

EAST STROUDSBURG AREA SCHOOL DISTRICT  
BOARD OF EDUCATION  
REGULAR MEETING – June 16, 2014

Carl T. Secor Administration Center – Board Room

7:00 P.M.

ADDENDUM C

XI. PERSONNEL ITEMS

CC. Administrative Staff – Employment Contract Extension Agreement – Irene N. Duggins

*(The following item(s) are to be deleted from the consensus motion at Board Member(s) request.)*

**RECOMMENDATION:** Motion to approve the Extension Agreement with Irene N. Duggins as Assistant Superintendent for Curriculum and Instruction, as presented.

(See pages 2-13)

**EMPLOYMENT CONTRACT EXTENSION AGREEMENT**

This Employment Contract Extension Agreement is by and between the EAST STROUDSBURG AREA SCHOOL DISTRICT of 50 Vine Street, East Stroudsburg, PA 18301 and IRENE DUGGINS of 1086 Meixsell Valley Road, Saylorsburg, PA 18353. (collectively, the "Parties").

WHEREAS the Parties entered into an Employment Contract dated as of September 18, 2007 for the term from September 18, 2007 to September 17, 2010, which Employment Contract was subsequently renewed and extended by operation of law for a further term from September 18, 2010 to September 17, 2013 and by a previous extension agreement from September 18, 2013 to September 17, 2013; and

WHEREAS the Parties desire to extend the term of the Employment Contract, including in their entirety the terms thereof, any modifications heretofore made by the Board of Education, as well as the additional terms provided herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the East Stroudsburg Area School District and Irene Duggins agree as follows:

1. The Employment Contract, which is attached hereto as Exhibit "A" and is a part of this Extension Agreement, will be extended for an additional period of time, which additional period of time or term shall begin immediately upon the expiration of the previously agreed-upon time period and shall run from September 18, 2014 through June 30, 2015.
2. Irene Duggins' salary for the 2014-2015 school year shall be \$121,214.96, effective July 1, 2014.
3. Notwithstanding the language in the Employment Contract, Irene Duggins shall be obligated to pay 10% of the monthly premiums for the agreed upon health insurance benefits covered by the Employment Contract and this Agreement. The premium share shall be effective July 1, 2014. All other provisions of the Employment Contract concerning health insurance remain unmodified.
4. Notwithstanding the language in the Employment Contract, the rate paid for unused sick leave at retirement for the length of this Extension Agreement shall be \$105 per day. All other provisions of the Employment Contract concerning sick leave remain unmodified.
5. This Extension Agreement binds and benefits both Parties. This Extension Agreement, including the attached Employment Contract and the previous extension agreement, is the entire agreement between the Parties.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2014:

\_\_\_\_\_  
WILLIAM SEARFOSS  
President, Board of Education  
of East Stroudsburg Area School District

\_\_\_\_\_  
IRENE DUGGINS

WITNESS:

\_\_\_\_\_  
PATRICIA ROSADO  
Secretary

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**Assistant Superintendent  
for  
Curriculum and Instruction  
  
Employment Contract**

**An Agreement Between**

The Board of Education  
of the  
East Stroudsburg Area School District

and

Irene Duggins

**For the Period September 18, 2007 to September 17, 2010**

**Preamble**

This Contract represents the agreement of the Board of Education (hereafter referred to as the Board) of the East Stroudsburg Area School District, East Stroudsburg, Monroe County, Pennsylvania, (hereafter referred to as the School District) and Irene Duggins (hereafter referred to as Assistant Superintendent), RR#7, Box 7640, Saylorsburg, Pennsylvania, 18353 with respect to the appointment of Irene Duggins to the position of Assistant Superintendent for Curriculum and Instruction. All of the provisions of this Contract were fully agreed to and ratified by the School District and the Assistant Superintendent at the September 17, 2007 meeting of the Board.

In addition to matters set forth herein, it is understood by the School District and the Assistant Superintendent that her service to the School District will be governed by the applicable provisions of the School Code and by the Assistant Superintendent's job description, the provisions of which are incorporated by reference herein, and by any directive or directives hereafter made to the Assistant Superintendent by the Superintendent on her behalf or on behalf of the Board.

**Length of Contract**

The term of this Contract shall be September 18, 2007 through September 17, 2010, a period of three (3) years.

**Salary**

The Assistant Superintendent's salary for the 2007-2008 year shall be \$100,000.00, prorated. The salary for subsequent contract years shall be determined by the Board at the recommendation of the Superintendent, but in no event shall the salary for any year be less than the salary for the previous year, provided that the Assistant Superintendent receives a satisfactory evaluation from the Superintendent for the previous year.

**Employee Benefits**

The School 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 Assistant Superintendent as are more specifically set forth in Appendix A

attached hereto and made a part hereof, or as may otherwise be provided for in any Administrative Compensation Plan for Act 93 Employees subsequently approved by the School District for other School District Administrators, except that there shall be no diminution of said benefits from the initial year of the agreement. All accumulated sick leave shall carry forward including that which will accrue from unused sick, personal, and vacation leave for the 2006-2007 contract year.

**Yearly Evaluation**

A yearly evaluation shall be conducted by the Superintendent in a written format and a conference to discuss that evaluation held with the Assistant Superintendent within thirty (30) days of said evaluation. In the event the Superintendent determines the performance of the Assistant Superintendent to be unsatisfactory in any respect, the Assistant Superintendent shall be allowed to respond in writing to the final assessment, and such response shall be attached to and be made a permanent appendix to the assessment in the Assistant Superintendent=s personnel file.

**Physical Examination of Assistant Superintendent**

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

**Professional Dues**

In addition to, and notwithstanding, any of the remaining terms and conditions of this Contract, the Board will pay, at the expense of the School District, the membership fees of the Assistant Superintendent in the following organizations for the term of the Assistant Superintendent=s contract:

- ! PA Association School Administrators (PASA)
- ! Association for Supervision and Curriculum Development (ASCD)
- ! National School Board Association (NSBA)
- ! PA School Boards Association (PSBA)
- ! Phi Delta Kappa
- ! Any other organization approved by the Superintendent



**Fringe Benefits**

During the term of this Contract, the fringe benefits afforded to the Assistant Superintendent by the School District, including but not limited to sick leave, termination or severance pay, and all other fringe benefits, shall be no less than such benefits afforded to other administrators of the School District from time to time as set forth in the Administrative Compensation Plan or as a matter of the policy of the School District.

**Mileage**

Mileage reimbursement for the Assistant Superintendent shall be at the IRS rate then in effect (see Appendix A), and the Assistant Superintendent shall receive reimbursement for such additional expenses in connection with the performance of his duties as shall be approved by the Board.

**Qualifications of the Assistant Superintendent**

The Assistant Superintendent covenants and warrants that she possesses all of the qualifications required by law to serve as an Assistant Superintendent for the School District

The Assistant Superintendent further agrees to devote her time, skill, labor, and attention to the performance of her duties as Assistant Superintendent for Curriculum and Instruction of the School District on a full time basis during the term of this Contract; provided, however, that the Assistant Superintendent, with prior approval of the Superintendent and as allowed by law, may undertake work as a consultant, speaking engagements, writing, lecturing, or other professional duties and obligations which do not interfere with the performance of the Assistant Superintendent=s duties with the School District.

The Assistant Superintendent further expressly covenants and warrants that she does not and will not have during the term of this Contract any financial interest, direct or indirect, in the sale or adoption of any book or books, or the sale to or lease by the School 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 Assistant Superintendent. The Assistant Superintendent further covenants and warrants that she has not violated any provision of the School Code of the Commonwealth of Pennsylvania with respect to her qualification or election as Assistant Superintendent.

**General Duties**

During the term of this Contract, the Assistant Superintendent agrees to serve as an Administrator of the School District and to perform the duties of the Assistant Superintendent in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the policies of the School District, the Job Description established by the School District for the Assistant Superintendent for Curriculum and Instruction, the regulations of the Board, and all amendments thereto.

**Termination**

The Assistant Superintendent warrants that she has made no misrepresentation as to her

qualifications and background either on her application or orally. In addition to those reasons as set forth in Section 514 and Section 1080 of the School Code, the Board shall have grounds to terminate this contract if the Assistant Superintendent has made any misrepresentations either in writing or orally, if the Assistant Superintendent fails to maintain her legal credentials, or if the Assistant Superintendent undertakes work which interferes with her duties as Assistant Superintendent. If the Superintendent or the Board determines that the Assistant Superintendent's outside activities are interfering with her duties as Assistant Superintendent, they shall first put her on notice. If she persists in these activities, the Board shall have grounds to terminate this contract. The Assistant Superintendent's rights prior to and after formal termination shall be as set forth in Section 514 and 1080 of the School Code.

At least 150 days prior to the date of expiration of this agreement, the School District shall, following formal action at a regular or special meeting, notify the Assistant Superintendent that the School District intends to retain her for a further term to be specified or intends to consider another candidate or candidates. In the event the School District fails to take such action at least 150 days prior to the expiration date of this agreement, this agreement shall be automatically renewed for an additional three (3) years from the expiration date.

This agreement may be terminated only by:

- Resignation of the Assistant Superintendent upon at least sixty (60) days written notice to the School District.
- Written mutual agreement of the parties; or
- Discharge of the Assistant Superintendent for the causes and under the procedures stated herein and in the Public School Code, as amended. In the event of discharge following a hearing before the Board, if requested, the Assistant Superintendent may exercise any rights of appeal or review granted under Local Agency Law, the Public School Code, and other applicable laws enforceable in this Commonwealth.

#### **Applicable Law**

All references to the School Code of the Commonwealth of Pennsylvania shall be to the Public School Code of 1949 and shall include any amendments to or recodifications of such Act. This Contract shall be construed in accordance with the law of the Commonwealth of Pennsylvania. In the event any provision of this contract shall be determined to be invalid or in conflict with the School Code of the Commonwealth of Pennsylvania, or any other federal, state, or municipal 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 affect or impair the remaining provisions of this contract.

**Appendices**

Please refer to appendices attached to this document as pages 7 to 9.

**Notices and Binding Effect**

Any notice required by this contract shall be effective if mailed to the other party at the Administrative Offices of the School District, and shall be effective as of the date of mailing. 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 18th day of September, 2007.

ATTEST:

BOARD OF EDUCATION  
EAST STROUDSBURG AREA SCHOOL DISTRICT

*Pat L. Posada*

By: *Harold B. [Signature]*

WITNESS:

*Janece R. McKeown*

*Irene Duggins*  
Irene Duggins, Assistant Superintendent for Curriculum and Instruction



## Appendix A

### Supplemental Schedules

#### A. Insurances

##### 1. Family Medical Coverage

The Board will pay the entire monthly premiums for the agreed upon health insurance benefits for the Assistant Superintendent and dependents covered by this Agreement as contained in the provisions of the teacher=s contract.

##### 2. Family Dental Coverage

The Board will pay the entire monthly premiums for the agreed upon dental insurance benefits for the Assistant Superintendent and dependents covered by this Agreement as contained in the provisions of the teacher=s contract.

##### 3. Group Term Life Insurance/Additional Purchase Provision

The Board shall pay the cost of Group Life Insurance for the Assistant Superintendent covered by this Agreement. The Insurance shall be equal to 2 1/2 times the Assistant Superintendent=s annual salary (rounded to the nearest thousand). In addition, the Assistant Superintendent may purchase up to an additional \$100,000.00 of insurance at his own expense at the group rate.

##### 4. Long-Term Disability/Income Protection Plan

The Board shall pay the cost of providing the Assistant Superintendent a disability program which shall include the following:

- ! 66 2/3% of salary (\$5,000 maximum per month)
- ! 30 day elimination period

##### 5. 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 Assistant 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 Assistant Superintendent.

##### 6. Vision

The Assistant Superintendent=s and her family=s vision coverage will apply as per the teacher=s contract. The Board agrees to provide coverage for a Vision Insurance Program equal to Pennsylvania Blue Shield Penn Vision II, Option 2 for the Assistant Superintendent and her eligible dependents.

## **B. Leaves of Absence**

### **1. Sick Leave**

The Assistant Superintendent shall be credited with twelve (12) days sick leave at the beginning of each new contract year, which will be accumulative without ceiling. Sick leave days may be utilized for illness of an immediate family member as defined and provided for in the teachers' contract. 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 rate paid for unused sick leave at retirement for the length of this agreement shall be \$85 per day. This rate shall increase by the same percentage as the teachers' unused sick leave rate increases in each subsequent year during which this Agreement may continue in effect. This benefit is subject to the following limitations:

- A. No additional sick days may be accumulated for the purpose of retirement reimbursement above 261 days.
- B. In order to be eligible for said payment, an employee must have either twenty (20) years of total service in the East Stroudsburg Area school District or ten (10) years of service as an Administrator in the East Stroudsburg Area School District upon retirement.

If the Assistant Superintendent's sick leave becomes depleted, payment will be made for additional days lost due to illness or injury at the rate of \$150 per day for a total amount of additional days not to exceed six (6) days for each full year of service to the School District. The lifetime maximum number of days for such payment shall not exceed 180. This shall apply unless the illness/injury is qualified for compensation through the Long-Term Disability Plan provided by the School District.

### **2. Personal Leave**

Three (3) days of personal leave shall be granted during each contract year without deduction of salary. These days shall be granted without requiring the Assistant Superintendent to state a reason. Any unused personal leave days will be added to the employee's sick leave accumulation.

### **3. Vacation**

The Assistant Superintendent shall be granted twenty (20) days of vacation leave during each contract year without deduction of salary. She may accumulate up to forty-five (45) days of vacation leave. Those days accumulated in excess of forty-five (45) shall, on July 1 of each year, convert to sick leave. Vacation leave must be requested and approved by the Superintendent. Upon separation, the Assistant Superintendent shall be compensated for any unused vacation days at her respective daily rate of pay.

### **4. Disability/Child Rearing Leave**

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

### **5. Sabbatical Leave**

The provisions of the Pennsylvania School Code shall be deemed to apply in the case of sabbatical leaves and leaves of absence for military service.

### **6. Military Leave**

The provisions of the Pennsylvania School Code shall be deemed to apply in the case of sabbatical leaves and leaves of absence for military service.

**7. Death in Family**

Up to three (3) consecutive days leave of absence will be allowed in the event of a death in the immediate family of the Assistant Superintendent. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, wife, parent-in-law, grandparent, grandchild, son-in-law, daughter-in-law or near relative who resides in the same household, or any relative with whom the Assistant Superintendent presently makes his home.

**8. Death of a Near Relative**

A one (1) day leave of absence will be allowed in the event of the death of a near relative. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, sister-in-law or brother-in-law.

**9. Jury Duty**

The Assistant Superintendent, if she is called and reports for service as a juror, shall be paid by the School District for each such day of service on which she otherwise would have worked.

**10. Family Medical Leave and Sabbatical Medical Leave**

In compliance with Board Policy and state and federal law.

**C. Other Benefits**

**1. Reimbursement for Graduate Education**

If the Assistant Superintendent is enrolled in a degree program, or is taking graduate courses relevant to her present job responsibilities, she shall be reimbursed for tuition expenses and related textbooks. All courses must have prior approval of the Superintendent and the Board. Tuition costs shall be provided; however, a grade of AB@ or better is required to qualify for this reimbursement. At the completion of the course, textbooks are to be returned to the Superintendent who shall forward them to the librarian for placement in the building professional library.

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

1 day to 1 year	100%	1 year 1 day to 2 years	50%
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**2. Mileage Reimbursement**

Reimbursement for use of the Assistant Superintendent=s vehicle for School District purposes shall be at the IRS-established rate. If the IRS establishes a new rate, that rate will become the approved rate for reimbursement.

## EMPLOYMENT CONTRACT EXTENSION AGREEMENT

This Employment Contract Extension Agreement is by and between the EAST STROUDSBURG AREA SCHOOL DISTRICT of 50 Vine Street, East Stroudsburg, PA 18301 and IRENE DUGGINS of 1086 Meixsell Valley Road, Saylorsburg, PA 18353. (collectively, the "Parties").

WHEREAS the Parties entered into an Employment Contract dated as of September 18, 2007 for the term from September 18, 2007 to September 17, 2010, which Employment Contract was subsequently renewed and extended by operation of law for a further term from September 18, 2010 to September 17, 2013; and

WHEREAS the Parties desire to extend the term of the Employment Contract, including in their entirety the terms thereof, any modifications heretofore made by the Board of Education, as well as the additional terms provided herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the East Stroudsburg Area School District and Irene Duggins agree as follows:

1. The Employment Contract, which is attached hereto as Exhibit "A" and is a part of this Extension Agreement, will be extended for an additional period of time, which additional period of time or term shall begin immediately upon the expiration of the previously agreed-upon time period and shall run from September 18, 2013 through September 17, 2014.
2. Irene Duggins' salary for the 2013-2014 school year shall be \$118,489.70.
3. Notwithstanding the language in the Employment Contract, Irene Duggins shall be obligated to pay 5% of the monthly premiums for the agreed upon health insurance benefits covered by the Employment Contract and this Agreement. All other provisions of the Employment Contract concerning health insurance remain unmodified.
4. Notwithstanding the language in the Employment Contract, the rate paid for unused sick leave at retirement for the length of this Extension Agreement shall be \$105 per day. All other provisions of the Employment Contract concerning sick leave remain unmodified.
5. In order to bring the terms of the Employment Contract into conformance with Section 13 of Act 141 of 2012, relating to Performance Review of Superintendents and Assistant Superintendents, the Board of Education of the East Stroudsburg Area School District shall conduct a formal written performance assessment of Irene Duggins. Said assessment shall be performed no later than June 30, 2014. The performance assessment shall be based, in part, upon the Performance Expectations attached hereto as Exhibit "B".

6. This Extension Agreement binds and benefits both Parties. This Extension Agreement, including the attached Employment Contract, is the entire agreement between the Parties.

Agreed to this 16th day of September, 2013:

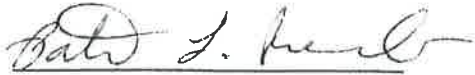


**WILLIAM SEARFOSS**  
President, Board of Education  
of East Stroudsburg Area School District



**IRENE DUGGINS**

WITNESS:



**PATRICIA ROSADO**  
Secretary