
- ☐ Fails to meet expectations.

Leadership Focus Areas Rubric

Designation	Criteria
Exceeds Expectations	<ul style="list-style-type: none"> • The evidence provided by the superintendent demonstrates clear and consistent achievement of goals and objectives. • Achievements are significant and align closely with the school district's mission and vision. • There is ample evidence of innovative leadership and positive impact on student outcomes and the school community as a whole.
Meets Expectations	<ul style="list-style-type: none"> • The evidence provided by the superintendent indicates consistent progress toward goals and objectives. • Achievements are notable and generally aligned with the school district's mission and vision. • Leadership initiatives have shown some innovation and positive impact on student outcomes and the school community.
Partially Meets Expectations	<ul style="list-style-type: none"> • The evidence provided by the superintendent suggests limited progress toward goals and objectives. • Achievements are modest and may not fully align with the school district's mission and vision. • Leadership initiatives may lack innovation and have limited impact on student outcomes and the school community.
Fails to Meet Expectations	<ul style="list-style-type: none"> • The evidence provided by the superintendent demonstrates little to no progress toward goals and objectives. • Achievements are minimal or not clearly articulated in alignment with the school district's mission and vision. • Leadership initiatives show little innovation and have negligible impact on student outcomes and the school community.