

**ASSITANT SUPERINTENDENT FOR ELEMENTARY EDUCATION  
EMPLOYMENT AGREEMENT  
BETWEEN  
BOARD OF SCHOOL DIRECTORS OF  
CENTRAL BUCKS SCHOOL DISTRICT  
AND  
HELEN SCLAMA ZALESKI, Ed.D.**

THIS AGREEMENT, made and entered into this 24<sup>th</sup> day of April, 2025, is made by and between the BOARD OF SCHOOL DIRECTORS OF THE CENTRAL BUCKS SCHOOL DISTRICT ("Board" or "District") and HELEN SCLAMA ZALESKI, Ed.D. ("Dr. Zaleski" or "Assistant Superintendent"). The District and the Assistant Superintendent shall be collectively referred to as "the parties."

WHEREAS Central Bucks School 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 parties agree that on the date of this Agreement, Dr. Zaleski has continually served the Central Bucks School District since 2003, has served as a District administrator since 2018, and has approximately twenty-seven (27) years of service in the Commonwealth of Pennsylvania Public School Employees' Retirement System (PSERS).

WHEREAS, the Board desires to appoint and employ Dr. Zaleski as the Assistant Superintendent for Elementary Education; and

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

WHEREAS, at its regularly scheduled meeting held on April 24, 2025, upon the nomination of the District Superintendent, the Board voted to hire Dr. Zaleski as Assistant Superintendent for Elementary Education for a five-year term beginning on July 1, 2025 and ending on June 30, 2030, and enter into this employment Agreement ("Agreement") with Dr. Zaleski, in accordance with Sections 508, 1071, 1073 1073.1, 1076, and 1077 of the Pennsylvania Public School Code of 1949, as amended ("School Code"); and

WHEREAS, both parties desire that Dr. Zaleski shall be and continue to be the Assistant 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. Zaleski and Dr. Zaleski hereby accepts employment as Assistant Superintendent for Elementary Education for a five (5) year period beginning on July 1, 2025 and ending on June 30, 2030 ("Term").

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 1077(b) of the School Code.

**II. PROFESSIONAL QUALIFICATIONS.** Dr. Zaleski possesses all of the qualifications that are required by law to serve as an Assistant Superintendent in the Commonwealth of Pennsylvania and she will maintain the same throughout the Term of this Agreement. Dr. Zaleski agrees to subscribe to and take the oath of office before beginning her duties in accordance with Section 1004 of the School Code.

**III. DUTIES.**

- A. The District and Dr. Zaleski recognize and agree that the function of the Assistant Superintendent for Elementary Education is to lead and manage the elementary division of the District under the direction and control of the District Superintendent and to help further the fundamental mission of the District, which is the delivery of quality educational services to the Central Bucks School District community.
- B. Dr. Zaleski agrees to perform the duties of the Assistant Superintendent to the best of her abilities in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the District's Job Description for the position of Assistant Superintendent, and the provisions of this Agreement.
- C. The specific duties and responsibilities of Dr. Zaleski shall include those contained in Section 1082 of the School Code, the District's Job Description for the position of Assistant Superintendent, and additional duties as assigned by the Board and District Superintendent in accordance with law. All duties assigned to the Assistant Superintendent by the Board or District Superintendent shall be appropriate to and consistent with the professional role and responsibilities of the Assistant Superintendent.
- D. The duties of the Assistant Superintendent require her participation in professional associations and presence at numerous meetings, conventions, and conferences in order to maintain awareness of current issues, programs and information. The Assistant Superintendent's attendance at seminars, workshops, in-service programs, school activities, and graduate education programs is necessary to maintain the knowledge and skills required of her position. The District considers the expenses involved in such activities to be directly related to the Assistant Superintendent's duties and appropriate for payment or reimbursement in accordance with this Agreement.

**IV. OUTSIDE ACTIVITIES.** Dr. Zaleski shall devote her entire working time, skill, labor, attention and energy to said employment during the Term of this Agreement, provided, however, that Dr. Zaleski 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 her duties as Assistant Superintendent. In such cases, compensation paid to Dr. Zaleski in connection with these activities shall be retained by Dr. Zaleski. In the event that Dr. Zaleski is engaged in such outside activities during the normal school workday, Dr. Zaleski agrees to use her personal or vacation leave for such activities. Dr. Zaleski 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 her duties as Assistant Superintendent, Dr. Zaleski will cease such activities upon the directive from the Board as soon as she is practically and reasonably able to discontinue such activities. If any such activities require Dr. Zaleski to be absent

from the District for more than three (3) full working days, Dr. Zaleski shall report this to the District Superintendent and 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. Zaleski.

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

- A. Effective on the first day of the Term of this Agreement (July 1, 2025), the annual salary of Dr. Zaleski shall be One Hundred Ninety-Eight Thousand Five Hundred Dollars (\$198,500.00).
- B. For the school year beginning July 1, 2026 and each July 1 thereafter for the Term of this Agreement, Dr. Zaleski's compensation shall be increased as by 2% each year provided that her performance is rated "proficient" or higher. Nothing herein shall preclude the Board of School Directors from increasing Dr. Zaleski's compensation in excess of 2% annually.
- C. The Board of Directors retain the right, in its sole and unfettered discretion, to provide additional increases to the Assistant Superintendent's salary throughout the life of this Agreement.
- D. The Board shall not decrease Dr. Zaleski's salary at any time during the Term of this Agreement unless agreed to in writing by Dr. Zaleski. Dr. Zaleski's compensation shall be based upon two hundred sixty (260) days worked each School Year (July 1 to June 30).

VI. **EMPLOYMENT BENEFITS.** In addition to salary, Dr. Zaleski shall receive the following employment benefits.

- A. **Sick Leave.**
  - 1. Effective on the first day of the Term of this Agreement (July 1, 2025), Dr. Zaleski shall be credited with all of her unused days of sick leave accrued during her employment with the District.
  - 2. Dr. Zaleski shall receive fifteen (15) sick days for each year of this Agreement, which shall be credited in full on July 1, 2025 and on July 1 of each subsequent year of this Agreement. Unused sick leave shall accumulate from year to year without limit.
  - 3. Dr. Zaleski may use all or any part of such accumulated sick leave in any one or more School Years. Dr. Zaleski may use her days of sick leave to care for members of her "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 her "immediate family" will be deducted from her allocated sick leave in the same manner as those used for her own illness.

4. Upon Dr. Zaleski's retirement into the Pennsylvania Public School Employees' Retirement System ("PSERS"), the District shall pay Dr. Zaleski for unused days of sick leave at the maximum rate for "Tier 1" administrators as set forth in the District's Act 93 Agreement. For purposes of this Agreement, Dr. Zaleski's retirement into PSERS shall include any of the following: normal retirement (also known as superannuation or full retirement); early retirement (including Special early retirement); disability retirement; or vesting and deferring retirement benefits in PSERS.
- B. Emergency Leave. Dr. Zaleski 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. Zaleski and which requires her immediate attention.
- C. Personal Leave.
1. Dr. Zaleski shall receive three (3) full days personal leave (without loss of pay or accumulated sick leave) during each School Year of the Agreement, which shall be credited in full on July 1, 2025 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. Zaleski's sick leave.
- D. Bereavement Leave.
1. Dr. Zaleski shall receive bereavement days in accordance with the Administrator Compensation Plan ("Act 93 Agreement") then in effect. Dr. Zaleski may use additional days of sick leave for bereavement with Board approval.
  2. The District Superintendent may extend a period of absence for bereavement with pay at his discretion.
- E. Health Coverage. The District shall provide to Dr. Zaleski, her 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. Zaleski shall pay the same premium share for her health insurance coverage as required by the then-current Act 93 Agreement.

2. Upon her retirement into PSERS, the District shall continue to provide Dr. Zaleski, her spouse and eligible dependents with medical insurance coverage and benefits, including, but not limited to hospitalization, physician coverage, major medical, prescription, vision, and dental coverages until she reaches the age of Medicare eligibility regardless of her age or years of service at the point of her retirement. Such medical insurance coverage and benefits shall be the same as those provided by the District to its then-current active administrators. The obligations of this provision shall survive the termination of this Agreement. For purposes of this Agreement, Dr. Zaleski's retirement into PSERS shall include any of the following: normal retirement (also known as superannuation or full retirement); early retirement (including Special early retirement); disability retirement; or vesting and deferring retirement benefits in PSERS.

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. Zaleski with a benefit amount equal to two times (2x) her annual salary. Dr. Zaleski 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 annual amount equal to what is set forth in the then-current Act 93 agreement. Contributions shall be made in the same manner they are made to all eligible Act 93 members. 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. Zaleski 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. Zaleski for reasonable expenses approved by the Board and incurred by Dr. Zaleski in the continuing performance of her 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. Zaleski for mileage associated with the use of her private vehicle in the performance of her 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 her duties, and the District shall pay the expenses for cell phone service and related data plans. Due to the nature of the Assistant Superintendent's responsibilities and schedule with the District, it will not be a

violation of any District Policy or this Agreement for Dr. Zaleski 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. Zaleski's membership fees and participation in the three professional associations as selected by the Dr. Zaleski and any additional associations as mutually agreed on by Dr. Zaleski and the District Superintendent.
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 Assistant 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. Zaleski 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. Zaleski during the Term of this Agreement.

N. Vacation.

1. Effective on the first day of the Term of this Agreement (July 1, 2025), Dr. Zaleski shall be credited with all of her unused days of vacation leave accrued during her employment with the District.
2. Dr. Zaleski shall receive twenty-five (25) days of vacation leave with full pay each year of this Agreement, which shall be credited in full on July 1, 2025 and on July 1 of each subsequent year of this Agreement.
3. Unused vacation leave shall accrue from year to year, provided that the Assistant Superintendent shall not carry over more than ten (10) unused days of vacation into a subsequent school year.
4. On June 30th of each year of this Agreement, the District shall pay Dr. Zaleski the amount afforded to Act 93 members for each day of her unused vacation leave, up to a maximum of ten (10) days of unused vacation leave.
5. The District shall pay Dr. Zaleski for her 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. Zaleski the amount indicated in the then-current Act 93 agreement. The School District shall make such payment for unused vacation leave to Dr. Zaleski as a non-elective contribution to Dr. Zaleski'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. Zaleski'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. The District shall pay the reasonable and necessary costs for Dr. Zaleski's attendance at professional conferences in recognition of the need for continuing professional growth, depending upon the availability of funds. Dr. Zaleski agrees that attendance at conferences shall not interfere with the proper administration of the District and that her right to attend any particular conference is subject to disapproval by the Board. The Assistant shall provide not less than twenty (20) days advance written notice of her anticipated attendance at any conference to the District Superintendent, unless otherwise approved by the District Superintendent.
- P. Court Duty. Dr. Zaleski 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, and Vacation Days 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. Zaleski shall be entitled to any and all benefits provided to other District administrators as specified for "Tier 1" administrators in the District's Act 93 Agreement or through an individual employment contract (except those benefits provided exclusively to the District Superintendent), 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. Zaleski 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. Zaleski shall receive the benefit most advantageous to Dr. Zaleski. Nothing contained herein shall preclude the District from providing additional benefits to Dr. Zaleski as may be agreed to by the parties.

## **VII. LEGAL LIABILITY PROTECTION.**

- A. The District shall defend, hold harmless and indemnify Dr. Zaleski from any and all demands, claims, suits, actions and legal proceedings brought against Dr. Zaleski in her individual capacity or her official capacity as agent and employee of the District, provided the incident arose while Dr. Zaleski was acting, or reasonably believed she was acting, within the scope of her

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. Zaleski as set forth above shall apply even if the lawsuit in question occurs after Dr. Zaleski retires or otherwise leaves the position of Assistant Superintendent, provided the events which gave rise to the lawsuit arose while the Dr. Zaleski was acting, or reasonably believed she was acting, within the scope of her employment as Assistant Superintendent. and provided the incident did not arise from the willful or deliberate misconduct of Dr. Zaleski. The obligations of this provision shall survive the termination of this Agreement.

- B. The District shall purchase a legal liability insurance policy, which shall define the insureds as including Dr. Zaleski. Dr. Zaleski's coverage under such policy shall be subject to the terms, conditions, limitations and exclusions of the policy.

### **VIII. EVALUATION.**

- A. The Board through the District Superintendent, shall evaluate, in writing, the performance of Dr. Zaleski each School Year during the Term of this Agreement, but no later than June 30<sup>th</sup> 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, the District Superintendent and Dr. Zaleski using a mutually agreed upon evaluation instrument and method as the basis for said evaluation. The Board and Dr. Zaleski hereby agree to use the evaluation instrument and method attached hereto and incorporated by reference as Appendix A unless the Board and Dr. Zaleski 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. Zaleski 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. Zaleski. Dr. Zaleski shall have the right to make a written response to the evaluation. The Board's evaluation and Dr. Zaleski'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 or as mutually agreed to by the parties. In any year of this Agreement when a performance assessment is not completed for Dr. Zaleski in accordance with this Agreement, Dr. Zaleski's overall performance shall be deemed to be proficient (or comparable rating); she shall be deemed to have met all objective performance standards. 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 Zaleski shall be assessed in part against the objective performance standards that have been mutually agreed upon by the Board and Dr. Zaleski 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. Zaleski's annual performance



assessment and whether or not Dr. Zaleski met the agreed upon objective performance standards. No other information regarding Dr. Zaleski'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 or as mutually agreed upon by the parties. The Board and Dr. Zaleski mutually agree to the objective performance standards which are attached hereto as part of Appendix A and incorporated herein by reference, and which shall be reviewed and updated as necessary on or before August 31<sup>st</sup> of each School Year of this Agreement unless another date is mutually agreed upon by the Board and Dr. Zaleski.

- C. The provisions of this Agreement shall apply to and control the performance evaluation of the Assistant 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.

**IX. RENEWAL OF EMPLOYMENT AGREEMENT.** Pursuant to Section 1077(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. Zaleski 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. Zaleski 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 Assistant Superintendent.

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

- A. Dr. Zaleski 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. Zaleski's dismissal and Dr. Zaleski 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. Zaleski 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. Zaleski shall have the right to be represented by counsel at her sole cost and expense. A transcript of the record of the proceedings before the Board shall be provided without charge to Dr. Zaleski.
- B. This Agreement may be unilaterally terminated without penalty by the resignation of Dr. Zaleski at any time provided she gives the Board at least ninety (90) days' notice prior to the effective date of the resignation. Upon the request of Dr. Zaleski and at the discretion of the Board, the 90-day notice period may be waived or reduced by the Board. If this Agreement is terminated in this manner, the Board shall pay and provide to Dr. Zaleski 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 she is entitled to in accordance with this Agreement through the effective date of her 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. Zaleski 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. Zaleski will not be reimbursed for any days earned at the District but carried forward to any new employer.

- C. This Agreement may be unilaterally terminated without penalty by the retirement of Dr. Zaleski at any time provided she gives the Board at least hundred-fifty (150) days' notice prior to the effective date of the retirement. Upon the request of Dr. Zaleski and at the discretion of the Board, the 150-day notice period may be waived or reduced by the Board. If this Agreement is terminated in this manner, the Board shall pay and provide to Dr. Zaleski 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 she is entitled to in accordance with this Agreement through the effective date of her retirement 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. Zaleski retires, 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 retirement 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. Zaleski will not be reimbursed for any days earned at the District but carried forward to any new employer.
- D. This Agreement may be terminated by the mutual consent, in writing, of Dr. Zaleski and the Board. If this Agreement is terminated in this manner, the District shall pay and provide to Dr. Zaleski 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 she 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 any additional amount mutually agreed upon by the Board and Assistant Superintendent. It is understood that any such additional amount mutually agreed upon by the Board and the Assistant Superintendent is subject to the provisions set forth in Section 1073(e)(3) of the School Code (24 P.S. §10-1073(e)(3)).
- E. This Agreement shall be terminated upon the death of Dr. Zaleski, at which time the District shall pay to Dr. Zaleski's surviving spouse, or if no surviving spouse to her estate and/or heirs, all of the aggregate compensation, salary, and benefits Dr. Zaleski earned, accrued and/ or is entitled to under this Agreement through the date of Dr. Zaleski's death.

**XI. 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. Zaleski at her 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. Zaleski 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.

**XII. 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. 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.

**XIII. 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.

**XIV. 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. Zaleski 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. Zaleski 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. Zaleski 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. Zaleski under this Agreement. The obligations of this provision shall survive the termination of this Agreement.

**XV. APPLICABLE LAW AND INTERPRETATION OF THIS AGREEMENT.** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. Any headings contained in this Agreement are for reference only and shall not in any way affect the meaning or interpretation of this Agreement. Each and every provision of this Agreement has been mutually negotiated, prepared, and drafted and in connection with the construction of any provision hereof, no consideration shall be given to the issue of which party actually prepared, drafted, or negotiated any provision of this Agreement or its deletion.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the parties have executed this Agreement on the dates set forth below.

\_\_\_\_\_  
Susan Gibson, 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

\_\_\_\_\_  
Helen Sclama Zaleski, Ed.D., Assistant Superintendent.

\_\_\_\_\_  
Date

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

*Leadership Focus Areas*

**SHARED VISION.** The Assistant Superintendent promotes success by thinking and planning strategically to create and sustain an organizational vision of learning that is shared and supported by the 15 elementary schools.

**CULTURE OF LEARNING.** The Assistant Superintendent promotes success by advocating, nurturing, and sustaining an elementary school culture and instructional program conducive to student learning and growth.

**DECISION-MAKING.** The Assistant Superintendent promotes success by accessing and using appropriate data to inform decision making.

**MANAGEMENT.** The Assistant Superintendent promotes success by ensuring management of the resources for a safe, efficient and effective learning environment.

**FAMILY AND COMMUNITY.** The Assistant Superintendent promotes success by collaborating, communicating, engaging and empowering others inside and outside of the organization to pursue excellence in learning.

**ETHICAL LEADERSHIP.** The Assistant Superintendent promotes success by operating in a fair and equitable manner with personal and professional integrity.

**ADVOCACY.** The Assistant Superintendent promotes success by advocating for children and public education in the larger political, social, economic, legal and cultural context.

**PERSONAL AND PROFESSIONAL GROWTH.** The Assistant Superintendent promotes success by supporting professional growth of self and others through practice and inquiry.

*Ratings For Leadership Focus Areas*

The assessment of the Assistant Superintendent's performance shall utilize ratings of "Distinguished," "Proficient," "Needs Improvement" and "Failing" as a basis for indicating the Assistant Superintendent's performance in the Leadership Focus Areas of Shared Vision, Culture of Learning, Decision-Making, Management, Family and Community Engagement, Ethical Leadership, Advocacy, and Personal and Professional Growth. These terms shall mean as follows:

- **“Distinguished”**

- Clear and consistent achievement of goals and objectives;
- Achievements are significant and align closely with the District’s mission and vision;
- Ample evidence of innovative leadership with significant impact on the District or school community; or
- Long-lasting significant contributions to the District or Department

- **“Proficient”**

- Consistent progress towards goals and objectives;
- Achievements are notable and generally aligned with District’s mission and vision;
- Leadership initiatives have shown some innovation and positive impact on the District or school community; or
- Makes solid and meaningful contributions to the District or Department.

- **“Needs Improvement”**

- Limited progress towards goals and objectives;
- Achievements are modest and may not fully align with the District’s mission and vision;
- Leadership initiatives may lack innovation and have limited impact on the District or school community; or
- The Assistant Superintendent may be developing within the position but needs to improve to be considered proficient.

- **“Failing”**

- Little to no progress towards goals and objectives;
- Achievements are minimal or not clearly articulated in alignment with the District’s mission and vision;
- Leadership initiatives show little innovation and have negligible impact on the District or school community; or
- performance fails to meet most expectations associated with the duties and responsibilities of the Assistant Superintendent; substantial professional improvement is needed before the Assistant Superintendent can be considered proficient in the role.

In addition, the Objective Performance Standards for the Assistant Superintendent listed below will be established annually by mutual agreement of the Board, District Superintendent, and Assistant Superintendent and evaluated annually in accordance with the Assistant Superintendent's employment contract and the Public School Code. In accordance with Section 1073.1 of the Public 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 the Assistant Superintendent's annual performance assessment and whether or not the Assistant Superintendent met the agreed upon Objective Performance Standards.

**SHARED VISION.** The Assistant Superintendent promotes success by thinking and planning strategically to create and sustain an organizational vision of learning that is shared and supported by the 15 elementary schools.

*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 for Elementary Education.
- \* Aligns and implements the educational program, plans, actions and resources with the District's vision and goals.
- \* Communicates effectively with various stakeholders regarding progress with school improvement plan goals.
- \* Constructively handles dissent and disagreements within the organization.

**Rating** (circle one):                      Distinguished                      Proficient                      Needs Improvement                      Failing

**CULTURE OF LEARNING.** The Assistant Superintendent promotes success by advocating, nurturing, and sustaining an elementary school culture and instructional program conducive to student learning and growth.

*Indicators of success include:*

- \* 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.

**Rating** (circle one):                      Distinguished                      Proficient                      Needs Improvement                      Failing

**DECISION-MAKING.** The Assistant Superintendent promotes success by accessing and using appropriate data to inform decision making at all levels of the system.

*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 upon the needs of the students.

**Rating** (circle one):                      Distinguished                      Proficient                      Needs Improvement                      Failing



**MANAGEMENT.** The Assistant Superintendent promotes 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.
- \* Addresses current and potential issues in a timely manner.
- \* Manages fiscal and physical resources responsibly, efficiently and effectively.
- \* Communicates effectively with both internal and external audiences about the operation of the school/system.
- \* Has systems in place to monitor budget.

**Rating** (circle one):                      Distinguished                      Proficient                      Needs Improvement                      Failing

**FAMILY AND COMMUNITY ENGAGEMENT.** The Assistant Superintendent promotes success by collaborating, communicating, engaging and empowering others inside and outside of the organization to pursue excellence in learning.

*Indicators of success include:*

- \* Engages elementary families and community by promoting shared responsibility for student learning and support of the education system.
- \* Mobilizes community resources to support individual student success.
- \* Collaboratively establishes a culture that welcomes and honors elementary families and seeks ways to engage them in student learning.
- \* Promotes collaboration with stakeholders.
- \* Is accessible and approachable to stakeholders.

**Rating** (circle one):                      Distinguished                      Proficient                      Needs Improvement                      Failing

**ETHICAL LEADERSHIP.** The Assistant Superintendent promotes 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.

**Rating** (circle one):                      Distinguished                      Proficient                      Needs Improvement                      Failing

**ADVOCACY.** The Assistant Superintendent promotes 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 District stakeholders to advance the mission and goals of the district.
- \* Communicates with District stakeholders to advance the mission of public education.

**Rating** (circle one):                      Distinguished                      Proficient                      Needs Improvement                      Failing

**PERSONAL AND PROFESSIONAL GROWTH.** The Assistant Superintendent promotes success by supporting professional growth of self and others through practice and inquiry.

*Indicators of success include:*

- \* 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.
- \* In collaboration with others, arranges for the personal and professional development of others within the system.
- \* Reads professionally and seeks to stay abreast of current education and leadership research and theory.

**Rating** (circle one):                      Distinguished              Proficient              Needs Improvement      Failing

**Overall Performance Rating** (circle one):

                    Distinguished              Proficient              Needs Improvement      Failing

**Comments:**

**OBJECTIVE PERFORMANCE STANDARDS.** The objective performance standards will be mutually agreed to in writing by the Board, District Superintendent, and the Assistant 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, District Superintendent, and Assistant Superintendent. *Below are criteria that will be considered when developing objective performance standards.*

- \* Standards will be clear and readily understandable to ensure clarity for the Assistant Superintendent and District Superintendent.
- \* Standards will be within the scope of the Assistant Superintendent's control. The Assistant Superintendent will only be held accountable for matters that are within her direct control.
- \* Standards will be focused on district priorities by limiting the number of objective performance standards to the most important priority areas with a maximum of five.
- \* Standards will 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, assistant superintendent's job description or board policies.
- \* Standards will be designed to stretch, but not exceed, the capacity of the district in terms of time, talent and resources.
- \* Standards will be readily measurable as determined through available quantitative data and/or through observation of activities/behavior.
- \* Standards will have a clear timeframe for achievement – or reasonable benchmarks to measure progress.

**Met/Did**

**Objective Performance Standards**

**Not Meet**

(Updated each year by mutual agreement of Assistant Superintendent, Board and District Superintendent)

1. By June 30, 2026, the Assistant Superintendent will review and assess available District data to identify programming, curricular, instructional, and assessment needs regarding Elementary Education and present recommendations to the District Superintendent.	
2. By June 30, 2026, the Assistant Superintendent will collaborate with the District Superintendent to enhance leadership development and succession planning by implementing a leadership program to ensure continuity and growth in elementary leadership.	
3. By June 30, 2026, the Assistant Superintendent will collaborate with Pioneer Kindergarten School Principals and district leadership to implement full-day kindergarten.	
4. By June 30, 2026, the Assistant Superintendent will lead and coordinate comprehensive planning efforts for the district-wide transition to a K–5 elementary model for the 2026–2027 academic year.	