

**EAST STROUDSBURG AREA SCHOOL DISTRICT
CONTRACT FOR EMPLOYMENT OF SUPERINTENDENT**

PREAMBLE

THIS AGREEMENT is made and entered this 19th day of November, 2012, by and between the Board of Education of the East Stroudsburg Area School District, with an address of P.O. Box 298, 50 Vine Street, East Stroudsburg, Pennsylvania 18301 (hereinafter referred to as "District" or the "Board") and Sharon S. Laverdure (hereinafter referred to as "Superintendent").

WHEREAS, the Board of the District, at regularly scheduled meeting duly and properly called and held on the 19th day of November, 2012, did reappoint Sharon S. Laverdure to the office of Superintendent for the District in accordance with the provisions of Sections 508, 1071 and 1073 of the Commonwealth of Pennsylvania's Public School Code of 1949, as amended (hereinafter referred to as "Public School Code"); and

WHEREAS, the parties have agreed upon certain terms and conditions of employment and desire to reduce said terms and conditions to writing:

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

TERM OF AGREEMENT

The Board, in consideration of the promises herein contained, has employed Sharon S. Laverdure and Sharon S. Laverdure hereby accepts said employment as

Superintendent of Schools of the East Stroudsburg Area School District for a term commencing on December 1, 2012 and ending on June 30, 2016 ("Term").

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

SALARY

The annual salary for the Superintendent shall be a minimum of one hundred thirty thousand dollars (\$130,000.00) per year throughout the term of this Agreement. The Superintendent's salary shall be reviewed annually and shall be subject to increase based upon the Superintendent's satisfactory performance in accordance with this Agreement.

The District retains the right to adjust the Superintendent's annual salary during the term of this Agreement and any extension thereof, provided that such adjustment shall not reduce the annual salary in effect at any given time. Any adjustment in salary made during the life of this Agreement or any extension thereof shall be in the form of an amendment which shall become a part hereof. In making any such amendment, it shall not be considered that the District has entered into a new agreement with the Superintendent, nor that the termination or expiration date of this Agreement has been extended. However the District may, by specified action, extend the termination or

expiration date of this Agreement if the same is agreeable to the parties and is permitted by law.

EMPLOYEE BENEFITS

The District shall provide, as a minimum, family medical coverage, family dental coverage, group term life insurance, income/disability protection program, retirement health insurance, leave of absence benefits and other benefits to the Superintendent as are more specifically set forth in Appendix "A" attached hereto and made a part hereof, or as may otherwise be subsequently approved by the District, except that there shall be no diminution or reduction of said benefits during this Agreement unless agreed to in writing by the Superintendent. All unused sick, vacation and personal leave accumulated during the Superintendent's employment with the District, including any such leave transferred from previous public school district employment, shall carry forward into this Agreement and be credited in full to the Superintendent on December 1, 2012.

PROFESSIONAL ASSOCIATIONS AND MEMBERSHIP DUES

In addition to, and notwithstanding, any of the remaining terms and conditions of this Agreement, the Board shall pay, at the expense of the District, the basic membership fees of the Superintendent in the following organizations for the term of this Agreement:

American Association of School Administrators
Pennsylvania Association of School Administrators
ASCD (formerly known as the Association for Supervision and Curriculum Development)

Pennsylvania Association for Supervision and Curriculum
Development
National School Boards Association
Pennsylvania School Boards Association
Any other organization requested by the Superintendent and
approved by the Board

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

The duties of the Superintendent require her participation and presence at numerous meetings, conventions, and conferences in order to maintain awareness of current issues, programs and information. The Superintendent's attendance at meetings, seminars, workshops, conferences, in-service programs, school activities, continuing education, professional development 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, including dues in at least six professional associations and two conferences at the national, state or regional levels each year to be directly related to the Superintendent's duties and appropriate for reimbursement. However, the Superintendent will not attend more than one national conference per year without prior approval from the Board. Expense reimbursements for such activities are hereby approved and shall be provided in accordance with procedures of District policy.

YEARLY EVALUATION

A. The Board shall conduct an annual written assessment of the performance of the Superintendent no later than June 30th of each year of this Agreement, unless another date for the annual performance assessment is mutually agreed upon in writing by the Board and the Superintendent. An evaluation instrument and method mutually agreed upon in writing by the Board and the Superintendent shall be utilized for the annual performance assessment. Provided, however, that any evaluation instrument and method selected shall require the Board to speak in one voice by voting as an entire Board rather than "averaging" the feedback of each individual member regarding each aspect of the evaluation. A copy of the written performance assessment shall be delivered to the Superintendent and shall be discussed with the Superintendent in a private executive session of the Board limited to members of the Board and the Superintendent. The Superintendent shall have the right to make a written response to the annual performance assessment. In the event the Board consensus determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. The Board and the Superintendent agree that the annual performance assessments and the Superintendent's responses shall be privileged and that Board and its individual members shall respect the confidentiality of the discussions. The Board and its individual members shall not reveal confidential information about the

Superintendent's performance assessment results except in the case of a dispute between the Superintendent and District in which her performance is or becomes an issue or in response to the Superintendent making the performance assessment results public or with the Superintendent's agreement or as otherwise expressly required by state or federal law. The Superintendent's performance shall be deemed satisfactory and the Superintendent shall not be subject to discipline, discharge or termination on the basis of neglect of duty or incompetency in any year when a formal performance assessment is not completed in accordance with this Agreement.

- B. The performance assessment shall be used for the following purposes:
1. To strengthen the working relationship between the Board and the Superintendent and to clarify for the Superintendent and individual members of the Board the responsibilities the Board relies on Superintendent to fulfill;
 2. To discuss and establish goals and/or objective performance standards for the ensuing year; and
 3. To establish the basis for possible incremental adjustments in the annual salary rate for the Superintendent.

C. Performance Expectations, Including Objective Performance Standards

The performance of the Superintendent shall be assessed against the Superintendent's Job Description, which is attached hereto as Appendix "B" and made a part hereof and the objective performance standards that have been mutually agreed upon in writing by the Superintendent and the Board and which are attached hereto as Appendix "C" and made a part hereof, and which shall be

reviewed and updated annually as necessary on or before December 1st of each year of this Agreement, unless another date is mutually agreed upon by the Board and the Superintendent.

D. The Board shall annually post on the District website the date of the Superintendent's formal performance assessment; the mutually agreed upon written objective performance standards; and whether or not the Superintendent met the agreed upon objective performance standards. No other information regarding the Superintendent's annual performance assessments shall be posted on the District website without the express written approval of the Superintendent.

RESIDENCY IN THE DISTRICT

The Superintendent shall remain a resident of the School District during the term of this Agreement.

PHYSICAL EXAMINATION OF SUPERINTENDENT

The Superintendent agrees to have a comprehensive medical and visual examination once each year and to authorize the consulting physician to file with the President of the Board of Education a statement certifying to her physical competency, which statement shall be held in confidence by the Board. Cost of said medical and visual examination shall be borne by the School District.

EXPENSE AND MILEAGE REIMBURSEMENT

The District shall fully reimburse the Superintendent for all reasonable expenses incurred by the Superintendent in the discharge of her duties, upon proper documentation. This shall include reimbursement for mileage associated with the use of her private vehicle in the performance of the Superintendent's duties which said reimbursement shall be based on the highest current mileage allowance as established by the Internal Revenue Service ("IRS"), as the same may be changed or modified from time to time by the IRS. Such expense reimbursement costs shall be estimated for budget purposes and approved by the Board in accordance with Board policy and procedures.

The District shall supply and pay for a laptop computer, dockstation, monitor and related computer equipment for the Superintendent's professional and personal use during the duration of this Agreement and shall provide instruction and technical support to assist with access to the District's computer network from the Superintendent's residence. The District shall not be responsible for the payment of the internet dial-up (or broadband) service at the Superintendent's residence but shall pay for mobile wireless capability for the Superintendent's laptop computer and other technological devices, including but not limited to her iPad or other tablet computer. The Superintendent agrees to return any equipment provided by the District and all District-related computer files at the conclusion of her employment with the District.

CELLULAR PHONE ALLOWANCE

The District shall pay the Superintendent a monthly allowance of one hundred dollars (\$100.00) for the use of her personal cellular phone for District purposes. This allowance shall be paid in addition to the Superintendent's salary. The Superintendent shall maintain a personal account for cellular telephone service. The Superintendent shall have total responsibility for payment of such personal account and the District shall have no obligation or responsibility related to such personal account other than the monthly payment to the Superintendent as stated in this paragraph.

QUALIFICATIONS OF THE SUPERINTENDENT

The Superintendent covenants and warrants that she possesses all of the qualifications required by law to serve as a Superintendent of the District. The Superintendent agrees to maintain during the term of this Agreement a valid and current commission or other legal credential as may be required by law to act as a Superintendent for the District and to present the same to the Board.

The Superintendent further agrees to devote her time, skill, labor, and attention to the performance of her duties as Superintendent of the District on a full time basis during the term of this Agreement; provided, however, that the Superintendent with prior notice to, and prior authorization of the Board and as allowed by law, may undertake and be compensated for activities not directly related to the operations of the District such as serving as a consultant, speaking engagements, writing, lecturing, adjunct

teaching or other professional duties and obligations which do not interfere with the performance of the Superintendent's duties with the District.

The Superintendent further expressly covenants and warrants that she does not and will not have during the term of this Agreement any financial interest, direct or indirect, in the sale or adoption of any book or textbooks used in the District, or the sale to or lease by the District of any supplies or equipment, or any other pecuniary or financial interest which would create or appear to create a conflict of interest with the performance of her duties as Superintendent. The Superintendent further covenants and warrants that she has not violated any provision of the Public School Code with respect to her qualification or election as Superintendent.

GENERAL DUTIES OF THE SUPERINTENDENT

During the term of this Agreement, the Superintendent agrees to serve as the Chief Administrator of the District and as the Executive Officer for the Board and to perform the duties of the Superintendent in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the policies of the District, the School District's Job Description for the Superintendent (attached hereto as Appendix "B" and made a part hereof), and the regulations of the Board, and all amendments thereto.

Unless utilizing vacation, personal, sick, or bereavement leave, or other leave as provided for herein or approved by the Board, the Superintendent shall be required to work on all days during the school term during which school is in attendance and on all

days during which the District's professional employees are required to be in attendance. Additionally, during the months of June through August, the Superintendent shall work Monday through Friday, with the exception of days of leave and legal holidays.

OPERATIONS ROLES OF SUPERINTENDENT AND BOARD

The parties hereby agree as follows:

1. The Superintendent will furnish recommendations to the Board on all matters having to do with selection, appointment, assignment transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the School District, any and all of which recommendations shall be subject to final approval by the Board.
2. The Board agrees that the Superintendent shall be responsible for the total day-to-day administration of the District operations subject to compliance with officially adopted policies of the Board. All official contacts between Board members and the staff of the District shall be through the Superintendent. Nothing in this section shall preclude the right of Board members to exercise their responsibilities as Board members in the areas of monitoring District operations, conducting oversight operations, or visiting schools, or otherwise, as set forth in Board policy or directives, as set forth in the School Code or as otherwise provided by controlling statute, guideline or regulation.

3. The Superintendent shall have a seat on the Board and the right to speak on all issues before the Board in accordance with applicable law but shall not have the right to vote. The Superintendent and/or her designee(s) will attend all regular and special meetings and executive sessions/work sessions of the Board and will serve as an advisor to the Board in all matters affecting the District.
4. Criticisms, complaints, and suggestions called to the attention of the Board or its members will be referred to the Superintendent for study, disposition, or recommendation, as appropriate; provided, however, that any criticisms, complaints or suggestions relating directly to the Superintendent's conduct or performance shall be directed to the Superintendent and then referred to the Board and handled as the Board shall deem appropriate, and the Board President shall advise the Superintendent regarding the same.
5. The Superintendent shall prepare and update from time to time, for approval by the Board, a table of organization which shall provide a basis for disposition of matters contained within this section of the Agreement and communications related thereto.

PROFESSIONAL LIABILITY

The Board agrees that it will defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in her individual capacity or in her official capacity as agent and employee of the Board, provided the incident arose while Superintendent was acting, or reasonably believed she was acting, within the scope of her employment

and as such liability coverage is within the authority of the Board to provide under state law. If, in the good faith opinion of the Superintendent, a conflict exists as regards the defense to such claims between the legal position of the Board and the legal position of the Superintendent, the Superintendent may engage separate counsel and the Board shall continue to indemnify the Superintendent and pay the full costs of the Superintendent's legal defense. This obligation shall survive the termination of this Agreement.

INVESTIGATIONS BY THE BOARD

In the event that the Board of School Directors directs that any investigation of the Superintendent's conduct or performance be undertaken, the Superintendent shall be: (i) notified of the occurrence and purpose of such investigation prior to the commencement of the same; (ii) granted access to all documents or reports generated by such an investigation and; (iii) granted the opportunity to respond, verbally or in writing, to any documents, findings or conclusions derived from such an investigation prior to the investigation being concluded. Any investigations undertaken by the Board shall be completed in private without any public disclosure by the Board or the Superintendent of the commencement or progress of the same. Nothing herein shall obligate the Board to share attorney-client privileged or work product information with the Superintendent following the completion of any investigation of her conduct or performance.

REAPPOINTMENT/RETENTION

The Board shall provide the Superintendent with periodic opportunities to discuss Superintendent-Board relationships and shall inform her in writing at least annually of any inadequacies perceived by the Board. Reappointment or retention of the Superintendent shall be in accordance with Section 1073 of the Public School Code or then applicable law.

TERMINATION OF AGREEMENT

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

A. The Superintendent 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. However, the Board shall not arbitrarily or capriciously call for the Superintendent's dismissal and the Superintendent shall in any event have the right to written charges, notice of hearing, fair and impartial hearing, all elements of due process, and the right to appeal to a court of competent jurisdiction. At any such hearing before the Board, the Superintendent shall have the right to be present and to be heard, to be represented by counsel, and to present evidence, through witnesses, testimony, and documentation relevant to the issue. A transcript of the record of proceedings before the Board shall be made available without charge to the Superintendent. The Superintendent shall have the right to be represented by counsel at her sole cost and expense. Provided, however, if the charges against the

Superintendent are not sustained and/or should the Superintendent prevail in any hearing or appeal, the Board shall reimburse the Superintendent for all legal fees and expenses incurred by the Superintendent in the proceedings.

B. This Agreement may be unilaterally terminated without penalty by the resignation of the Superintendent at any time provided the Superintendent 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 District shall immediately pay and provide to the District Superintendent all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverages and payment for unused leave, the Superintendent earned, accrued and/or 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.

C. This Agreement may be terminated by the mutual consent, in writing, of the Superintendent and the Board. If this Agreement is terminated in this manner, the District shall immediately pay and provide to the Superintendent all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and coverages and payment for unused leave, the Superintendent earned, accrued and/or 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.

D. Notwithstanding any other provision of this Agreement, the Board may, without cause and for any non-discriminatory reason consistent with the law, terminate

this Agreement by giving a minimum of ninety (90) days written notice to the Superintendent prior to the effective date of the proposed termination of this Agreement and by obtaining the Superintendent's written confirmation accepting the early termination of this Agreement. If the Board terminates this Agreement in this manner, the District shall immediately pay and provide to the Superintendent all of the aggregate compensation, salary and benefits, including insurance premiums and coverages and payment for unused leave, the Superintendent earned, accrued, and/or is entitled to in accordance with this Agreement through the termination date set forth in this Agreement plus all post-employment and retirement benefits provided for in this Agreement. Such payment shall also include, but not be limited to, annual salary adjustments as provided in the "Salary" provisions of this Agreement. Additionally, the Board shall not negatively evaluate or provide any negative job reference or information regarding the Superintendent's work performance, unless otherwise expressly required by state or federal law.

E. This Agreement shall be terminated upon the death of the Superintendent, at which time, the District shall pay to the Superintendent's estate and/or heirs all of the aggregate compensation, salary, and benefits the Superintendent earned, accrued and/or is entitled to under this Agreement through the date of the Superintendent's death.

MODIFICATION

Notwithstanding any term or provision herein or elsewhere, oral or in writing, this Agreement shall not be modified except in a writing signed by Superintendent and approved of by the Board and executed by an authorized officer of said Board.

APPLICABLE LAW

All references to the Public School Code shall include any amendments to or recodifications of such Act. This Agreement shall be construed and governed in accordance with the law of the Commonwealth of Pennsylvania. In the event any provision of this Agreement shall be determined to be invalid or in conflict with the Public School Code or any other federal or state law by any court of competent jurisdiction, then such provision shall be deemed void and of no further effect, provided, however, that such determinations by a court of competent jurisdiction shall not effect or impair the remaining provisions of this Agreement.

BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be duly executed this 19th day of November, 2012.

ATTEST:

**BOARD OF EDUCATION OF THE EAST
STROUDSBURG AREA
SCHOOL DISTRICT**

By: _____

WITNESS:

SHARON S. LAVERDURE:

Sharon S. Laverdure, Superintendent

**EAST STROUDSBURG AREA SCHOOL DISTRICT
CONTRACT FOR EMPLOYMENT OF SUPERINTENDENT**

Appendix A

Throughout the Term of this Agreement, the District shall provide the Superintendent with the following additional benefits:

A. Insurance Benefits

1. Family Medical Coverage

The District shall pay the entire monthly premiums for the medical insurance and prescription coverage for the Superintendent and her eligible dependents through the Employees Benefit Trust of Eastern Pennsylvania (EBTEP).

Medical Insurance and prescription coverage for the Superintendent and her eligible dependents will be provided by First Priority Life Insurance Company, Inc. (dba First Priority Life) through Preferred Provider Organization (PPO) Comprehensive Major Medical Plan, as delineated in the plan documents published by EBTEP on its website. Should the maximum benefit from all sources be increased by the EBTEP (as standard) during the term of this Agreement, the Board agrees to increase the maximum benefit from all sources to the EBTEP level.

2. Family Dental Coverage

The District shall pay the entire monthly premiums for the dental insurance for the Superintendent and her eligible dependents through United Concordia or an equivalent plan. Payment under the program shall be limited to a maximum of \$1,250 per person for all services rendered in any calendar year, except for orthodontics which

specifies a \$1,500 lifetime maximum. There will be fifty (50%) percent coverage for periodontics and orthodontics riders including adult non-cosmetic orthodontic care.

3. Group Term Life Insurance/Additional Purchase Provision

The District shall pay the full cost of the premiums for the purchase of a Group Life Insurance policy in an amount equal to two and one half (2 ½) times the Superintendent's annual salary (rounded to the nearest thousand). In addition, the Superintendent may purchase up to an additional \$100,000.00 of insurance at her own expense at the group rate. The Superintendent shall have the sole right to determine the beneficiary of such policy.

4. Long-Term Disability/Income Protection Plan

The District shall pay the full cost of the premiums for the purchase of a long term disability/income protection insurance policy providing the Superintendent a disability program which shall include the following:

- monthly benefits equal to sixty-six and two-thirds percent (66 2/3%) of her salary (\$5,000 maximum per month);
- thirty (30) day elimination period; and
- benefit period until the Superintendent attains the age of 65 or is eligible for Medicare, whichever is later.

5. Health Insurance Benefit for Retired Employees

Retired employees who are eligible for Superannuation Pension Benefits who have been employees of the School District for a minimum of fifteen (15) years, or who have served a minimum of ten (10) years as an administrator in the school District, and who retire under the current agreement will receive hospitalization benefits for themselves

and partial payment for their spouse, at the Board's expense, until such time as the Retired employee becomes eligible for Medicare. The Board agrees to pay \$50.00 per month, up to a maximum of \$600.00 per year, for spousal partial premium payments for benefits. These benefits shall be available to the Superintendent.

Retired employees who are eligible for Superannuation Pension Benefits who have been employees of the School District for less than fifteen (15) years, or who have served less than ten (10) years as an administrator in the School District, and who retire under the current agreement will be able to purchase hospitalization benefits for themselves and for their dependents at the School District's group rate, at the Retired employee's expense, until such time as the Retired employee becomes eligible for Medicare. These benefits shall be available to the Superintendent.

6. Family Vision Coverage

The District shall pay the entire monthly premiums for vision insurance for the Superintendent and her eligible dependents through Vision Benefits of America or an equivalent plan.

B. LEAVES OF ABSENCE

1. Sick Leave

The Superintendent shall be credited with twelve (12) days of sick leave with full pay each year of this Agreement, which shall be credited in full on July 1st of each year of this Agreement and which will be accumulative without ceiling. Sick leave days may be utilized for illness of a family member as defined herein. Any unused days of sick

leave remaining at the end of a given year shall be credited as additional days of sick leave for the following year and shall be cumulative from year to year.

The Superintendent may use days of sick leave for illness of her spouse, mother, father, son, daughter, step-father, step-mother, step-son, step-daughter, brother, sister, parent-in-law, son-in-law, daughter-in-law, grandfather, grandmother or relative who resides in the same household, or any person with whom the Superintendent has made her home.

The District shall pay the Superintendent for unused days of sick leave at the Superintendent's retirement from the District at which time the District shall pay the Superintendent one hundred five dollars (\$105.00) for each day of unused sick leave, with a maximum payment for two hundred sixty-one (261) days of unused sick leave. However, no payment shall be made for any days of sick leave transferred from previous employment in another school district. Such payment shall be made as a non-elective employer contribution to the Superintendent's 403(b) retirement program, or comparable account, or as a cash payment, at the Superintendent's option.

If the Superintendent's sick leave becomes depleted, payment will be made for additional days lost due to illness or injury at the rate of one hundred fifty dollars (\$150.00) per day for a total amount of additional days not to exceed ten (10) days for each full year of service to the District. The lifetime maximum number of days for such payment shall not exceed one hundred eighty (180) days. This shall apply unless the illness/injury is qualified for compensation through the Long-Term Disability Plan provided by the District.

For absences longer than three consecutive days, the Board may require the Superintendent to furnish a certificate from a physician or other practitioner certifying that the Superintendent was unable to perform her duties during the period of absence claimed as sick leave.

2. Personal Leave

The Superintendent shall be credited with three (3) days of personal leave, with full pay, each year of this Agreement, which shall be credited in full on July 1st of each year of this Agreement. These days of personal leave shall be granted without requiring the Superintendent to state a reason. Any unused days of personal leave accumulated on June 30th of each year of this Agreement shall be converted to days of sick leave and will be added to the Superintendent's sick leave accumulation. In addition, when this Agreement is terminated for any reason, whether voluntarily or involuntarily, all unused days of personal leave shall be converted to days of sick leave.

3. Vacation Leave and Holidays

The Superintendent shall be credited with twenty (20) days of vacation leave, with full pay, each year of this Agreement, which shall be credited in full on July 1st of each year of this Agreement. She may accumulate up to forty-five (45) days of vacation leave.

Any unused days of vacation leave in excess of forty-five (45) days of vacation leave accumulated on June 30th of each year of this Agreement shall be converted to days of sick leave and shall be added to the Superintendent's sick leave accumulation. However, days of vacation leave converted to days of sick leave for this purpose shall not cause the Superintendent's sick leave balance to exceed two hundred sixty-one

(261) days, but shall be paid at the Superintendent's then-current per diem rate of pay ("per diem rate of pay" as the term is used throughout this Agreement shall be calculated by dividing the Superintendent's then-current annual salary by 261).

Vacation leave must be requested and approved by the Board President.

The District shall pay the Superintendent for unused days of vacation leave at the time this Agreement is terminated for any reason, whether voluntarily or involuntarily, including but not limited to retirement, resignation, termination, death, mutual consent, or non-renewal of this Agreement, at which time the District shall pay the Superintendent her then-current per diem rate of pay for each day of unused vacation leave.

The Superintendent shall receive, with full pay, all holidays available to twelve-month administrative employees covered under the District's administrator compensation plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164) ("Act 93 Agreement").

4. Disability/Child Rearing Leave

Disability and Child Rearing Leaves of Absence shall be granted to the Superintendent and which shall be in strict compliance with the Equal Employment Opportunities Code of Federal Regulations as amended.

5. Compensated Professional, Military and Family Medical Leaves

The provisions of the Pennsylvania School Code, as amended, Board Policy and state and federal law shall be deemed to apply in the case of compensated professional, military and family medical leaves.

6. Bereavement Leave

Death of Spouse, Parent or Child. The Superintendent shall be entitled to up to five (5) days of bereavement leave, with full pay, because of the death of the Superintendent's spouse, mother, father, son, daughter, step-father, step-mother, step-son or step-daughter, or relative who resides in the same household, or any person with whom the Superintendent has made her home.

Death of Immediate Relative. The Superintendent shall be entitled to up to three (3) days of bereavement leave, with full pay, because of the death of the Superintendent's immediate relative. An "immediate relative" shall be defined as a brother, sister, parent-in-law, son-in-law, daughter-in-law, grandfather, grandmother or grandchild.

The Superintendent may use additional days of sick leave for bereavement, in her sole discretion.

7. JURY DUTY AND COURT APPEARANCES

The Superintendent shall be permitted to attend, without loss of pay or benefits, jury duty and court and other judicial and administrative appearances for any proceeding in which she is subpoenaed to appear.

C. ADDITIONAL BENEFITS

1. REIMBURSEMENT FOR GRADUATE EDUCATION

If the Superintendent is enrolled in a degree program, or is taking graduate courses relevant to her job responsibilities, she shall be reimbursed for tuition expenses not to exceed six (6) credits per Agreement year and for related

textbooks. All courses must have prior approval of the Board. Tuition costs shall be provided; however, a grade of "B" or better is required to qualify for this reimbursement. At the completion of the course, textbooks are to be forwarded to the librarian for placement in the building professional library.

Except as provided herein, any reimbursement for graduate credits shall be subject to the Superintendent remaining as an employee in the District for at least two (2) years after completion of the course for which reimbursement is paid. If the Superintendent voluntarily leaves the District sooner than two (2) years after completion of the course, she will be required to repay the District as follows:

- Superintendent leaves the District from 1 day to 1 year after completion of the course – repay 100% of reimbursed credits
- Superintendent leaves the District from 1 year 1 day to 2 years after completion of the course – repay 50% of reimbursed credits

However, the Superintendent shall not be required to repay the District for any payment for graduate credits in the event the Superintendent completes the Term of this Agreement; in the event the Superintendent is not retained for another Term pursuant to Section 1073 of the Public School Code; or in the event the Board, in its discretion, waives the requirement for repayment.

2. CONTINUING EDUCATION AND PROFESSIONAL DEVELOPMENT

The District shall pay the full enrollment cost and/or tuition and fees for all professional development courses and continuing education courses taken by the Superintendent during this Agreement; provided that such courses are approved in

advance by the Board and subject to repayment by the Superintendent for any course in which the Superintendent fails to successfully complete.

3. DEFERRED COMPENSATION

The District shall adopt the Kades-Margolis Capital Section 457 Plan, or another tax-advantaged plan mutually agreed upon by the Board and Superintendent, and shall permit the Superintendent to contribute to the plan up to the maximum amount allowed by law, for the benefit of the Superintendent.

4. OTHER BENEFITS

The Superintendent shall be entitled to any and all benefits and incentives provided to any other District employee, including but not limited to all benefits and incentives specified in the District's administrator compensation plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164), even though such benefits are not enumerated in this Agreement. Any increase or improvement in benefits and incentives extended to District employees during the term of this Agreement will also be extended to the Superintendent and become part of this Agreement. Any decrease or reduction in benefits or incentives to District employees that effect this Agreement will not reduce the benefits and incentives provided to the Superintendent during the term of this Agreement but may be discussed upon any Agreement renewal. Nothing contained herein shall preclude the District from providing additional benefits and incentives to the Superintendent as may be agreed to by the parties.

East Stroudsburg Area School District 2012-2013 Performance Expectations

Student Achievement

Result 1: Planned courses in math and RELA will be aligned to the PA Common Core standards (pending State approval). Curriculum documents will provide evidence of this alignment. Curriculum documents will provide evidence of activities.

Measurement:

- Curriculum documents will reflect PA Common Code Standards.
- Evidence of Common Core Literacy and Math activities will be found in lesson design; 95% of teachers will be rated proficient or higher in Category 1e, Designing Coherent Instruction.
- Evidence of Common Core Literacy and Math activities will be found in various assessments; 95% of teachers will be rated proficient or higher in Category 1e, Setting Instructional Outcomes.

Result 2: Students will demonstrate proficiency in new assessments of the Common Core and Keystone Exams.

Measurement:

- ESASD PSSA State assessments levels will be maintained or improved.
- ESASD Keystone Exams will be administered in 2012-2013 school year following PDE guidelines. Benchmark will be established for future goal setting.

Result 3: Research what effective factors are associated with student success and a Birth-to-School program and compare that research to the ESASD partnership with our local Head Start programs.

Measurement:

- Birth-to-School Programs are maintained to assist pre-K students with their transition into the ESASD. Data will be collected to monitor student success.

Result 4: Maintain and enhance the post-secondary partnership with ESU and NCC to ensure preparedness for career/post-secondary ed and create a plan to add necessary strategies into the secondary program.

Measurement:

- Readiness strategies are identified and recommended for inclusion in the Strategic/ Comprehensive Plan.

Communications

Result 1: ESASD will review and evaluate annually the Comprehensive Plan including input from multiple stakeholders as developed through the original planning committee.

Measurement:

- Annual review will be presented to the Board at the last Board meeting of the year.

Finance and Facilities

Result 1: Schools will be properly maintained in a fiscally responsible manner by prioritizing capital improvements and utilizing the oversight of the Property & Facilities Committee.

Measurement:

- Property & Facilities Committee meetings will be held regularly. Information and committee action will be shared with the community on a monthly basis.

Result 2: ESASD will respond to the community by presenting a budget that reflects the needs and expectations of various stakeholders.

Measurement:

- Administration will present a budget that addresses the needs of the community following Act 1 guidelines.

Professionalism

Result 1: The Superintendent will participate in local and Pennsylvania State organizations which support the mission of the ESASD.

Measurement:

- Reports and information will be presented to the Board regarding activities and opportunities which encompass the ESASD Comprehensive Plan.