

East Stroudsburg Area School District
East Stroudsburg, PA 18301



CROSSING GUARD

COMPENSATION PLAN

for

2015-2016 through 2018-2019

7

TABLE OF CONTENTS

| | |
|--|----|
| TERM OF PLAN..... | 1 |
| DEFINITIONS..... | 1 |
| WAGES AND HOURS..... | 1 |
| RETROACTIVITY..... | 3 |
| SAFETY CLOTHING..... | 3 |
| TIME SHEETS..... | 3 |
| DIRECT DEPOSIT..... | 3 |
| HOLIDAYS..... | 4 |
| VACATIONS..... | 4 |
| PERSONAL LEAVE..... | 5 |
| SICK LEAVE..... | 5 |
| MILITARY LEAVE..... | 7 |
| BEREAVEMENT LEAVE..... | 7 |
| JURY DUTY..... | 8 |
| CHILDREARING LEAVE..... | 8 |
| FAMILY AND MEDICAL LEAVE..... | 8 |
| WORK RELATED INJURIES..... | 9 |
| PERSONNEL FILE/CONTENTS AVAILABLE..... | 9 |
| PHYSICAL EXAMINATIONS..... | 10 |
| PAYROLL DEDUCTIONS..... | 10 |
| ACTIVITY PASSES..... | 10 |
| PROBATIONARY PERIOD..... | 10 |
| LIFE INSURANCE..... | 11 |
| HEALTH INSURANCE/RETIREEES..... | 11 |
| DISABILITY INSURANCE..... | 11 |
| HEALTHCARE BENEFITS..... | 12 |
| ACA EXCISE TAX..... | 14 |
| SENIORITY, LAYOFF AND RECALL..... | 14 |
| NO STRIKE..... | 15 |
| SEPARABILITY CLAUSE..... | 15 |
| JUST CAUSE..... | 15 |
| | |
| SCHEDULE "A"..... | 16 |

ADOPTION

To comply with Pennsylvania law, the Board of Education of the East Stroudsburg Area School District, hereinafter referred to as the “Board” after Meeting and Discussing with Crossing Guards hereinafter referred to as the “employee”, adopts the following Compensation Plan for 2015-16 through 2018-2019.

This Compensation Plan was approved by the East Stroudsburg Area School District Board of Education at its regularly scheduled meeting of April 18, 2016.

**East Stroudsburg Area School District
Board of Education**

Gary Summers, President

Patricia Rosado, Secretary

TERM OF PLAN

From July 1, 2015 until midnight, June 30, 2019 with salaries and benefits established by the Board of Education as set forth herein.

If a new Compensation Plan for any fiscal year beyond this Plan has not been developed and approved prior to the end of this Plan, all salaries and fringe benefits will continue in force without reduction or loss of coverage until such time as a new Compensation Plan is developed and approved.

Any references to "salary", "benefits", "year", "annual work year" or the like, and any calculations to be made in connection therewith, are to be based upon the District's fiscal year which begins July 1 and ends June 30.

DEFINITIONS

For the purpose of this Plan, regular full-time employees shall be defined as employees regularly scheduled to work the minimum of five (5) hours or more per day, five (5) days per week on a regularly scheduled basis, or the equivalent of a minimum of twenty-five (25) hours per week.

WAGES AND HOURS

1. For the purpose of calculating accrued leave time, which shall include but not be limited to sick, personal and vacation leave, accrual and use shall be calculated on hours earned and hours used based upon an employee's primary assignment.
2. Employees covered by this Plan shall be eligible for increases in salary according to the following conditions:
 - a. Effective July 1, 2015, employees' salaries will be increased from their 2014-2015 salaries by \$.50 per hour.

- b. Effective July 1, 2016, employees' salaries will be increased from their 2015-2016 salaries by \$.50 per hour.
 - c. Effective July 1, 2017, employees' salaries will be increased from their 2016-2017 salaries by \$.50 per hour.
 - d. Effective July 1, 2018, employees' salaries will be increased from their 2017-2018 salaries by \$.50 per hour.
3. Newly hired employees' initial hiring-in salary in each year of the Plan is on as Schedule "A". After completion of their ninety (90) day probationary period, and for each fiscal year thereafter, those employees will receive salary increases as stated above in Paragraph 2 above.
- a. The District may extend the probation period based on a less than satisfactory job performance appraisal.
 - b. In the event the District extends the probation period, the employee must receive a satisfactory rating of their job performance appraisal in order to be eligible for a salary increase. In this instance, the salary increase will be effective the date of the satisfactory job performance; the salary increase will not be retroactive.
4. The regular workday shall be a minimum of a five (5) hour day exclusive of one, half (1/2) hour lunch. Normal hours will be pursuant to the needs of the District. Administration reserves the right to modify these shifts when it is in the best interest of the District.
5. The regular workweek shall be a minimum of (25) hours, consisting of five (5) days per week, and shall be based on their assigned building schedule.
6. Time and one-half (1.5x) of the appropriate straight time hourly rate will be paid for all hours worked in excess of forty (40) hours in the regular workweek or eight (8) hours in the regular workday.

11

7. Employees shall be ten (10) month employees and will be scheduled the number of days students are in session in the employee's assigned building, plus up to four (4) additional days as determined by the Chief of School Police or his/her designee.
8. Employees shall not work and will not be paid for District authorized severe weather/emergency school cancellations or winter and spring recess. Employees shall not work and will not be paid for Act 80 days or in-service days, unless students are in attendance, or with prior approval from the Chief of School Police or his/her designee.

RETROACTIVITY

Retroactivity will be prorated for those employees who have retired from the District after June 30, 2015 until the Plan was approved April 18, 2016.

To receive retroactivity, an employee must be employed and working for the District as of April 18, 2016.

Current employees shall receive retroactivity from July 1, 2015.

SAFETY CLOTHING

Employees shall be required to wear safety clothing provided by the District. All District issued safety clothing shall be returned to the District, in good condition, at the time of separation from employment or reassignment into a different job classification. Safety clothing will only be worn during work hours.

TIME SHEETS

Employees shall complete District provided time sheets for their daily work assignments and return them to the Chief of Police at the end of the pay period.

DIRECT DEPOSIT

All employees will receive their pay by direct deposit.

12

HOLIDAYS

The recognized paid Holidays for full-time employees are as follows:

| | |
|--------------------------------|-----------------------------|
| Labor Day | New Year's Eve |
| Thanksgiving Day | New Year's Day |
| *Friday after Thanksgiving Day | *Martin Luther King Jr. Day |
| *Monday after Thanksgiving Day | *Presidents' Day |
| Workday before Christmas Day | *Good Friday |
| Christmas Day | Memorial Day |

* An alternate day will be provided by the District if students are in attendance on these days. Such an alternate day will be provided prior to the last day of the academic year.

To be eligible for Holiday compensation, an employee must work or be on District approved personal, sick or vacation leave, the workday prior to and the workday immediately following the Holiday.

VACATIONS

1. Vacation with pay for employees covered by this Plan shall be computed on the basis of the number of hours regularly worked per day by the given employee. One (1) day of vacation will be added to the individual's total allotment at the end of each full fiscal year. Employees who accumulate more than ten (10) unpaid workdays in any fiscal year will not be awarded one (1) day of vacation for that given year. Maximum amount of vacation to be awarded any individual in any given year is fifteen (15) days based on years of service to the District. Vacation must be taken when school is not in session.
2. In the event of voluntary resignation, employees covered by this Plan will receive any accrued vacation pay to which they are otherwise entitled. No vacation pay shall be required to be paid if an employee is terminated.

13

3. Vacation earned must be taken between July 1 and June 30 of each fiscal year, and may not accumulate from year to year. Up to five (5) vacation days that remain unused at June 30 will automatically be carried over to the next fiscal year and must be taken no later than October 31 of each year. Pay for earned vacation that is not used will not be authorized.
4. Human Resources may distribute vacation forms and calendars to each employee.
5. Employees may take vacation in quarter hour increments.

PERSONAL LEAVE

1. Employees will be granted up to three (3) days of personal leave of absence with reasons unnecessary. The employee must give reasonable time and follow District procedures to request personal leave. During the first year of employment, employees will be granted one (1) personal leave day for each four (4) full months completed.
2. Employees will carry over to the following fiscal year, a maximum of two (2) unused personal leave days. Any remaining unused personal leave days will be added to the employee's sick leave accumulation in the following fiscal year.
3. Personal leave will not be granted on the first or last student day of a school year nor will it be granted if it extends a regularly scheduled Holiday (defined in "Holidays"), provided that such personal leave requests may be granted at the discretion of the Chief of Police or his/her designee. Personal leave will not be granted on days designated by the Chief of Police as staff development for crossing guards.
4. Employees may take personal leave in quarter hour increments.

SICK LEAVE

1. At the beginning of each new school year, full-time ten (10) month employees covered by this Plan will be credited with ten (10) days of sick leave according to their regular daily hourly assignment. 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,

14

without limit, except with limits set forth herein. Sick days may be used for a spouse, parent or child.

2. A day of sick leave for employees shall be equal to the number of daily hours normally worked. Employees may take sick leave in quarter hour increments.
3. Any employee covered by this Plan, who begins employment after the start of their normal year, shall be credited with one (1) sick leave day for each full month of work completed.
4. Administration may require employees to furnish a doctor's excuse at the employee's expense, if the employee is absent three or more consecutive days or, in the opinion of the Administration, a pattern of sick leave abuse is indicated.
5. Administration may require an employee to furnish a doctor's excuse at the employee's expense if the employee is absent due to illness the workday prior to, or immediately following a Holiday, as defined in "Holidays", if a pattern of abuse is indicated.
6. All employees are required to give at least a two (2) hour notice when utilizing a sick day. The District shall provide all employees with a procedure for sick day notification. Only one form of notification will be required. A pattern of failure to provide such notice may provide a basis for disciplinary action.
7. Unused sick leave at retirement, for full-time employees, shall be paid at the following rates:
 - a. 2015-2016 \$46.00/day
 - b. 2016-2017 \$46.00/day
 - c. 2017-2018 \$46.00/day
 - d. 2018-2019 \$46.00/day
 - a. This money shall not be construed to apply to final average salaries for purposes of retirement. Only those employees who are eligible for retirement according to PSERS are eligible. Written notice of retirement must be made prior to January 1 of the applicable year. However, the Board may waive this requirement in special cases.

15

- b. No additional sick days may be accumulated for the purposes of retirement reimbursement above 184 days for full-time (10) month employees.
8. Employees absent from work, unless on an approved Family and Medical Leave, who may not use vacation, sick or personal leave, shall, during the period of absence, be charged for the cost of healthcare premiums for the time absent. This charge is in addition to the loss of earnings for that period of time.

MILITARY LEAVE

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

BEREAVEMENT LEAVE

1. Death of a Spouse, Parent, Child: Up to five (5) non-consecutive work days leave of absence without loss of pay and benefits will be allowed by this Plan for a husband, wife, mother, father, son, daughter, step-father, step-mother, step-son or step-daughter. This leave can only be used to attend the funeral and/or attend to the affairs of the deceased.
2. Death of Immediate Family: Up to three (3) non-consecutive work days leave of absence without loss of pay and benefits will be allowed by this Plan. Members of the immediate family shall be defined as brother, sister, parent-in-law, son-in-law, daughter-in-law, grandchild, grandmother, grandfather or near relative who resides in the same household, or any person with whom the employee has made his/her home. This leave can only be used to attend the funeral and/or attend to the affairs of the deceased.
3. Death of Near Relative: One (1) day leave of absence will be allowed without loss of pay and benefits by this Plan in the event of a near relative. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law or sister-in-law. This leave can only be used to attend the funeral and/or attend to the affairs of the deceased.

16

JURY DUTY

Employees who are required to serve on jury duty or as a witness for the District shall be paid their regular pay and shall surrender to the District any compensation received for such jury duty.

CHILDREARING LEAVE

Childrearing Leave without pay shall be equally available to the natural or adoptive parent of a newborn child, or an infant to the age of forty-eight (48) months, in the event of adoption. Childrearing leave shall be for a maximum period of one (1) calendar year. Whenever possible, written application for leave must be made at least sixty (60) days prior to the proposed effective date of leave. The Board must approve all leaves of absence.

Return to service prior to the originally approved dates requires a written request sixty (60) days before the requested date of return, unless such period is waived, at the discretion of the Administration, in extenuating circumstances.

Payment of premiums for life and health insurance may be made at the employee's expense, or, at the employee's option, by the Board to the same extent that such premium payments are made for current active employees, provided that such benefit payments must be repaid to the District if the employee fails to return to full-time service for a period of at least equal to the length of the unpaid portion of the leave.

Sick leave for disabilities caused, or contributed to by pregnancy, prior to the date of the unpaid childrearing leave, may be utilized on the same basis as sick leave for any other disabilities.

FAMILY AND MEDICAL LEAVE

The parties agree to comply with the requirements of the Family and Medical Leave Act of 1993 (FMLA), as amended. Neither the District nor the employee may waive the right to exercise any prerogative or right under the Act.

A year for FMLA purposes shall be deemed to be a rolling year calculated for each individual employee.

19

WORK RELATED INJURIES

An employee who is absent due to injury on the job incurred in the course of an employee's employment, and who receives worker's compensation payments, shall have the option to continue on the payroll just as if he/she were reporting for his/her regular work assignment, and be paid the difference by the Board between any benefits received under Worker's Compensation and his/her salary. In such case, sick leave will be deducted on a pro rata basis. Alternatively, the employee may elect to utilize sick leave, and return all worker's compensation payments to the District. Sick leave under this option will also be deducted on a pro rata basis. Whenever possible, the injury must be reported to the school nurse or, in the absence of the school nurse, to the immediate supervisor or building administrator within twenty-four (24) hours. Notification can be done in person, via phone, or via email. Failure to do so may result in the claim being delayed or denied. The employee has the duty to obtain treatment for work-related injuries and illnesses, from one or more of the designated healthcare providers, for ninety (90) days from the date of the first visit to a designated provider. A list of such designated healthcare providers will be supplied to each employee.

A employee who has received more than one (1) year of full worker's compensation disability with a physician's statement that the employee cannot perform his/her essential job functions, shall be discharged from his/her employment with the District. Consideration will be given to an employee's request for transfer to an available position the employee is qualified for and can perform the essential job functions.

PERSONNEL FILE/CONTENTS AVAILABLE

No derogatory material will be placed in an employee's file, unless the employee has been given the opportunity to read the same and file an answer. A copy shall be provided to the employee at no cost.

An employee will be afforded the opportunity, upon request, to inspect his/her personnel file in the presence of the Superintendent or his/her designee, except for confidential material such as

18

pre-employment information. The employee may request copies of non-confidential file materials at his/her own expense at fees established for copies of public records.

PHYSICAL EXAMINATIONS

The Board will pay the cost of any physical examinations required under Section 1418(c) of the School Code. This does not apply where an employee is required to furnish a certificate from a physician certifying as to his/her ability or inability to perform his/her duties, as in the case of sick leave.

Should an employee elect to use his/her personal physician, the Board shall pay only that portion of the bill deemed to be customary and reasonable.

PAYROLL DEDUCTIONS

The District agrees to make payroll deductions for tax-sheltered annuities through one of the Board approved 403(b) vendors, the PA 529 College Savings Plan, the United Way, and the East Stroudsburg Education Foundation's Scholarship and General Funds. These deductions will be made only upon receipt of duly executed authorization forms.

The Board will permit payroll deduction for tax-sheltered annuities for employees covered by this Plan. All companies presently approved by the Board shall be permitted to solicit employees. Additional companies shall be authorized to solicit employees, only on petition from the employees and approved by the Board.

ACTIVITY PASSES

Activity passes shall be granted to each employee and one (1) guest.

PROBATIONARY PERIOD

Each new employee shall be considered probationary during the first ninety (90) workdays of employment. New employees may be terminated at any time up to the conclusion of the probationary period, at the discretion of the District. Thereafter, the employee shall be considered a regular employee of the District and shall acquire seniority status back to the date of

employment. The District may extend the probationary period. Written notification indicating the reason and length of the extension will be given to the employee.

LIFE INSURANCE

The Board agrees to pay the premium cost for group life insurance and group accidental death and dismemberment insurance for employees covered by this Plan. The insurance payout shall be \$50,000 during each of the years of this Plan.

New employees covered by this Plan will not be provided with this insurance until they have successfully completed the ninety (90) day probationary period.

HEALTH INSURANCE/RETIREES

The Board agrees to pay the monthly premiums for health insurance for employees who retire from the District and who meet the following conditions:

1. Is age 60 or older with at least 25 years of service (of which at least 15 must have been with the East Stroudsburg Area School District); or,
2. Whose age plus years of service exceeds the sum of 84 (of which at least 15 years of service must be in the East Stroudsburg Area School District.)

This coverage shall be provided for employees only until the last day of the month prior to the month when said employee reaches the age of Medicare eligibility. This coverage shall be provided at the same level of coverage that is in effect for other members covered by this Plan. Retirees shall not contribute premium share toward the purchase of their healthcare benefits. The employee will be required to pay the difference between this individual coverage and any dependent coverage that he/she elects to carry in accordance with Board Policy #549.

DISABILITY INSURANCE

The Board agrees to pay the monthly premiums for a long term disability insurance plan that provides for a payment of sixty per cent (60%) of the employee's salary, with an elimination period of the greater of a employee's accumulated sick time or ninety (90) days with a maximum of \$5,000 per month, for each employee covered by this Plan.

HEALTHCARE BENEFITS

The Board agrees to provide healthcare benefits for full-time employees and their eligible dependents through a Preferred Provider Organization (PPO) delineated in the Plan documents published on the District's website at the date of signing of this Plan by both parties. The Plan documents will be updated as necessary. The District shall not make changes to the benefit levels provided to the employees. However, the District shall not be responsible for changes to the Plan if made unilaterally by the District's Plan administrator or for changes made due to applicable federal and/or state laws and regulations.

Full-time employees who qualify for healthcare benefits will pay an annual premium share of \$1,040 per fiscal year. This amount shall be pro-rated over the employees' fiscal year pay periods.

The District shall adopt a 125 plan prior to any employee contribution toward healthcare benefits so that the employee contribution may be paid before taxes are deducted from the gross pay.

Employees who choose healthcare benefits will pay the following deductibles:

Healthcare Deductibles:

| Calendar Year (Jan. to Dec.) | In Network | | Out of Network | |
|---------------------------------|------------|---------|----------------|---------|
| | Single | Family | Single | Family |
| 2016 | \$125 | \$375 | \$250 | \$750 |
| 2017 | \$250 | \$750 | \$500 | \$1,500 |
| 2018 | \$250 | \$750 | \$500 | \$1,500 |
| 2019 | \$500 | \$1,500 | \$1,000 | \$3,000 |

21

Dental Insurance

The Board agrees to provide dental benefits for full-time employees and their eligible dependents as delineated in the Plan documents published on the District's website at the date of the signing of this Plan by both parties. The Plan documents will be updated as necessary. The District shall not make changes to the benefit levels provided to the employees. However, the District shall not be responsible for changes to the Plan if made unilaterally by the District's Plan administrator or for changes made due to applicable federal and/or state laws or regulations.

Vision Insurance

The Board agrees to provide vision benefits for full-time employees and their eligible dependents as delineated in the Plan document published on the District's website at the date of the signing of this Plan by both parties. The Plan documents will be updated as necessary. The District shall not make changes to the benefit levels provided to employees. However, the District shall not be responsible for changes to the Plan if made unilaterally by the District's Plan administrator or for changes made due to applicable federal and/or state laws or regulations.

1. Each employee or eligible dependent will be able to receive reimbursement from the District once every two (2) years for the twenty-five dollar (\$25) co-payment.
2. The employee will submit to the District's Business Office, either the original vision provider's receipt or original vision provider's explanation of benefits if the vision service or corrective eyewear paid for was applicable to the co-payment.
3. Reimbursement for the employee or eligible dependent co-pay will be made within thirty (30) calendar days after the second Board of Education meeting following submission of the documentation listed above in #2 to the business office.
4. The employee will have six (6) calendar months after the date of service/purchase to submit the eligible receipt(s) or explanation of benefits as outlined above to the business office.
5. The total allowance for contacts under the current vision provider will be increased to \$150 per employee and per his/her eligible dependents.

22

Any other improvements in the health care benefits, i.e., hospitalization, vision plan, dental, prescription drug, etc., being provided to the East Stroudsburg Education Support Professional Association as the result of negotiations in future contracts shall be incorporated into this Plan, except for those non-healthcare benefits specifically covered elsewhere.

Should the Board of Education secure an alternate underwriter for the employees' hospitalization and dental insurance, separately or combined, the employee shall be guaranteed the following: (a) Equivalent and equal coverage on each and every provision contained in the appendix; (b) The appendix shall be the existing coverage and constitute the minimum; and, (c) The appendix shall change in accordance with the Plan guidelines. It is also guaranteed by the Board of Education, that no employee will suffer a loss and/or reduction in benefits by virtue of an alternate underwriter's waiting period or of existing illness disclaimers.

ACA EXCISE TAX

Should the District receive notice that the Health Insurance premiums will, under the ACA, be subject to the ACA excise tax, the parties will immediately commence discussions over how to reduce premiums to avoid the excise tax. The parties pledge to make themselves available to meet at least once per week in this effort.

SENIORITY, LAYOFF AND RECALL

Definition and Guidelines

1. Seniority shall be defined as an employee's length of continuous service with the employer since the employee's most recent date of hire as a crossing guard.
2. In the event of a layoff or reduction in force, layoffs shall be on the basis of seniority, provided that the remaining employees are qualified and physically able to perform the work. Recalls from layoff will be in inverse order of seniority.
3. Employees who are laid off shall retain their seniority until such time that they are recalled from layoff and decline to return to the District.

23

5. Seniority and all related rights under this Plan shall be lost by an employee for any of the following reasons:
- a. Voluntary quit or resignation.
 - b. Discharge.
 - c. Failure upon recall by certified mail from layoff to report to work within one (1) week.
 - d. Retirement.
 - e. Failure to return from an approved leave of absence.
 - f. Absence for three (3) consecutive days without notifying the District, unless failure to do so is beyond the employee's control.
 - g. Failure to accept a job offering in the same classification.

NO STRIKE

Employees shall not take part in any strike during the term of this Plan.

SEPARABILITY CLAUSE

In the event any provision of this Plan is found to be inconsistent with any statute or law, the provisions of such statute or law shall prevail, and if any provision herein is found to be invalid and unenforceable by a court or any administrative agency having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect.

JUST CAUSE

No employee shall be disciplined or discharged except for just cause. An employee, who is subject to discipline and/or discharge, may elect a hearing as provided by law.

24

SCHEDULE "A"

CROSSING GUARDS

Starting Wages

| 2014-2015 | 2015-2016* | 2016-2017* | 2017-2018* | 2018-2019* |
|-----------|------------|------------|------------|------------|
| \$12.46 | \$12.46 | \$12.96 | \$13.46 | \$13.96 |

*Following satisfactory completion of the ninety (90) workday probationary period, these hourly rates will increase \$.50 per hour.

25

East Stroudsburg Area School District
East Stroudsburg, PA 18301



SECURITY OFFICER

COMPENSATION PLAN

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TABLE OF CONTENTS

| | |
|--|----|
| TERM OF PLAN..... | 1 |
| DEFINITIONS..... | 1 |
| WAGES AND HOURS..... | 1 |
| RETROACTIVITY..... | 3 |
| UNIFORMS..... | 4 |
| LEAVING THE BUILDING..... | 4 |
| TIME CLOCKS..... | 4 |
| DIRECT DEPOSIT..... | 4 |
| HOLIDAYS..... | 4 |
| VACATIONS..... | 5 |
| PERSONAL LEAVE..... | 6 |
| SICK LEAVE..... | 7 |
| MILITARY LEAVE..... | 8 |
| BEREAVEMENT LEAVE..... | 8 |
| JURY DUTY..... | 9 |
| CHILDREARING LEAVE..... | 9 |
| FAMILY AND MEDICAL LEAVE..... | 10 |
| WORK RELATED INJURIES..... | 10 |
| PERSONNEL FILE/CONTENTS AVAILABLE..... | 11 |
| PHYSICAL EXAMINATIONS..... | 11 |
| PAYROLL DEDUCTIONS..... | 11 |
| ACTIVITY PASSES..... | 12 |
| TUITION REIMBURSEMENT..... | 12 |
| PROBATIONARY PERIOD..... | 14 |
| LIFE INSURANCE..... | 15 |
| HEALTH INSURANCE/RETIREES..... | 15 |
| DISABILITY INSURANCE..... | 16 |
| HEALTHCARE BENEFITS..... | 16 |
| ACA EXCISE TAX..... | 18 |
| SENIORITY, LAYOFF AND RECALL..... | 18 |
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Any references to "salary", "benefits", "year", "annual work year" or the like, and any calculations to be made in connection therewith, are to be based upon the District's fiscal year which begins July 1 and ends June 30.

DEFINITIONS

For the purpose of this Plan, regular full-time employees shall be defined as employees regularly scheduled to work the equivalent of eight (8) hours per day, five (5) days per week on a regularly scheduled basis, or the equivalent of a minimum of forty (40) hours per week.

WAGES AND HOURS

1. For the purpose of calculating accrued leave time, which shall include but not be limited to sick, personal and vacation leave, accrual and use shall be calculated on hours earned and hours used based upon an employee's primary assignment.
2. Employees covered by this Plan shall be eligible for increases in salary according to the following conditions:
 - a. Effective July 1, 2015, employees' salaries will be increased from their 2014-2015 salaries by \$1.00 per hour.

- b. Effective July 1, 2016, employees' salaries will be increased from their 2015-2016 salaries by \$.50 per hour.
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- a. The District may extend the probation period based on a less than satisfactory job performance appraisal.
 - b. In the event the District extends the probation period, the employee must receive a satisfactory rating of their job performance appraisal in order to be eligible for a salary increase. In this instance, the salary increase will be effective the date of the satisfactory job performance; the salary increase will not be retroactive.
4. The regular workday shall be an eight (8) hour day exclusive of one, half (1/2) hour lunch. Administration reserves the right to modify the scheduled workday when it is in the best interest of the District. One (1) fifteen (15) minute break will be allowed in the first four (4) hours of each shift and one (1) additional fifteen (15) minute break during the last four hours.
5. The regular workweek shall be forty (40) hours, consisting of five (5) days per week, and shall be based on their assigned building schedule.

30

6. Time and one-half (1.5x) of the appropriate straight time hourly rate will be paid for all hours worked in excess of forty (40) hours in the regular workweek or eight (8) hours in the regular workday.
7. Employees shall be considered twelve (12) month or (10) month positions. Ten (10) month employees will be scheduled the number of days students are in session in the employee's assigned building, plus up to four (4) additional days as determined by the Chief of School Police or his/her designee.
8. Ten (10) month employees shall not work and will not be paid for District authorized severe weather/emergency school cancellations or winter and spring recess. Ten (10) month employees shall not work and will not be paid for Act 80 days or in-service days, unless students are in attendance, or upon direction from the Chief of School Police or his/her designee.
9. Twelve (12) month employees shall work District authorized severe weather/emergency school cancellations, spring and winter recess, Act 80 days and in-service days.
10. In the event of District authorized delays or early dismissals that occur during the employee's regularly scheduled workday, ten (10) month employees shall report to work one hour prior to the student arrival time, without loss of pay. In the event of District authorized early dismissals, and at the discretion of the District, ten (10) month employees shall leave one hour after student dismissal time, without loss of pay.

RETROACTIVITY

Retroactivity will be prorated for those employees who have retired from the District after June 30, 2015 until the Plan was approved April 18, 2016.

To receive retroactivity, an employee must be employed and working for the District as of April 18, 2016.

Current employees shall receive retroactivity from July 1, 2015.

31

UNIFORMS

Employees shall be required to wear uniforms provided by the District and will be responsible for the cleaning and pressing of the uniforms. All District issued uniforms shall be returned to the District, in good condition, at the time of separation from employment or reassignment into a different job classification. Uniforms will only be worn during work hours.

LEAVING THE BUILDING

Any employee must seek the permission of the Chief of School Police, principal or immediate supervisor to leave the building during work hours (not including scheduled lunch and breaks). All employees must punch out and punch in when leaving the building for occasions other than scheduled lunch and breaks.

TIME CLOCKS

Employees shall utilize the District's time clock system to clock in at start of their work assignment, and out at the end of their work assignment.

DIRECT DEPOSIT

All employees will receive their pay by direct deposit.

HOLIDAYS

The recognized paid Holidays for full-time twelve (12) month employees are as follows:

| | |
|--------------------------------|-----------------------------|
| Labor Day | New Year's Eve |
| Thanksgiving Day | New Year's Day |
| *Friday after Thanksgiving Day | *Martin Luther King Jr. Day |
| *Monday after Thanksgiving Day | *Presidents' Day |
| Workday before Christmas Day | *Good Friday |
| Christmas Day | Memorial Day |
| | Fourth of July |

* An alternate day will be provided by the District if students are in attendance on these days. Such an alternate day will be provided prior to the last day of the academic year.

32

Ten (10) month employees shall receive Holiday pay at their regularly worked hours for each of the above named Holidays that fall between the beginning and end of the student school year.

To be eligible for Holiday compensation, an employee must work or be on District approved personal, sick or vacation leave, the workday prior to and the workday immediately following the Holiday.

VACATIONS

1. All full-time twelve (12) month employees are entitled to vacation with pay on the following basis: one (1) week of vacation after one (1) year of service; two (2) weeks of vacations after (2) years of service; three (3) weeks of vacation after six (6) or more years of service; seventeen (17) days of vacation after ten (10) or more years of service in the school district. Employees who accumulate ten (10) or more unpaid workdays in any fiscal year will have their vacation days prorated for that given year.

2. Newly hired full-time twelve (12) month employees, working less than a full year (July 1 to June 30), shall be entitled (according to the following schedule), after July 1, to paid vacation, which shall be taken after the close of the then current fiscal year.

| | |
|--|---|
| If employment begins _____ between these dates: | The employee shall be entitled _____ to the following workday vacations: |
|--|---|

| | |
|-------------------------------------|--------|
| March 1 through April 30 | 1 day |
| January 1 through February 28 or 29 | 2 days |
| November 1 through December 31 | 3 days |
| September 1 through October 31 | 4 days |
| July 1 through August 31 | 5 days |

3. Vacation with pay for full-time ten (10) month employees covered by this Plan shall be computed on the basis of the number of hours regularly worked per day by the given employee. One (1) day of vacation will be added to the individual's total allotment at the end of each full fiscal year. Employees who accumulate more than ten (10) unpaid workdays in

33

any fiscal year will not be awarded one (1) day of vacation for that given year. Maximum amount of vacation to be awarded any individual in any given year is fifteen (15) days based on years of service to the District. Vacation must be taken when school is not in session.

4. In the event of voluntary resignation, employees covered by this Plan will receive any accrued vacation pay to which they are otherwise entitled. No vacation pay shall be required to be paid if an employee is terminated.
5. Vacation earned must be taken between July 1 and June 30 of each fiscal year, and may not accumulate from year to year. Up to five (5) vacation days that remain unused at June 30 will automatically be carried over to the next fiscal year and must be taken no later than October 31 of each year. Pay for earned vacation that is not used will not be authorized.
6. Human Resources may distribute vacation forms and calendars to each employee.
7. Employees may take vacation in quarter hour increments.

PERSONAL LEAVE

1. Employees will be granted up to three (3) days of personal leave of absence with reasons unnecessary. The employee must give reasonable time and follow District procedures to request personal leave. During the first year of employment, employees will be granted one (1) personal leave day for each four (4) full months completed.
2. Employees will carry over to the following fiscal year, a maximum of two (2) unused personal leave days. Any remaining unused personal leave days will be added to the employee's sick leave accumulation in the following fiscal year.
3. Personal leave will not be granted on the first or last student day of a school year nor will it be granted if it extends a regularly scheduled Holiday (defined in "Holidays"), provided that such personal leave requests may be granted at the discretion of the Chief of Police or his/her designee. Personal leave will not be granted on security officer staff development days designated by the Chief of Police.

34

4. Employees may take personal leave in quarter hour increments.

SICK LEAVE

1. Twelve (12) Month Employees - At the beginning of each new fiscal year, full-time-twelve (12) month employees covered by this Plan will be credited with twelve (12) days of sick leave according to their regular daily hourly assignment. 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, without limit, except with limits set forth herein. Sick days may be used for a spouse, parent or child.
2. Ten (10) Month Employees - At the beginning of each new school year, full-time ten (10) month employees covered by this Plan will be credited with ten (10) days of sick leave according to their regular daily hourly assignment. 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, without limit, except with limits set forth herein. Sick days may be used for a spouse, parent or child.
3. A day of sick leave for employees shall be equal to the number of daily hours normally worked. Employees may take sick leave in quarter hour increments.
4. Any employee covered by this Plan, who begins employment after the start of their normal year, shall be credited with one (1) sick leave day for each full month of work completed.
5. Administration may require employees to furnish a doctor's excuse at the employee's expense, if the employee is absent three or more consecutive days or, in the opinion of the Administration, a pattern of sick leave abuse is indicated.
6. Administration may require an employee to furnish a doctor's excuse at the employee's expense if the employee is absent due to illness the workday prior to, or immediately following a Holiday, as defined in "Holidays", if a pattern of abuse is indicated.

35

7. All employees are required to give at least a two (2) hour notice when utilizing a sick day. The District shall provide all employees with a procedure for sick day notification. Only one form of notification will be required. A pattern of failure to provide such notice may provide a basis for disciplinary action.

8. Unused sick leave at retirement, for full-time employees, shall be paid at the following rates:
 - a. 2015-2016 \$46.00/day
 - b. 2016-2017 \$46.00/day
 - c. 2017-2018 \$46.00/day
 - d. 2018-2019 \$46.00/day
 - a. This money shall not be construed to apply to final average salaries for purposes of retirement. Only those employees who are eligible for retirement according to PSERS are eligible. Written notice of retirement must be made prior to January 1 of the applicable year. However, the Board may waive this requirement in special cases.

 - b. No additional sick days may be accumulated for the purposes of retirement reimbursement above 261 days for full-time twelve (12) month employees, and 184 days for full-time (10) month employees.

9. Employees absent from work, unless on an approved Family and Medical Leave, who may not use vacation, sick or personal leave, shall, during the period of absence, be charged for the cost of healthcare premiums for the time absent. This charge is in addition to the loss of earnings for that period of time.

MILITARY LEAVE

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

BEREAVEMENT LEAVE

1. Death of a Spouse, Parent, Child: Up to five (5) non-consecutive work days leave of absence without loss of pay and benefits will be allowed by this Plan for a husband, wife, mother,

36

father, son, daughter, step-father, step-mother, step-son or step-daughter. This leave can only be used to attend the funeral and/or attend to the affairs of the deceased.

2. Death of Immediate Family: Up to three (3) non-consecutive work days leave of absence without loss of pay and benefits will be allowed by this Plan. Members of the immediate family shall be defined as brother, sister, parent-in-law, son-in-law, daughter-in-law, grandchild, grandmother, grandfather or near relative who resides in the same household, or any person with whom the employee has made his/her home. This leave can only be used to attend the funeral and/or attend to the affairs of the deceased.
3. Death of Near Relative: One (1) day leave of absence will be allowed without loss of pay and benefits by this Plan in the event of a near relative. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law or sister-in-law. This leave can only be used to attend the funeral and/or attend to the affairs of the deceased.

JURY DUTY

Employees who are required to serve on jury duty or as a witness for the District shall be paid their regular pay and shall surrender to the District any compensation received for such jury duty.

CHILDREARING LEAVE

Childrearing Leave without pay shall be equally available to the natural or adoptive parent of a newborn child, or an infant to the age of forty-eight (48) months, in the event of adoption. Childrearing leave shall be for a maximum period of one (1) calendar year. Whenever possible, written application for leave must be made at least sixty (60) days prior to the proposed effective date of leave. The Board must approve all leaves of absence.

Return to service prior to the originally approved dates requires a written request sixty (60) days before the requested date of return, unless such period is waived, at the discretion of the Administration, in extenuating circumstances.

Payment of premiums for life and health insurance may be made at the employee's expense, or, at the employee's option, by the Board to the same extent that such premium payments are made for

current active employees, provided that such benefit payments must be repaid to the District if the employee fails to return to full-time service for a period of at least equal to the length of the unpaid portion of the leave.

Sick leave for disabilities caused, or contributed to by pregnancy, prior to the date of the unpaid childrearing leave, may be utilized on the same basis as sick leave for any other disabilities.

FAMILY AND MEDICAL LEAVE

The parties agree to comply with the requirements of the Family and Medical Leave Act of 1993 (FMLA), as amended. Neither the District nor the employee may waive the right to exercise any prerogative or right under the Act.

A year for FMLA purposes shall be deemed to be a rolling year calculated for each individual employee.

WORK RELATED INJURIES

An employee who is absent due to injury on the job incurred in the course of an employee's employment, and who receives worker's compensation payments, shall have the option to continue on the payroll just as if he/she were reporting for his/her regular work assignment, and be paid the difference by the Board between any benefits received under Worker's Compensation and his/her salary. In such case, sick leave will be deducted on a pro rata basis. Alternatively, the employee may elect to utilize sick leave, and return all worker's compensation payments to the District. Sick leave under this option will also be deducted on a pro rata basis. Whenever possible, the injury must be reported to the school nurse or, in the absence of the school nurse, to the immediate supervisor or building administrator within twenty-four (24) hours. Notification can be done in person, via phone, or via email. Failure to do so may result in the claim being delayed or denied. The employee has the duty to obtain treatment for work-related injuries and illnesses, from one or more of the designated healthcare providers, for ninety (90) days from the date of the first visit to a designated provider. A list of such designated healthcare providers will be supplied to each employee.

A employee who has received more than one (1) year of full worker's compensation disability with a physician's statement that the employee cannot perform his/her essential job functions, shall be discharged from his/her employment with the District. Consideration will be given to an employee's request for transfer to an available position the employee is qualified for and can perform the essential job functions.

PERSONNEL FILE/CONTENTS AVAILABLE

No derogatory material will be placed in an employee's file, unless the employee has been given the opportunity to read the same and file an answer. A copy shall be provided to the employee at no cost.

An employee will be afforded the opportunity, upon request, to inspect his/her personnel file in the presence of the Superintendent or his/her designee, except for confidential material such as pre-employment information. The employee may request copies of non-confidential file materials at his/her own expense at fees established for copies of public records.

PHYSICAL EXAMINATIONS

The Board will pay the cost of any physical examinations required under Section 1418(c) of the School Code. This does not apply where an employee is required to furnish a certificate from a physician certifying as to his/her ability or inability to perform his/her duties, as in the case of sick leave.

Should an employee elect to use his/her personal physician, the Board shall pay only that portion of the bill deemed to be customary and reasonable.

PAYROLL DEDUCTIONS

The District agrees to make payroll deductions for tax-sheltered annuities through one of the Board approved 403(b) vendors, the PA 529 College Savings Plan, the United Way, and the East Stroudsburg Education Foundation's Scholarship and General Funds. These deductions will be made only upon receipt of duly executed authorization forms.

39

The Board will permit payroll deduction for tax-sheltered annuities for employees covered by this Plan. All companies presently approved by the Board shall be permitted to solicit employees. Additional companies shall be authorized to solicit employees, only on petition from the employees and approved by the Board.

ACTIVITY PASSES

Activity passes shall be granted to each employee and one (1) guest.

TUITION REIMBURSEMENT

The Board agrees to reimburse full-time employees covered by this Plan for tuition only for college courses, registration fees for staff development, vocational/professional trainings, conferences, and workshops under the following conditions:

1. The training, conference, workshop or college course must be related to the employee's job description and assignment.
2. The training, conference, workshop or college course must be pre-approved (prior to registration) by the Superintendent or his/her designee, and shall be submitted on the form designated for that purpose.
3. The request for college course tuition reimbursement must be accompanied by an official transcript showing successful completion of the college course and a receipt for tuition payment. ("Successful" shall be defined as maintaining at least a "B" average, with any "C" grade being balanced by an "A" grade in order to qualify for reimbursement.)
4. The reimbursement for registration fees for staff development, vocational/professional trainings, conferences and workshops shall be the actual cost of such fees documented by a receipt.
5. The reimbursement rate for tuition payment for successfully completed college courses (not to exceed nine (9) credits per fiscal year) shall be 100% of the tuition

paid, or reimbursement amount specified in the Agreement with the East Stroudsburg Area Education Support Professional Association, whichever is less.

Tuition reimbursement for completed coursework shall be made within forty-five (45) calendar days after the submission of documentation by employee as defined in Item #3 above.

6. The Superintendent or designee shall have the right to limit the number of college credits attempted, conferences, workshops or vocational trainings attended by any one (1) individual in a given fiscal year.

7. Any employee, with between zero (0) and less than five (5) years of experience in the East Stroudsburg Area School District, who resigns from the District within four (4) years after receiving tuition reimbursement, shall return part or all of the reimbursement received according to the following schedule:

| <u>Reimbursement received during the prior number of months:</u> | <u>Percentage of Reimbursement owed back to the District</u> |
|--|--|
| 12 | 100% |
| 24 | 100% |
| 36 | 100% |
| 48 | 50% |

Prior to their effective resignation date, a promissory note with a payment plan will be signed by the employee. The first payment will be within fifteen (15) days of the effective resignation date and full payment will be within six (6) months of the effective resignation date. At the request of the employee, payments may be deducted from payroll checks subsequent to a schedule agreeable to the District and the employee.

8. Any employee, with between five (5) and ten (10) years of experience in the East Stroudsburg Area School District, who resigns from the District within three (3) years after receiving tuition reimbursement, shall return part or all of the reimbursement received according to the following schedule:

| <u>Reimbursement received during the prior number of months:</u> | <u>Percentage of Reimbursement owed back to the District</u> |
|--|--|
|--|--|

41

| | |
|----|------|
| 12 | 100% |
| 24 | 100% |
| 36 | 50% |

Prior to their effective resignation date, a promissory note with a payment plan will be signed by the employee. The first payment will be within fifteen (15) days of the effective resignation date and full payment will be within six (6) months of the effective resignation date. At the request of the employee, payments may be deducted from payroll checks subsequent to a schedule agreeable to the District and the employee.

9. Any employee, with more than ten (10) years of experience in the East Stroudsburg Area School District, who resigns from the District within two (2) years after receiving tuition reimbursement, shall return part or all of the reimbursement received according to the following schedule:

| <u>Reimbursement received during the prior number of months:</u> | <u>Percentage of Reimbursement owed back to the District</u> |
|--|--|
| 12 | 100% |
| 24 | 50% |

Prior to their effective resignation date, a promissory note with a payment plan will be signed by the employee. The first payment will be within fifteen (15) days of the effective resignation date and full payment will be within six (6) months of the effective resignation date. At the request of the employee, payments may be deducted from payroll checks subsequent to a schedule agreeable to the District and the employee.

10. Any employee, who is eligible for retirement according to PSERS and retires from the District, will not be required to reimburse the District for college credits taken no matter when the college credits were taken.

PROBATIONARY PERIOD

Each new employee shall be considered probationary during the first ninety (90) workdays of employment. New employees may be terminated at any time up to the conclusion of the

42

probationary period, at the discretion of the District. Thereafter, the employee shall be considered a regular employee of the District and shall acquire seniority status back to the date of employment. The District may extend the probationary period. Written notification indicating the reason and length of the extension will be given to the employee.

LIFE INSURANCE

The Board agrees to pay the premium cost for group life insurance and group accidental death and dismemberment insurance for employees covered by this Plan. The insurance payout shall be \$50,000 during each of the years of this Plan.

New employees covered by this Plan will not be provided with this insurance until they have successfully completed the ninety (90) day probationary period.

HEALTH INSURANCE/RETIRES

The Board agrees to pay the monthly premiums for health insurance for employees who retire from the District through the Public School Employee Retirement system after July 1, 1983 (except as modified below), and who meets the following conditions:

1. Is age 60 or older with at least 25 years of service (of which at least 15 must have been with the East Stroudsburg Area School District); or,
2. Whose age plus years of service exceeds the sum of 83 while the retirement system 53/30 window is in effect, or 84 under the basic retirement system plan (of which at least 15 years of service must be in the East Stroudsburg Area School District.)

This coverage shall be provided for employees only until the last day of the month prior to the month when said employee reaches the age of Medicare eligibility. This coverage shall be provided at the same level of coverage that is in effect for other members covered by this Plan. Retirees shall not contribute premium share toward the purchase of their healthcare benefits. The employee will be required to pay the difference between this individual coverage and any dependent coverage that he/she elects to carry in accordance with Board Policy #549.

43

DISABILITY INSURANCE

The Board agrees to pay the monthly premiums for a long term disability insurance plan that provides for a payment of sixty per cent (60%) of the employee’s salary, with an elimination period of the greater of a employee’s accumulated sick time or ninety (90) days with a maximum of \$5,000 per month, for each employee covered by this Plan.

HEALTHCARE BENEFITS

The Board agrees to provide healthcare benefits for full-time employees and their eligible dependents through a Preferred Provider Organization (PPO) delineated in the Plan documents published on the District’s website at the date of signing of this Plan by both parties. The Plan documents will be updated as necessary. The District shall not make changes to the benefit levels provided to the employees. However, the District shall not be responsible for changes to the Plan if made unilaterally by the District’s Plan administrator or for changes made due to applicable federal and/or state laws and regulations.

Full-time employees who qualify for healthcare benefits will pay an annual premium share of \$1,040 per fiscal year. This amount shall be pro-rated over the employees’ fiscal year pay periods.

The District shall adopt a 125 plan prior to any employee contribution toward healthcare benefits so that the employee contribution may be paid before taxes are deducted from the gross pay.

Employees who choose healthcare benefits will pay the following deductibles:

Healthcare Deductibles:

| Calendar Year (Jan. to Dec.) | In Network | | Out of Network | |
|---------------------------------|------------|--------|----------------|--------|
| | Single | Family | Single | Family |
| 2016 | \$125 | \$375 | \$250 | \$750 |

44

| | | | | |
|-------------|-------|---------|---------|---------|
| 2017 | \$250 | \$750 | \$500 | \$1,500 |
| 2018 | \$250 | \$750 | \$500 | \$1,500 |
| 2019 | \$500 | \$1,500 | \$1,000 | \$3,000 |

Dental Insurance

The Board agrees to provide dental benefits for full-time employees and their eligible dependents as delineated in the Plan documents published on the District’s website at the date of the signing of this Plan by both parties. The Plan documents will be updated as necessary. The District shall not make changes to the benefit levels provided to the employees. However, the District shall not be responsible for changes to the Plan if made unilaterally by the District’s Plan administrator or for changes made due to applicable federal and/or state laws or regulations.

Vision Insurance

The Board agrees to provide vision benefits for full-time employees and their eligible dependents as delineated in the Plan document published on the District’s website at the date of the signing of this Plan by both parties. The Plan documents will be updated as necessary. The District shall not make changes to the benefit levels provided to employees. However, the District shall not be responsible for changes to the Plan if made unilaterally by the District’s Plan administrator or for changes made due to applicable federal and/or state laws or regulations.

1. Each employee or eligible dependent will be able to receive reimbursement from the District once every two (2) years for the twenty-five dollar (\$25) co-payment.
2. The employee will submit to the District’s Business Office, either the original vision provider’s receipt or original vision provider’s explanation of benefits if the vision service or corrective eyewear paid for was applicable to the co-payment.
3. Reimbursement for the employee or eligible dependent co-pay will be made within thirty (30) calendar days after the second Board of Education meeting following submission of the documentation listed above in #2 to the business office.

45

4. The employee will have six (6) calendar months after the date of service/purchase to submit the eligible receipts(s) or explanation of benefits as outlined above to the business office.
5. The total allowance for contacts under the current vision provider will be increased to \$150 per employee and per his/her eligible dependents.

Any other improvements in the health care benefits, i.e., hospitalization, vision plan, dental, prescription drug, etc., being provided to the East Stroudsburg Education Support Professional Association as the result of negotiations in future contracts shall be incorporated into this Plan, except for those non-healthcare benefits specifically covered elsewhere.

Should the Board of Education secure an alternate underwriter for the employees' hospitalization and dental insurance, separately or combined, the employee shall be guaranteed the following: (a) Equivalent and equal coverage on each and every provision contained in the appendix; (b) The appendix shall be the existing coverage and constitute the minimum; and, (c) The appendix shall change in accordance with the Plan guidelines. It is also guaranteed by the Board of Education, that no employee will suffer a loss and/or reduction in benefits by virtue of an alternate underwriter's waiting period or of existing illness disclaimers.

ACA EXCISE TAX

Should the District receive notice that the Health Insurance premiums will, under the ACA, be subject to the ACA excise tax, the parties will immediately commence discussions over how to reduce premiums to avoid the excise tax. The parties pledge to make themselves available to meet at least once per week in this effort.

SENIORITY, LAYOFF AND RECALL

A. Definition and Guidelines

1. Seniority shall be defined as an employee's length of continuous service with the employer since the employee's most recent date of hire as a security officer.

46

2. In the event of a layoff or reduction in force, layoffs shall be on the basis of seniority, provided that the remaining employees are qualified and physically able to perform the work. Recalls from layoff will be in inverse order of seniority.
3. Employees who are laid off shall retain their seniority until such time that they are recalled from layoff and decline to return to the District.
5. Seniority and all related rights under this Plan shall be lost by an employee for any of the following reasons:
 - a. Voluntary quit or resignation.
 - b. Discharge.
 - c. Failure upon recall by certified mail from layoff to report to work within one (1) week.
 - d. Retirement.
 - e. Failure to return from an approved leave of absence.
 - f. Absence for three (3) consecutive days without notifying the District, unless failure to do so is beyond the employee's control.
 - g. Failure to accept a job offering in the same classification.

NO STRIKE

Security officers shall not take part in any strike during the term of this Plan.

SEPARABILITY CLAUSE

In the event any provision of this Plan is found to be inconsistent with any statute or law, the provisions of such statute or law shall prevail, and if any provision herein is found to be invalid and unenforceable by a court or any administrative agency having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect.

JUST CAUSE

No employee shall be disciplined or discharged except for just cause. An employee, who is subject to discipline and/or discharge, may elect a hearing as provided by law.

47

SCHEDULE "A"

SECURITY OFFICERS

Starting Wages

| 2014-2015 | 2015-2016* | 2016-2017* | 2017-2018* | 2018-2019* |
|-----------|------------|------------|------------|------------|
| \$14.68 | \$14.68 | \$15.18 | \$15.68 | \$16.18 |

*Following satisfactory completion of the ninety (90) workday probationary period, these hourly rates will increase \$.50 per hour.

48

East Stroudsburg Area School District
East Stroudsburg, PA 18301



SCHOOL POLICE OFFICER
COMPENSATION
PLAN

for

2015-2016 through 2018-2019

TABLE OF CONTENTS

ADOPTION2

TERM OF PLAN.....3

WORKDAYS.....3

HOLIDAYS.....4

VACATION.....4

COMPENSATION (BENEFITS).....5

 EXTENSION OF BENEFITS5

 SICK LEAVE5

 TERM LIFE INSURANCE5

 HEALTH INSURANCE5

 HEALTHCARE PREMIUM SHARE.....6

 HEALTH INSURANCE AFTER RETIREMENT6

 DENTAL INSURANCE6

 VISION INSURANCE6

 MARRIED COUPLES EMPLOYED BY DISTRICT6

 EXTENDED SICK LEAVE BENEFIT6

 LONG-TERM DISABILITY PLAN7

 UNUSED SICK LEAVE AT RETIREMENT7

 TUITION REIMBURSEMENT7

 PERSONAL DAYS9

RANDOM TESTING.....9

EVALUATION TECHNIQUE9

STARTING WAGES.....9

COMPENSATION METHODOLOGY9

ACA EXCISE TAX.....10

DEFERRED AND SEVERANCE COMPENSATION 10

STIPENDS.....10

APPENDIX "A".....12

50

Adoption

To comply with Pennsylvania law and to provide for a management team philosophy, the Board of Education of the East Stroudsburg Area School District, hereinafter referred to as the "Board" after Meeting and Discussing with School Police Officers hereinafter referred to as the "employee", adopts the following Compensation Plan for 2015-2016 through 2018-2019.

Approved by the East Stroudsburg Area School District Board of Education at its regularly scheduled meeting of April 18, 2016.

East Stroudsburg Area School District Board of Education

Gary Summers, President

Patricia Rosado, Secretary

Term of Plan

From July 1, 2015 until June 30, 2019 with salaries and benefits established by the Board of Education as set forth herein.

If a new Compensation Plan for any fiscal year beyond this Plan has not been developed and approved prior to the end of this Plan, all salaries and fringe benefits will continue in force without reduction or loss of coverage until such time as a new Compensation Plan is developed and approved.

Any references to "salary", "benefits", "year", "annual work year" or the like, and any calculations to be made in connection therewith, are to be based upon the District's fiscal year which begins July 1 and ends June 30.

Workdays

School Police Officers shall be either full-time twelve (12) month or full-time ten (10) month employees with a regular workweek of forty-two and one-half (42.5) hours, consisting of five (5) days per week of eight and one-half (8.5) hours, inclusive of one (1) half (.5) hour of each day paid lunch.

Employees working 2nd shift (3:00 p.m. 11:30 p.m.) shall receive a shift differential of forty (\$0.40) cents per hour and 3rd shift (10:00 p.m. to 6:30 p.m.) shall receive a shift differential of (\$.50) cents per hour.

Twelve (12) month School Police Officers shall work District authorized severe weather/emergency school cancellations. In addition, they shall work Act 80 days, in-service days and winter and spring recess.

Ten (10) month School Police Officers shall will be scheduled the number of days students are in session in the employee's assigned building, plus up to four (4) additional days as determined by the Chief of School Police or his/her designee. In addition, they shall not work and will not be paid for District authorized severe weather/emergency school cancellations. In the event Administration gives prior approval, ten (10) month employees may be required to report to work on these days.

Time and one-half (1.5x) of the appropriate straight time hourly rates will be paid for all hours worked in excess of forty (40) hours in the regular workweek.

Each new employee shall be considered probationary during the first one hundred eighty (180) workdays of employment. New employees may be terminated at any time up to the conclusion of the probationary period, at the discretion of the District. The District may extend the probationary period. Written notification indicating the reason and length of the extension will be given to the employee.

The District reserves the right to assign employees to locations and times according to the needs of the District. If a situation arises whereby the District deems relocation or change of shift is

necessary, the employee has no right of refusal and must report to the reassignment upon notification by the Superintendent, or his/her designee.

Holidays

The recognized thirteen (13) paid holidays for all full-time twelve (12) month employees are as follows:

- | | |
|--------------------------------|-----------------------------|
| Labor Day | New Year's Eve |
| Thanksgiving Day | New Year's Day |
| *Friday after Thanksgiving Day | *Martin Luther King Jr. Day |
| *Monday after Thanksgiving Day | *Presidents' Day |
| Workday Before Christmas Day | *Good Friday |
| Christmas Day | Memorial Day |
| | Fourth of July |

*An alternate day will be provided by the District if pupils are in attendance on these days. Such an alternate day will be provided prior to the last day of the academic year.

Full-time ten month employees shall receive Holiday pay at their regularly worked hours for each of the above named Holidays that fall between the beginning and the end of the school year.

Employees who have received proper authorization from the District, who work on any of the paid holidays except Labor Day, shall be paid at straight time plus double time (3x). Labor Day shall be paid at straight time plus time and one-half (2.5x). Employees, who have received proper authorization from the District, who work on Sundays shall be paid a total of two (2) times their regular pay.

Vacation

All full-time twelve (12) month employees are entitled to vacation with pay on the following basis: one (1) week of vacation after one (1) year of service; two (2) weeks of vacation after (2) years of service; three (3) weeks of vacation after six (6) or more years of service; seventeen (17) days of vacation after (10) or more years of service in the school district.

Newly hired full-time twelve (12) month employees, working less than a full year (July 1 to June 30), shall be entitled (according to the following schedule) after July 1 to paid vacation which shall be taken after the close of the then current fiscal year.

| | |
|---|---|
| If 12 month employment begins between these dates: | the employee shall be entitled to the following workday vacations: |
|---|---|

| | |
|-------------------------------------|--------|
| March 1 through April 30 | 1 day |
| January 1 through February 28 or 29 | 2 days |
| November 1 through December 31 | 3 days |
| September 1 through October 31 | 4 days |
| July 1 through August 31 | 5 days |

53

Full-time ten (10) month employees are entitled to vacation with pay at the rate of eight (8) hours for every year of service, with a maximum of one hundred twenty (120) hours vacation in any one (1) year.

Vacation earned must be taken between July 1 and June 30 of each fiscal year, and may not be accumulated from year to year. Up to five (5) vacation days that remain unused at June 30 will automatically be carried over to the next fiscal year and must be taken no later than October 31 of each year. Pay for earned vacation that is not used will not be authorized.

Upon separation from the District, each employee shall be compensated for any unused vacation days at his/her respective rate of pay.

Compensation (Benefits)

Extension of Benefits

The Board shall provide benefits provided in the existing East Stroudsburg Education Support Professional Association Agreement, unless otherwise stated in this Plan.

The following benefits are provided:

Sick Leave

Sick leave for twelve month employees shall be twelve (12) days per year; ten month employees shall be ten (10) days per year, and will be accumulative without ceiling.

Life Insurance

The Board shall pay the premium cost for group life insurance and group accidental death and dismemberment insurance for employees. Insurance shall be \$50,000 during all of the years of this Plan.

New employees covered by this Plan will not be provided with this insurance until they have successfully completed the one hundred eighty (180) day probationary period.

Healthcare Insurance

The Board agrees to provide a group healthcare (medical & prescription) plan for each employee and his/her eligible dependents covered by this Plan as outlined in Appendix A of this document. Subsequent to Board approval, healthcare carriers may be changed provided there is no diminution of the current benefit levels. However, the Board shall not be responsible for changes made unilaterally by the current carrier or changes mandated by applicable federal and/or state laws and regulations.

Healthcare Premium Share

Employees shall contribute 10.0% of the annual premium actuarially determined COBRA rates (less the 2% administrative fee) for medical/prescription coverage.

The annual healthcare premium share will be divided by the number of fiscal year pay periods to determine the per pay deduction. In the event an employee continues District medical/prescription coverage while on unpaid leave, the employee will be required to pay the District their respective premium share.

Health Insurance after Retirement

The Board shall pay the monthly premiums for health insurance for employees who retire from the District through the Public School Employee Retirement system after July 1, 1983 (except as modified below), and who meets the following conditions:

1. Is age 60 or older with at least 25 years of service (of which at least 15 must have been with the East Stroudsburg Area School District); or,
2. Whose age plus years of service exceeds the sum of 83 while the retirement system 53/30 window is in effect, or 84 under the basic retirement system plan (of which at least 15 years of service must be in the East Stroudsburg Area School District.)

This coverage shall be provided for employees only until the last day of the month prior to the month when said employee reaches the age of Medicare eligibility. This coverage shall be provided at the same level of coverage that is in effect for current employees referenced in this Plan. The employee will be required to pay the difference between their individual coverage and any dependent coverage that he/she elects to carry in accordance with Board Policy #549.

Dental Insurance

The Board agrees that the District shall pay the monthly premiums for dental benefits equal to or better than the current dental coverage for each employee covered by this Plan and his/her eligible dependents.

Vision Insurance

The Board agrees that the District shall pay the monthly premiums for vision benefits equal to or better than the current vision care coverage for each employee covered by this Plan and his/her eligible dependents.

Married Couples Employed By District

Duplication of healthcare coverage will not be permitted. If the District employs an employee's spouse, the couple may elect medical/prescription, dental and/or vision insurance under one employee, but not both.

55

Long-Term Disability Plan

The Board shall pay the monthly premiums for a long term disability insurance plan, that provides (subject to insurer's approval) for a payment of sixty per cent (60%) of the employee's salary, with an elimination period of the greater of the employee's accumulated sick time or ninety (90) days with a maximum of \$5,000 per month, for each employee referenced in this Plan.

Unused Sick Leave at Retirement

The rate paid for unused sick leave at retirement for the length of this Plan shall be \$42.00 per day for retirees during the 2013-2014 fiscal year; and \$44.00 per day for the 2014-2015 fiscal year. This rate shall increase by the same percentage as the support staff unused sick leave rate increases in each subsequent year during which this Plan may continue in effect.

This money shall not be construed to apply to final average salaries for purposes of retirement. Only those employees who are eligible for retirement according to PSERS are eligible. Written notice of retirement must be made prior to January 1 of the applicable year. However, the Board may waive this requirement in special cases.

No additional sick days may be accumulated for the purposes of retirement reimbursement above 261 days for twelve (12) month employees and 184 days for full-time (10) month employees.

Tuition Reimbursement

The Board agrees to reimburse full-time employees covered by this Plan for tuition only for college courses, registration fees for staff development, vocational/professional trainings, conferences, and workshops under the following conditions:

1. The training, conference, workshop or college course must be related to the employee's job description and assignment.
2. The training, conference, workshop or college course must be pre-approved (prior to registration) by the Superintendent or his/her designee, and shall be submitted on the form designated for that purpose.
3. The request for college course tuition reimbursement must be accompanied by an official transcript showing successful completion of the college course and a receipt for tuition payment. ("Successful" shall be defined as maintaining at least a "B" average, with any "C" grade being balanced by an "A" grade in order to qualify for reimbursement.)
4. The reimbursement for registration fees for staff development, vocational/professional trainings, conferences and workshops shall be the actual cost of such fees documented by a receipt.
5. The reimbursement rate for tuition payment for successfully completed college courses (not to exceed nine (9) credits per fiscal year) shall be 100% of the tuition

paid, or reimbursement amount specified in the agreement with the East Stroudsburg Education Association, whichever is less.

6. The Superintendent or his/her designee shall have the right to limit the number of college credits attempted, conferences, workshops or vocational trainings attended by any one (1) individual in a given fiscal year.

7. Any employee, with between zero (0) and less than five (5) years of experience in the East Stroudsburg Area School District, who resigns from the District within four (4) years after receiving tuition reimbursement, shall return part or all of the reimbursement received according to the following schedule:

| <u>Reimbursement received during the prior number of months:</u> | <u>Percentage of Reimbursement owed back to the District</u> |
|--|--|
| 12 | 100% |
| 24 | 100% |
| 36 | 100% |
| 48 | 50% |

All reimbursement owed must be returned to the District within six (6) months of the effective resignation date.

8. Any employee, with between five (5) and ten (10) years of experience in the East Stroudsburg Area School District, who resigns from the District within three (3) years after receiving tuition reimbursement, shall return part or all of the reimbursement received according to the following schedule:

| <u>Reimbursement received during the prior number of months:</u> | <u>Percentage of Reimbursement owed back to the District</u> |
|--|--|
| 12 | 100% |
| 24 | 100% |
| 36 | 50% |

All reimbursement owed must be returned to the District within six (6) months of the effective resignation date.

9. Any employee, with more than ten (10) years of experience in the East Stroudsburg Area School District, who resigns from the District within two (2) years after receiving tuition reimbursement, shall return part or all of the reimbursement received according to the following schedule:

| <u>Reimbursement received during the prior number of months:</u> | <u>Percentage of Reimbursement owed back to the District</u> |
|--|--|
| 12 | 100% |
| 24 | 50% |

All reimbursement owed must be returned to the District within six (6) months of the effective resignation date.

10. Any employee, who is eligible for retirement according to PSERS, will not be required to reimburse the District for college credits taken no matter when the college credits were taken.

Personal Days

Each full-time employee will receive three personal days per year. Unused personal days will be converted to sick days on July 1 of the following year.

Random Testing

School Police Officers are subject to unannounced random drug and alcohol testing. Once notified of a random test, the employee must immediately report to the designated testing location.

Evaluation Technique

The Superintendent, or his/her designee, will complete an annual appraisal of the employee using the established East Stroudsburg Area School District Support Staff Evaluation Form #512.

A summary of the appraisal will be provided to the employee prior to July 1 of any year covered by this Plan, rating his/her performance as either satisfactory, not satisfactory or in need of improvement.

Starting Wages

| | | | | |
|-----------|------------|------------|------------|------------|
| 2014-2015 | 2015-2016* | 2016-2017* | 2017-2018* | 2018-2019* |
| \$14.68 | \$14.68 | \$15.13 | \$15.58 | \$16.05 |

Unless the District determines otherwise, all new hires will be placed at the starting rate.

Compensation Methodology

2015-2016 fiscal year hourly rates will be increased by three percent (3%) over those established in the 2014-2015 fiscal year, based on a satisfactory evaluation.

2016-2017 fiscal year hourly rates will be increased by three percent (3%) over those established in the 2015-2016 fiscal year, based on a satisfactory evaluation.

2017-2018 fiscal year hourly rates will be increased by three percent (3%) over those established in the 2016-2017 fiscal year, based on a satisfactory evaluation.

2018-2019 fiscal year hourly rates will be increased by three percent (3%) over those established in the 2017-2018 fiscal year, based on a satisfactory evaluation.

Those employees whose net wage (gross wage *minus* the employee premium contribution) declines as a result of the increased employee premium contribution, will be additionally compensated so that their net wage increase equals the average net wage increase of the group.

58

All matters involving Compensation shall be established and determined by official action of the Board of Education.

ACA Excise Tax

Should the District receive notice that the Health Insurance premiums will, under the ACA, be subject to the ACA excise tax, the parties will immediately commence discussions over how to reduce premiums to avoid the excise tax. The parties pledge to make themselves available to meet at least once per week in this effort.

Deferred and Severance Compensation

The Board shall make a non-elective employer contribution to the employee's 403(b) retirement program in an amount equal to unused sick and vacation time up to the allowable IRS limit.

Stipends

Effective July 1, 2012, stipends will be awarded for employees who have continuously worked as a School Police Officer for the District and received a satisfactory evaluation; possess current Act 120 training (successfully completed law enforcement training at an accredited police academy); completed MPOTEC state mandated yearly training; and successfully completed current firearm qualification.

FIRST STIPEND (one payment):

#1. Upon completion of two work years, one stipend payable at the end of the respective fiscal year, as follows:

\$2,500.00 stipend for full-time twelve month employees

\$2,083.33 stipend for full-time ten month employees

(Newly hired employees must work at least half of their first work year in order to be eligible for the First Stipend.)

SECOND STIPEND (two payments):

#2. If eligible for the First Stipend (#1 above), commencing the following work year, as follows:

a. Payable the last pay date in December.

\$2,500.00 stipend for full-time twelve month employees

\$2,083.33 stipend for full-time ten month employees

b. If eligible for #2a, payable the last pay date in June.

\$2,500.00 stipend for full-time twelve month employees

\$2,083.33 stipend for full-time ten month employees

59

SUBSEQUENT STIPENDS (two payments):

If previously eligible for the First and Second Stipends, and all of the above stated requirements are met, subsequent years' payments are as follows:

- a. Payable the last pay date in December.
 - \$2,500.00 stipend for full-time twelve month employees
 - \$2,083.33 stipend for full-time ten month employees

- b. Payable the last pay date in June.
 - \$2,500.00 stipend for full-time twelve month employees
 - \$2,083.33 stipend for full-time ten month employees

60

APPENDIX "A"

Deductibles (In-Network)

| | <u>Single</u> | <u>Family</u> |
|------|---------------|---------------|
| 2016 | \$250 | \$750 |
| 2017 | \$500 | \$1,500 |
| 2018 | \$500 | \$1,500 |
| 2019 | \$750 | \$2,250 |

Deductibles (Out-Network)

| | <u>Single</u> | <u>Family</u> |
|------|---------------|---------------|
| 2016 | \$500 | \$1,500 |
| 2017 | \$1,000 | \$3,000 |
| 2018 | \$1,000 | \$3,000 |
| 2019 | \$1,500 | \$4,500 |

Office Visit Copays (In-Network)

| | <u>PCP</u> | <u>Specialist</u> | <u>Urgent Care</u> | <u>ER</u> |
|---------|------------|-------------------|--------------------|-----------|
| 2015-16 | \$15 | \$15 | \$15 | \$35 |
| 2016-17 | \$15 | \$15 | \$15 | \$35 |
| 2017-18 | \$15 | \$15 | \$15 | \$35 |
| 2018-19 | \$15 | \$15 | \$50 | \$100 |

Prescription Drug Copays

| | <u>Generic</u> | <u>Brand Formulary</u> | <u>Brand Non-Formulary</u> | |
|---------|----------------|------------------------|----------------------------|--------|
| 2015-16 | 20% | 20% | 20% | Retail |
| | \$20 | \$20 | \$20 | Mail |
| 2016-17 | 20% | 20% | 20% | Retail |
| | \$20 | \$20 | \$20 | Mail |
| 2017-18 | 20% | 20% | 20% | Retail |
| | \$20 | \$20 | \$20 | Mail |
| 2018-19 | 20% | 20% | 20% | Retail |
| | \$20 | \$20 | \$20 | Mail |

Employee Premium Share

| | |
|---------|---|
| 2015-16 | 10% of COBRA rates (less the 2% administrative fee) |
| 2016-17 | 10% of COBRA rates (less the 2% administrative fee) |
| 2017-18 | 10% of COBRA rates (less the 2% administrative fee) |
| 2018-19 | 10% of COBRA rates (less the 2% administrative fee) |

Eligibility Restrictions

| | |
|---------|---------------------------------|
| 2015-16 | No Spousal Surcharge |
| 2016-17 | No Spousal Surcharge |
| 2017-18 | Spousal Surcharge (\$150/month) |
| 2018-19 | Strict Spousal Rule |

61

East Stroudsburg Area School District
East Stroudsburg, PA 18301



ADMINISTRATIVE ASSISTANT

**COMPENSATION
PLAN**

for

2015-2016 through 2018-2019

TABLE OF CONTENTS

| | |
|--|-----------|
| ADOPTION | 2 |
| DEFINITIONS | 3 |
| TERM OF PLAN | 3 |
| WORKDAYS..... | 3 |
| HOLIDAYS..... | 3 |
| VACATION..... | 4 |
| COMPENSATION (BENEFITS)..... | 5 |
| EXTENSION OF BENEFITS | 5 |
| SICK LEAVE | 5 |
| TERM LIFE INSURANCE | 5 |
| HEALTH INSURANCE | 5 |
| HEALTHCARE DEDUCTIBLES | 6 |
| HEALTHCARE PREMIUM SHARE..... | 6 |
| HEALTH INSURANCE AFTER RETIREMENT | 6 |
| DENTAL INSURANCE | 7 |
| VISION INSURANCE | 7 |
| MARRIED COUPLES EMPLOYED BY DISTRICT | 7 |
| EXTENDED SICK LEAVE BENEFIT | 7 |
| LONG-TERM DISABILITY PLAN | 7 |
| UNUSED SICK LEAVE AT RETIREMENT | 7 |
| REIMBURSEMENT FOR GRADUATE COURSE EXPENSE | 8 |
| REIMBURSEMENT FOR UNDERGRADUATE COURSE EXPENSE | 8 |
| PERSONAL DAYS..... | 9 |
| EVALUATION TECHNIQUE | 9 |
| COMPENSATION METHODOLOGY | 9 |
| ACA EXCISE TAX..... | 10 |
| DEFERRED AND SEVERANCE COMPENSATION..... | 10 |

Adoption

To comply with Pennsylvania law and to provide for a management team philosophy, the Board of Education of the East Stroudsburg Area School District, hereinafter referred to as the "Board" after Meeting and Discussing with Administrative Assistants and the Benefits Coordinator, hereinafter referred to as the "employee", adopts the following Compensation Plan for 2015-2016 through 2018-2019.

Approved by the East Stroudsburg Area School District Board of Education at its regularly scheduled meeting of April 18, 2016.

East Stroudsburg Area School District Board of Education

Gary Summers, President

Patricia Rosado, Secretary

Definitions

The term "Administrative Assistants" shall include the following positions for the purpose of this Plan:

Administrative Assistants

Administrative Assistant – Business Manager
Administrative Assistants – Human Resources
Administrative Assistants – Superintendent
Benefits Coordinator – Business Manager

Term of Plan

From July 1, 2015 until June 30, 2019 with salaries and benefits established by the Board of Education as set forth herein.

If a new Compensation Plan for any fiscal year beyond this Plan has not been developed and approved prior to the end of this Plan, all salaries and fringe benefits will continue in force without reduction or loss of coverage until such time as a new Compensation Plan is developed and approved.

Any references to "salary", "benefits", "year", "annual work year" or the like, and any calculations to be made in connection therewith, are to be based upon the District's fiscal year which begins July 1 and ends June 30.

Workdays

Administrative Assistants/Benefits Coordinator shall be twelve (12) month employees with a regular workweek of thirty-seven and one half hours (37.5), consisting of five (5) consecutive days per week of seven and one half (7.5) hours duration each, Monday through Friday.

Time and one-half (1.5x) of the appropriate straight time hourly rates will be paid for all hours worked in excess of forty (40) hours in the regular workweek or eight (8) hours in the regular workday.

Holidays

The recognized thirteen (13) paid holidays for all full-time twelve (12) month employees are as follows:

| | |
|--------------------------------|-----------------------------|
| Labor Day | New Year's Eve |
| Thanksgiving Day | New Year's Day |
| *Friday after Thanksgiving Day | *Martin Luther King Jr. Day |
| *Monday after Thanksgiving Day | *Presidents' Day |

Workday Before Christmas Day
Christmas Day Memorial Day

*Good Friday
Fourth of July

*An alternate day will be provided by the District if pupils are in attendance on these days.
Such an alternate day will be provided prior to the last day of the academic year.

Employees who have received proper authorization from the District, who work on any of the paid holidays except Labor Day, shall be paid at straight time plus double time (3x). Labor Day shall be paid at straight time plus time and one-half (2.5x). Employees, who have received proper authorization from the District, who work on Sundays shall be paid a total of two (2) times their regular pay.

Holidays, including winter and spring recess shall be in accordance with the School Calendar, without loss of pay and benefits.

Employees shall follow the School Calendar with respect to District authorized severe weather/emergency school cancellations without loss of pay and benefits.

In the event of District authorized delays or early dismissals that occur during the employee's regularly scheduled workday, and at the discretion of the District, employees may report to work at a later time and/or be released prior to their regularly scheduled workday without loss of pay and benefits.

Vacation

All full-time twelve (12) month employees are entitled to vacation with pay on the following basis: one (1) week of vacation after one (1) year of service; two (2) weeks of vacation after (2) years of service; three (3) weeks of vacation after six (6) or more years of service; seventeen (17) days of vacation after (10) or more years of service. Effective July 1, 2013, twenty (20) days of vacation after ten (10) or more years of service in the school district.

Newly hired twelve (12) month employees, working less than a full year (July 1 to June 30), shall be entitled (according to the following schedule) after July 1 to paid vacation which shall be taken after the close of the then current fiscal year.

| <u>If 12 month employment begins</u> <u>between these dates:</u> | <u>the employee shall be entitled</u> <u>to the following workday vacations:</u> |
|---|---|
| March 1 through April 30 | 1 day |
| January 1 through February 28 or 29 | 2 days |
| November 1 through December 31 | 3 days |
| September 1 through October 31 | 4 days |
| July 1 through August 31 | 5 days |

Vacation earned must be taken between July 1 and June 30 of each fiscal year, and may not be accumulated from year to year. Up to five (5) vacations days that remain unused at June 30 will

automatically be carried over to the next fiscal year and must be taken no later than October 31 of each year. Pay for earned vacation that is not used will not be authorized.

Upon separation from the District, each employee shall be compensated for any unused vacation days at his/her respective rate of pay.

Compensation (Benefits)

Extension of Benefits

The Board shall provide the employee benefits provided in the existing Act 93 Compensation Plan.

The following benefits are provided:

Sick Leave

Sick leave for twelve-month employees shall be twelve (12) days per year and will be accumulative without ceiling.

Term Life Insurance

Term life insurance policy equal in value to 2-1/2 times the annual salary shall be provided. This policy will be maintained on all retired employees with at least 10 years of Administrative Assistant/Benefits Coordinator, Confidential Secretary and/or Confidential Benefits Coordinator Service in the East Stroudsburg Area School District until age 65, but not exceed the number of years accrued in Administrative Assistant/Benefits Coordinator, Confidential Secretary and/or Confidential Benefits Coordinator service within the District and will be based upon the annual salary in effect at the time of retirement.

Retired employees over the age of 65 will have the option of maintaining their policy by paying the premium to the District. Active employees will have the option of increasing their coverage by paying the premium to the District.

Healthcare Insurance

The Board agrees to provide a group healthcare (medical & prescription) plan for each employee and his/her eligible dependents covered by this Plan equal to or better than the current medical/prescription coverage. Subsequent to Board approval, healthcare carriers may be changed provided there is no diminution of the current benefit levels. However, the Board shall not be responsible for changes made unilaterally by the current carrier or changes mandated by applicable federal and/or state laws and regulations.

Healthcare Deductibles:

Employees who choose healthcare benefits will pay the following deductibles:

| Calendar Year (Jan. to Dec.) | In Network | | Out of Network | |
|---------------------------------|------------|---------|----------------|---------|
| | Single | Family | Single | Family |
| 2016 | \$125 | \$375 | \$250 | \$750 |
| 2017 | \$250 | \$750 | \$500 | \$1,500 |
| 2018 | \$250 | \$750 | \$500 | \$1,500 |
| 2019 | \$500 | \$1,500 | \$1,000 | \$3,000 |

Healthcare Premium Share

Employees shall contribute 10.0% of the annual premium actuarially determined COBRA rates (less the 2% administrative fee) for medical/prescription coverage.

The annual healthcare premium share will be divided by the number of fiscal year pay periods to determine the per pay deduction. In the event an employee continues District medical/prescription coverage while on unpaid leave, the employee will be required to pay the District their respective premium share.

Health Insurance after Retirement

All eligible retired employees shall receive single coverage health insurance at the level provided for all other staff or until an individual becomes eligible for Medicare, with premiums paid by the District. A retired employee will be required to pay for any eligible dependent coverage that he/she elects.

Retirees eligible for continued District paid health insurance shall not be required to pay the healthcare premium share.

In order to be eligible for health insurance coverage after retirement, 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 Administrative Assistant/Benefits Coordinator, Confidential Secretary and/or Confidential Benefits Coordinator in the East Stroudsburg Area School District upon retirement.

68

Dental Insurance

The Board agrees that the District shall pay the monthly premiums for dental benefits equal to or better than the current dental coverage for each employee covered by this Plan and his/her eligible dependents.

Vision Insurance

The Board agrees that the District shall pay the monthly premiums for vision benefits equal to or better than the current vision care coverage for each employee covered by this Plan and his/her eligible dependents.

Married Couples Employed By District

Duplication of healthcare coverage will not be permitted. If the District employs an employee's spouse, the couple may elect medical/prescription, dental and/or vision insurance under one employee, but not both.

Extended Sick Leave Benefit

After sick leave is depleted, payment will be made for additional days lost due to illness or injury at the rate of \$105 per day for a total amount of additional days not to exceed ten (10) days for each full year of service as an Administrative Assistant/Benefits Coordinator, Confidential Secretary and/or Confidential Benefits Coordinator to the 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.

Long-Term Disability Plan

The Board agrees that the District shall pay the premium for employees covered by this Plan for a long-term disability insurance plan that provides (subject to insurer's approval) for a payment of 66 2/3 % of the employee's annual salary, with an elimination period of the greater of an employee's accumulated sick time or 60 days, and a \$5,000 per month maximum.

Unused Sick Leave at Retirement

The rate paid for unused sick leave at retirement for the length of this Plan shall be \$105 per day. This rate shall increase by the same percentage as the teacher's unused sick leave rate increases in each subsequent year during which this Plan 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 Administrative Assistant/Benefits Coordinator, Confidential Secretary or Confidential Benefits Coordinator in the East Stroudsburg Area School District upon retirement.

Reimbursement for Graduate Course Expense

1. Tuition for graduate course credits and fees relevant to present job responsibilities shall be reimbursed at the actual cost of the course and fees but shall not exceed the cost of graduate course and fees at Lehigh University.

All courses must have the prior approval of the Superintendent. Approval by the Superintendent will be based on relevance to position responsibilities of employee and on potential benefits to the East Stroudsburg Area School District. A grade of "B" or better is required to qualify for this reimbursement. An employee shall be permitted a total of twenty-four (24) credits per year.

2. Reimbursement for graduate credits shall be subject to the employee remaining as an employee in the District for at least two years after completion of the course for which reimbursement is paid. Any employee leaving the District sooner than three (3) years after completion of the course will be required to repay the District part of the reimbursement, as follows:

| | |
|---|--|
| Remains less than one year | 100% of the amount of the reimbursement paid to the employee |
| Remains one year, than two years | 70% of the amount of the reimbursement paid to but less the employee |
| Remains two years, but less than three years | 40% of the amount of the reimbursement paid to the employee |
| Remains three years, but less than four years | 10% of the amount of the reimbursement paid to the employee |

Repayment shall be made through a deduction in final payroll checks or shall be directly reimbursable by the employee with a personal check prior to terminating employment with the District.

Reimbursement for Undergraduate Course Expense

An employee enrolled in approved undergraduate credit courses leading to a degree relevant to present job responsibilities shall be reimbursed at the actual cost of the course and fees, but not

to exceed \$4,000 per year. All courses must have the prior approval of the Superintendent. Approval by the Superintendent will be based on relevance to position responsibilities of employee and on potential benefits to the East Stroudsburg Area School District. A grade of "B" or better is required to qualify for this reimbursement.

Reimbursement for undergraduate credits shall be subject to the employee remaining as an employee in the District for at least two years after completion of the course for which reimbursement is paid. Any employee leaving the District sooner than three (3) years after completion of the course will be required to repay the District part of the reimbursement, as follows:

| | |
|---|--|
| Remains less than one year | 100% of the amount of the reimbursement paid to the employee |
| Remains one year, but less than two years | 70% of the amount of the reimbursement paid to the employee |
| Remains two years, but less than three years | 40% of the amount of the reimbursement paid to the employee |
| Remains three years, but less than four years | 10% of the amount of the reimbursement paid to the employee |

Repayment shall be made through a deduction in final payroll checks or shall be directly reimbursable by the employee with a personal check prior to terminating employment with the District.

Personal Days

Each employee will receive three personal days per year. Unused personal days will be converted to vacation days on July 1 of the following year.

Evaluation Technique

The Superintendent, or his/her designee, will complete an annual appraisal of the employee using the established East Stroudsburg Area School District Support Staff Evaluation Form #512.

A summary of the appraisal will be provided to the employee prior to July 1 of any year covered by this Plan, rating his/her performance as either satisfactory, not satisfactory or in need of improvement.

Compensation Methodology

2015-2016 fiscal year hourly rates will be increased by three percent (3%), then plus \$1.00 over those established in the 2014-2015 fiscal year, based upon a satisfactory evaluation.

2016-2017 fiscal year hourly rates will be increased by three percent (3%), then plus \$1.00 over those established in the 2015-2016 fiscal year, based upon a satisfactory evaluation.

2017-2018 fiscal year hourly rates will be increased by three percent (3%), then plus \$1.00 over those established in the 2016-2017 fiscal year, based upon a satisfactory evaluation.

2018-2019 fiscal year hourly rates will be increased three percent (3%) over those established in the 2017-2018 fiscal year, based upon a satisfactory evaluation.

Those employees whose net wage (gross wage *minus* the employee premium contribution) declines as a result of the increased employee premium contribution, will be additionally compensated so that their net wage increase equals the average net wage increase of the group.

All matters involving Compensation shall be established and determined by official action of the Board of Education.

ACA Excise Tax

Should the District receive notice that the Health Insurance premiums will, under the ACA, be subject to the ACA excise tax, the parties will immediately commence bargaining over how to reduce premiums to avoid the excise tax. The parties pledge to make themselves available to meet at least once per week in this effort.

Deferred and Severance Compensation

The Board shall make a non-elective employer contribution to the employee's 403(b) retirement program in an amount equal to unused sick and vacation time up to the allowable IRS limit.

East Stroudsburg Area School District
East Stroudsburg, PA 18301



FIRST LEVEL SUPERVISOR

**COMPENSATION
PLAN**

for

2015-2016 through 2018-2019

73

TABLE OF CONTENTS

| | |
|--|-----------|
| ADOPTION | 2 |
| DEFINITIONS | 3 |
| TERM OF PLAN | 3 |
| WORKDAYS..... | 3 |
| HOLIDAYS..... | 4 |
| VACATION..... | 4 |
| COMPENSATION (BENEFITS)..... | 5 |
| EXTENSION OF BENEFITS | 5 |
| SICK LEAVE | 5 |
| TERM LIFE INSURANCE | 5 |
| HEALTH INSURANCE | 6 |
| HEALTHCARE PREMIUM SHARE..... | 6 |
| HEALTH INSURANCE AFTER RETIREMENT | 6 |
| DENTAL INSURANCE | 6 |
| VISION INSURANCE | 6 |
| MARRIED COUPLES EMPLOYED BY DISTRICT | 7 |
| EXTENDED SICK LEAVE BENEFIT | 7 |
| LONG-TERM DISABILITY PLAN | 7 |
| UNUSED SICK LEAVE AT RETIREMENT | 7 |
| REIMBURSEMENT FOR GRADUATE COURSE EXPENSE | 7 |
| REIMBURSEMENT FOR UNDERGRADUATE COURSE EXPENSE | 8 |
| PERSONAL DAYS..... | 9 |
| EVALUATION TECHNIQUE | 9 |
| COMPENSATION METHODOLOGY | 9 |
| 2015-2016 STIPENDS..... | 9 |
| ACA EXCISE TAX..... | 10 |
| DEFERRED AND SEVERANCE COMPENSATION..... | 10 |
| APPENDIX "A"..... | 10 |

74

Adoption

To comply with Pennsylvania law and to provide for a management team philosophy, the Board of Education of the East Stroudsburg Area School District, hereinafter referred to as the "Board" after Meeting and Discussing with First Level Supervisors hereinafter referred to as the "employee", adopts the following Compensation Plan for 2015-16 through 2018-2019.

Approved by the East Stroudsburg Area School District Board of Education at its regularly scheduled meeting of April 18, 2016.

East Stroudsburg Area School District Board of Education

Gary Summers, President

Patricia Rosado, Secretary

75

Definitions

The term "First Level Supervisors" shall include the following positions for the purpose of this Plan:

First Level Supervisors

Assistant Food Services Directors (10 month positions)
Chief of School Police
Custodial (Working) Supervisors
Mechanic (Working) Supervisor
Grounds Maintenance (Working) Supervisor
Maintenance (Working) Supervisor
Transportation Dispatcher (10 month position)

Term of Plan

From July 1, 2015 until June 30, 2019 with salaries and benefits established by the Board of Education as set forth herein.

If a new Compensation Plan for any fiscal year beyond this Plan has not been developed and approved prior to the end of this Plan, all salaries and fringe benefits will continue in force without reduction or loss of coverage until such time as a new Compensation Plan is developed and approved.

Any references to "salary", "benefits", "year", "annual work year" or the like, and any calculations to be made in connection therewith, are to be based upon the District's fiscal year which begins July 1 and ends June 30.

Workdays

Chief of School Police, Custodial (Working) Supervisors, Mechanic (Working) Supervisor, Grounds Maintenance (Working) Supervisor and Maintenance (Working) Supervisor shall be twelve (12) month employees with a regular workweek of forty (40) hours, consisting of five (5) consecutive days per week of eight (8) hours duration each, Monday through Friday.

Twelve (12) month Chief of School Police, Custodial (Working) Supervisors, Mechanic (Working) Supervisor, Grounds Maintenance (Working) Supervisor and Maintenance (Working) Supervisor shall work District authorized severe weather/emergency school cancellations. In addition, they shall work Act 80 days, in-service days and winter and spring recess.

Assistant Food Services Directors and the Transportation Dispatcher are ten (10) month employees and shall work a regular workweek of forty (40) hours, consisting of five (5) consecutive days per week of eight (8) hours duration each, Monday through Friday.

Ten (10) month employees shall work all student days plus up to a maximum of thirty (30) additional days as determined by Administration.

76

Ten (10) month employees shall not work and will not be paid for winter and spring recess. In addition, they shall not work and will not be paid for District authorized severe weather/emergency school cancellations. In the event Administration gives prior approval, ten month employees may be required to report to work on these days.

Time and one-half (1.5x) of the appropriate straight time hourly rates will be paid for all hours worked in excess of forty (40) hours in the regular workweek or eight (8) hours in the regular workday.

Holidays

The recognized thirteen (13) paid Holidays for all full-time twelve (12) month employees are as follows:

| | |
|--------------------------------|-----------------------------|
| Labor Day | New Year's Eve |
| Thanksgiving Day | New Year's Day |
| *Friday after Thanksgiving Day | *Martin Luther King Jr. Day |
| *Monday after Thanksgiving Day | *Presidents' Day |
| Workday Before Christmas Day | *Good Friday |
| Christmas Day | Memorial Day |
| | Fourth of July |

*An alternate day will be provided by the District if pupils are in attendance on these days. Such an alternate day will be provided prior to the last day of the academic year.

Ten month employees shall receive Holiday pay at their regularly worked hours for each of the above named Holidays that fall between the beginning and the end of the students' school year.

Employees who have received proper authorization from the District, who work on any of the paid Holidays except Labor Day, shall be paid at straight time plus double time (3x). Labor Day shall be paid at straight time plus time and one-half (2.5x). Employees, who have received proper authorization from the District, who work on Sundays shall be paid a total of two (2) times their regular pay.

Vacation

All full-time twelve (12) month employees are entitled to vacation with pay on the following basis: one (1) week of vacation after one (1) year of service; two (2) weeks of vacation after (2) years of service; three (3) weeks of vacation after six (6) or more years of service; seventeen (17) days of vacation after (10) or more years of service. Effective July 1, 2013, twenty (20) days of vacation after ten (10) or more years of service in the school district.

Newly hired twelve (12) month employees, working less than a full year (July 1 to June 30), shall be entitled (according to the following schedule) after July 1 to paid vacation which shall be taken after the close of the then current fiscal year.

77

If 12 month employment begins
between these dates:

the employee shall be entitled
to the following workday vacations:

| | |
|-------------------------------------|--------|
| March 1 through April 30 | 1 day |
| January 1 through February 28 or 29 | 2 days |
| November 1 through December 31 | 3 days |
| September 1 through October 31 | 4 days |
| July 1 through August 31 | 5 days |

Full-time ten (10) month employees are entitled to vacation with pay at the rate of eight (8) hours for every year of service, with a maximum of one hundred sixty (160) hours vacation in any one (1) year.

Vacation earned must be taken between July 1 and June 30 of each fiscal year, and may not be accumulated from year to year. Up to five (5) vacations days that remain unused at June 30 will automatically be carried over to the next fiscal year and must be taken no later than October 31 of each year. Pay for earned vacation that is not used will not be authorized.

Upon separation from the District, each employee shall be compensated for any unused vacation days at his/her respective rate of pay.

Compensation (Benefits)

Extension of Benefits

The Board shall provide the employee benefits provided in the existing Act 93 Compensation Plan.

The following benefits are provided:

Sick Leave

Sick leave for twelve-month employees shall be twelve (12) days per year, ten month employees shall be ten (10) days per year, and will be accumulative without ceiling.

Term Life Insurance

Term life insurance policy equal in value to 2-1/2 times the annual salary shall be provided. This policy will be maintained on all retired First Level Supervisors with at least 10 years of First Level Supervisor service in the East Stroudsburg Area School District until age 65, but not exceed the number of years accrued in First Level Supervisor service within the District and will be based upon the annual salary in effect at the time of retirement.

Retired employees over the age of 65 will have the option of maintaining their policy by paying the premium to the District. Active employees will have the option of increasing their coverage by paying the premium to the district.

Healthcare Insurance

The Board agrees to provide a group healthcare (medical & prescription) plan for each employee and his/her eligible dependents covered by this Plan as outlined in Appendix A of this document. Subsequent to Board approval, healthcare carriers may be changed provided there is no diminution of the current benefit levels. However, the Board shall not be responsible for changes made unilaterally by the current carrier or changes mandated by applicable federal and/or state laws and regulations.

Healthcare Premium Share

Employees' premium share for medical/prescription coverage shall be 10.0% of the annual premium actuarially determined COBRA rates (less the 2% administrative fee).

The annual healthcare premium share will be divided by the number of fiscal year pay periods to determine the per pay deduction. In the event an employee continues District medical/prescription coverage while on unpaid leave, they will be required to pay the District their respective premium share.

Health Insurance after Retirement

All eligible retired employees shall receive single coverage health insurance at the level provided for all other staff or until an individual becomes eligible for Medicare, with premiums paid by the District. A retired employee will be required to pay for any eligible dependent coverage that he/she elects.

Retirees eligible for continued District paid health insurance shall not be required to pay the healthcare premium share.

In order to be eligible for health insurance coverage after retirement, 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 a First Level Supervisor in the East Stroudsburg Area School District upon retirement.

Dental Insurance

The Board agrees that the District shall pay the monthly premiums for dental benefits equal to or better than the current dental coverage for each employee covered by this Plan and his/her eligible dependents.

Vision Insurance

The Board agrees that the District shall pay the monthly premiums for vision benefits equal to or better than the current vision care coverage for each employee covered by this Plan and his/her eligible dependents.

Married Couples Employed By District

Duplication of healthcare coverage will not be permitted. If the District employs an employee's spouse, the couple may elect medical/prescription, dental and/or vision insurance under one employee, but not both.

Extended Sick Leave Benefit

After sick leave is depleted, payment will be made for additional days lost due to illness or injury at the rate of \$105 per day for a total amount of additional days not to exceed ten (10) days for each full year of First Level Supervisor service to the 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.

Long-Term Disability Plan

The Board agrees that the District shall pay the premium for employees covered by this Plan for a long-term disability insurance plan that provides (subject to insurer's approval) for a payment of 66 2/3 % of the employee's annual salary, with an elimination period of the greater of an employee's accumulated sick time or 60 days, and a \$5,000 per month maximum.

Unused Sick Leave at Retirement

The rate paid for unused sick leave at retirement for the length of this Plan shall be \$105 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 Plan 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 for 12 month employees, and 184 days for 10 month employees.
- 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 a First Level Supervisor in the East Stroudsburg Area School District upon retirement.

Reimbursement for Graduate Course Expense

Tuition for graduate course credits and fees relevant to present job responsibilities shall be reimbursed at the actual cost of the course and fees but shall not exceed the cost of graduate course and fees at Lehigh University.

All courses must have the prior approval of the Superintendent. Approval by the Superintendent will be based on relevance to position responsibilities of employee and on potential benefits to

the East Stroudsburg Area School District. A grade of "B" or better is required to qualify for this reimbursement. An employee shall be permitted a total of twenty-four (24) credits per year.

Reimbursement for graduate credits shall be subject to the employee remaining as an employee in the District for at least two years after completion of the course for which reimbursement is paid. Any employee leaving the District sooner than three (3) years after completion of the course will be required to repay the District part of the reimbursement, as follows:

| | |
|---|--|
| Remains less than one year | 100% of the amount of the reimbursement paid to the employee |
| Remains one year, but less than two years | 70% of the amount of the reimbursement paid to but less the employee |
| Remains two years, but less than three years | 40% of the amount of the reimbursement paid to the employee |
| Remains three years, but less than four years | 10% of the amount of the reimbursement paid to the employee |

Repayment shall be made through a deduction in final payroll checks or shall be directly reimbursable by the employee with a personal check prior to terminating employment with the District.

Reimbursement for Undergraduate Course Expense

An employee enrolled in approved undergraduate credit courses leading to a degree relevant to present job responsibilities shall be reimbursed at the actual cost of the course and fees, but not to exceed \$4,000 per year. All courses must have the prior approval of the Superintendent. Approval by the Superintendent will be based on relevance to position responsibilities of employee and on potential benefits to the East Stroudsburg Area School District. A grade of "B" or better is required to qualify for this reimbursement.

Reimbursement for undergraduate credits shall be subject to the employee remaining as an employee in the District for at least two years after completion of the course for which reimbursement is paid. Any employee leaving the District sooner than three (3) years after completion of the course will be required to repay the District part of the reimbursement, as follows:

| | |
|---|--|
| Remains less than one year | 100% of the amount of the reimbursement paid to the employee |
| Remains one year, but less than two years | 70% of the amount of the reimbursement paid to the employee |
| Remains two years, but less than three years | 40% of the amount of the reimbursement paid to the employee |
| Remains three years, but less than four years | 10% of the amount of the reimbursement paid to the employee |

Repayment shall be made through a deduction in final payroll checks or shall be directly reimbursable by the employee with a personal check prior to terminating employment with the District.

Personal Days

Each employee will receive three personal days per year. Unused personal days will be converted to vacation days on July 1 of the following year.

Evaluation Technique

The Superintendent, or his/her designee, will complete an annual appraisal of the employee using the established East Stroudsburg Area School District Support Staff Evaluation Form #512.

A summary of the appraisal will be provided to the employee prior to July 1 of any year covered by this Plan, rating his/her performance as either satisfactory, not satisfactory or in need of improvement.

Compensation Methodology

2015-2016 fiscal year hourly rates will be increased by three per cent (3%) over those established in the 2014-2015 fiscal year, based upon a satisfactory evaluation.

2016-2017 fiscal year hourly rates will be increased by three per cent (3%) over those established in the 2015-2016 fiscal year, based upon a satisfactory evaluation.

2017-2018 fiscal year hourly rates will be increased by three per cent (3%) over those established in the 2016-2017 fiscal year, based upon a satisfactory evaluation.

2018-2019 fiscal year hourly rates will be increased by three per cent (3%) over those established in the 2017-2018 fiscal year, based upon a satisfactory evaluation.

Those employees whose net wage (gross wage *minus* the employee premium contribution) declines as a result of the increased employee premium contribution, will be additionally compensated so that their net wage increase equals the average net wage increase of the group.

All matters involving Compensation shall be established and determined by official action of the Board of Education.

2015-2016 Stipend

A stipend in the amount of \$500 will be awarded to the three Custodial Supervisors and two Maintenance Supervisors for the 2015-2016 fiscal year. This stipend is due to their additional assistance during transitions within the Facilities Department.

82

ACA Excise Tax

Should the District receive notice that the Health Insurance premiums will, under the ACA, be subject to the ACA excise tax, the parties will immediately commence discussions over how to reduce premiums to avoid the excise tax. The parties pledge to make themselves available to meet at least once per week in this effort.

Deferred and Severance Compensation

The Board shall make a non-elective employer contribution to the employee's 403(b) retirement program in an amount equal to unused sick and vacation time up to the allowable IRS limit.

APPENDIX "A"

Deductibles (In-Network)

| | <u>Single</u> | <u>Family</u> |
|------|---------------|---------------|
| 2016 | \$250 | \$750 |
| 2017 | \$500 | \$1,500 |
| 2018 | \$500 | \$1,500 |
| 2019 | \$750 | \$2,250 |

Deductibles (Out-Network)

| | <u>Single</u> | <u>Family</u> |
|------|---------------|---------------|
| 2016 | \$500 | \$1,500 |
| 2017 | \$1,000 | \$3,000 |
| 2018 | \$1,000 | \$3,000 |
| 2019 | \$1,500 | \$4,500 |

Office Visit Copays (In-Network)

| | <u>PCP</u> | <u>Specialist</u> | <u>Urgent Care</u> | <u>ER</u> |
|---------|------------|-------------------|--------------------|-----------|
| 2015-16 | \$15 | \$15 | \$15 | \$35 |
| 2016-17 | \$15 | \$15 | \$15 | \$35 |
| 2017-18 | \$15 | \$15 | \$15 | \$35 |
| 2018-19 | \$15 | \$15 | \$50 | \$100 |

Prescription Drug Copays

| | <u>Generic</u> | <u>Brand Formulary</u> | <u>Brand Non-Formulary</u> | |
|---------|----------------|------------------------|----------------------------|--------|
| 2015-16 | 20% | 20% | 20% | Retail |
| | \$20 | \$20 | \$20 | Mail |
| 2016-17 | 20% | 20% | 20% | Retail |
| | \$20 | \$20 | \$20 | Mail |
| 2017-18 | 20% | 20% | 20% | Retail |
| | \$20 | \$20 | \$20 | Mail |
| 2018-19 | 20% | 20% | 20% | Retail |
| | \$20 | \$20 | \$20 | Mail |

Employee Premium Share

| | |
|---------|---|
| 2015-16 | 10% of COBRA rates (less the 2% administrative fee) |
| 2016-17 | 10% of COBRA rates (less the 2% administrative fee) |
| 2017-18 | 10% of COBRA rates (less the 2% administrative fee) |
| 2018-19 | 10% of COBRA rates (less the 2% administrative fee) |

Eligibility Restrictions

| | |
|---------|---------------------------------|
| 2015-16 | No Spousal Surcharge |
| 2016-17 | No Spousal Surcharge |
| 2017-18 | Spousal Surcharge (\$150/month) |
| 2018-19 | Strict Spousal Rule |

84

APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization Pocano Marketplace LLC Today's Date 4/11/16

Non-Profit? yes no Will an admission fee be charged? yes no If yes, amount \$ Are you requesting a waiver of facilities fees? yes no If yes, attach a letter of justification addressed to the Board of Education. This does not include a waiver of fees for scheduled district personnel.

Specific purpose of use: overflow parking for Car Show for Fund raiser for
Name of School Requested Middle Smithfield Elementary School Valor Clinic

| DAY(S) from — DATE(S) — to | from — HOURS — to | DESCRIPTION (meeting, practice, game, rehearsal, performance,...) |
|------------------------------------|-------------------|--|
| <u>May 15, 2016</u> | <u>9am - 5pm</u> | <u>overflow parking</u> |
| <u>May 22, 2016 - May 23, 2016</u> | <u>9am - 5pm</u> | <u>overflow parking</u> |

Facility Required: Auditorium Cafeteria Gymnasium
 All-Purpose Room Stadium Kitchen/Preparation Kitchen/Serving
 Swimming Pool (requires proof of certified lifeguard) Stage Fields (specify)
 Classrooms # Other (specify) Parking Lot

Equipment Required: (*must be operated/attended by school personnel) NA
 Kitchen Equipment* Sound System Record Player/Stereo Equip. Piano
 Stage Lighting* Motion Picture Projector Overhead Projector/Screen Folding Stands
 Scoreboard* Athletic Equipment Other (specify)

The District has the right to assign additional security and other personnel as needed. Your organization will be subject to fees for these services. Your organization must provide a Certificate of Insurance listing the ESASD as co-insured as follows:

\$ _____ Bodily Injury Liability (\$500,000 minimum) \$ _____ Property Damage Liability (each occurrence) (\$500,000 minimum) Pending Certificate of Insurance

List at least one, but preferably two, responsible officials of your organization who will be present at the time facilities requested are being used, and who will accept full responsibility for adherence to School District regulations by all persons in attendance.

Name Spiros Bihanis Address _____ Phone 570-350-1200
Name Al Sutter Address _____ Phone _____

I certify that I have read, understand, and agree to adhere to Policy #707 of the East Stroudsburg Area School District concerning Use of School Facilities. Further, my organization forever releases the East Stroudsburg Area School District, the East Stroudsburg School Authority, their directors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above-mentioned date(s) for which this application is submitted. My organization will defend all actions, suits, complaints, or legal proceedings of any kind brought against the Board of Education and any of its agents, servants or employees and further will hold harmless and indemnify the said School Directors, School District, and School Authority from any expenses and judgments or decrees recovered against them as a result of said use of these facilities.

Signature — Responsible Organization Official _____ Phone (day) _____ (eve.) _____
Billing Address 480 Severn Bridge Road, East Stroudsburg PA 18301

APPROVALS: Principal David W. Baker Date 4/13/16
Business Administrator _____ Date _____
copy to: stage manager athletic director cafeteria manager head custodian librarian a/v coordinator other Security Date _____

| For office use only: | | FACILITIES USE INVOICE | |
|---|-------|------------------------|-------|
| Facilities/Equipment used | _____ | Charges: \$ | _____ |
| | _____ | \$ | _____ |
| | _____ | \$ | _____ |
| Personnel Employed: (attach time sheets) | _____ | Charges: \$ | _____ |
| | _____ | \$ | _____ |
| | _____ | \$ | _____ |
| Other (specify) | _____ | Charges: \$ | _____ |
| | _____ | \$ | _____ |

85

Poconomarketplace, LLC

April 11, 2016

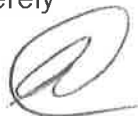
Board of Education
East Stroudsburg School District

To whom it may concern,

I am requesting a waiver of facilities fees for the use of the parking lot in Middle Smithfield Elementary School on May 15, 2016 (rain date May 22, 2016). We will be sponsoring a Not for Profit Car Show on that date that will benefit the Valor Clinic Foundation and we would like to use the schools parking lot as an overflow parking area.

We appreciate your help in making this a successful fundraiser for a very good cause.

Sincerely



Al Sutter
Manager

480 Seven Bridge Road., East Stroudsburg, PA 18301
Phone: 570-420-9801 Fax: 570-420-9803
poconobazaar.com

86

APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization Hoop Group Skills Camp Today's Date 4/13/16

Non-Profit? Will an admission fee be charged? Are you requesting a waiver of facilities fees? [X] yes [] no
[] yes [X] no [] yes [X] no
If yes, attach a letter of justification addressed to the Board of Education.
If yes, amount \$ This does not include a waiver of fees for scheduled district personnel.

Specific purpose of use: Rain Gym to be used during rain for team camp

Name of School Requested High School Gymnasium

Table with columns: DAY(S) from - DATE(S) - to, HOURS from - to, DESCRIPTION (meeting, practice, game, rehearsal, performance,...)
Row 1: June 11, 2016, 10 am - 4 pm, gym in case of rain
Row 2: June 12, 2016, 10 am - 4 pm, gym in case of rain

Facility Required: Auditorium, Cafeteria, Gymnasium, All-Purpose Room, Stadium, Kitchen/Preparation, Kitchen/Serving, Swimming Pool (requires proof of certified lifeguard), Classrooms #, Fields (specify), Other (specify)

Equipment Required: (*must be operated/attended by school personnel) Piano, Kitchen Equipment*, Sound System, Record Player/Stereo Equip., Folding Stands, Stage Lighting*, Motion Picture Projector, Overhead Projector/Screen, Tables and/or Chairs, Scoreboard*, Athletic Equipment, Other (specify)

The District has the right to assign additional security and other personnel as needed. Your organization will be subject to fees for these services. Your organization must provide a Certificate of Insurance listing the ESASD as co-insured as follows:

\$ Bodily Injury Liability (\$500,000 minimum) \$ Property Damage Liability (each occurrence) (\$500,000 minimum) Pending Certificate of insurance

List at least one, but preferably two, responsible officials of your organization who will be present at the time facilities requested are being used, and who will accept full responsibility for adherence to School District regulations by all persons in attendance.

Name Chris Zupko Address 381 Fetherman Rd, 18360 Phone 434 429 0427
Name Joseph Gutowski Address 381 Fetherman Rd, 18360 Phone 570 992 6343

I certify that I have read, understand, and agree to adhere to Policy #707 of the East Stroudsburg Area School District concerning Use of School Facilities. Further, my organization forever releases the East Stroudsburg Area School District, the East Stroudsburg School Authority, their directors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above-mentioned date(s) for which this application is submitted. My organization will defend all actions, suits, complaints, or legal proceedings of any kind brought against the Board of Education and any of its agents, servants or employees and further will hold harmless and indemnify the said School Directors, School District, and School Authority from any expenses and judgments or decrees recovered against them as a result of said use of these facilities.

Signature - Responsible Organization Official Phone (day) (434) 429 0425 (eve.) Same #

Billing Address 1930 Heck Ave/Bldg 3/Neptune, NJ 07753

APPROVALS: Principal [Signature] Date 4/13/16

Business Administrator Date / /
copy to: [] stage manager [] athletic director [] cafeteria manager [] head custodian [] librarian [] a/v coordinator [] other Date / /

For office use only: FACILITIES USE INVOICE
Facilities/Equipment used: Charges: \$
Personnel Employed: (attach time sheets) 87 Charges: \$
Other (specify): Charges: \$



Proudly Celebrating our 54th Summer as the Nation's #1 Instructional Camp

1930 Heck Ave Neptune, NJ 07753

381 Fetherman Rd Stroudsburg, PA 18360

Dear members of the East Stroudsburg South School Board,

On behalf of our parent company, The Hoop Group, please allow me the opportunity to request the use of your gymnasiums by Hoop Group Skills Camp for the days of August 14th, 15th, 16th, 2016, in the event of inclement weather at our camp facility in Cherry Valley.

Since 1963, our camp has had a long standing relationship with many of the surrounding school districts in the area. Those relationships have been crucial in the success of establishing ourselves as the premier instructional basketball camp in the country. Both campers and coaches alike from the East Stroudsburg area have been a beneficiary of that relationship. Most recently, Coach Jon DeJesus and a number of your current basketball program members have joined us during our camp sessions as coaches and campers. We've also employed many of your male and female student-athletes during past summers, as well as the summer of 2016, as part of our busboy/busgirl program that allows them to work and attend camp in lieu of payment.

In order to accommodate the number of campers that we serve during this three day session if it rains, we are requesting gym usage at your school. As a primarily outdoor camp facility, rain can have an adverse effect and cause the program to come to a complete halt. By allowing us the opportunity to use your gym space, we can insure a productive continuation to our program.

For allowing us to do so, please accept eight (8) full scholarships to our Skills Camp, a total dollar value in excess of \$4,500, to be used at your discretion. Please note that the scholarships are yours to use whether we need to use the school district facilities or not. In the event of rain, this is our way of saying thank you for all that you have done for us presently, and in past years.

We do realize that the usage of the facilities by any of your school organizations must take precedence, but hope that any and all consideration to our request can be possibly fulfilled.

In closing, thank you for taking time to read this letter. If you have any questions, or if I can be of any assistance to you, please feel free to contact me at (434) 429-0425 or Zupko@hoopgroup.com.

Sincerely,

Christopher Zupko
Director of Hoop Group Skills Camps

The Worldwide Leader in Basketball Instruction

APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization Hoop Group Skills Camp Today's Date 4 / 6 / 2016

Non-Profit? Will an admission fee be charged? Are you requesting a waiver of facilities fees? [X] yes [] no
[] yes [X] no [] yes [X] no If yes, attach a letter of justification addressed to the Board of Education.
If yes, amount \$ This does not include a waiver of fees for scheduled district personnel.

Specific purpose of use: Possible rain gyms to be used for inclement weather at our Cherry Hill facility.

Name of School Requested High School Gymnasium

Table with columns: DAY(S) from DATE(S) to, HOURS from to, DESCRIPTION (meeting, practice, game, rehearsal, performance,...)
Aug 14, 2016 10AM - 4PM gym incase of rain
Aug 15, 2016 10AM - 4PM gym incase of rain
Aug 16, 2016 10AM - 4PM gym incase of rain

*with the understanding that full sports supersedes Hoop Group if needed

Facility Required: Auditorium Cafeteria [X] Gymnasium New only
All-Purpose Room Stadium Kitchen/Preparation Kitchen/Serving
Swimming Pool (requires proof of certified lifeguard) Stage Fields (specify)
Classrooms # [X] Other (specify) - track out

Equipment Required: (*must be operated/attended by school personnel)
Kitchen Equipment* Sound System Record Player/Stereo Equip. Piano
Stage Lighting* Motion Picture Projector Overhead Projector/Screen Folding Stands
Scoreboard* Athletic Equipment Other (specify) Tables and/or Chairs

The District has the right to assign additional security and other personnel as needed. Your organization will be subject to fees for these services. Your organization must provide a Certificate of Insurance listing the ESASD as co-insured as follows:

\$ ON file Bodily Injury Liability (\$500,000 minimum) \$ Pending Certificate of Insurance Property Damage Liability (each occurrence) (\$500,000 minimum)

List at least one, but preferably two, responsible officials of your organization who will be present at the time facilities requested are being used, and who will accept full responsibility for adherence to School District regulations by all persons in attendance.

Name Christopher Zupko Address 381 Fetherman Rd, 18360 Phone 434-429-0425
Name JOSEPH GUTOWSKI Address 381 Fetherman Rd, 18360 Phone 570-992-6243

I certify that I have read, understand, and agree to adhere to Policy #707 of the East Stroudsburg Area School District concerning Use of School Facilities. Further, my organization forever releases the East Stroudsburg Area School District, the East Stroudsburg School Authority, their directors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above-mentioned date(s) for which this application is submitted.

Signature - Responsible Organization Official [Signature] Phone (day) 434-429-0425 (eve.) SAME ↑

Billing Address 130 Heck Ave Bldg 3 / Neptune, NJ 07753

APPROVALS: Principal [Signature] Date 4 / 13 / 16
Business Administrator [Signature] Date / /
copy to: [] stage manager [] athletic director [] cafeteria manager [] head custodian [] librarian [] a/v coordinator [] other Date / /

For office use only: FACILITIES USE INVOICE
Facilities/Equipment used: Charges: \$
Personnel Employed: (attach time sheets) Charges: \$
Other (specify): 89 Charges: \$

APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization National Scholastic Athletic Foundation Today's Date 3 / 7 / 2016

Non-Profit? Will an admission fee be charged? Are you requesting a waiver of facilities fees? [X] yes [] no
[] yes [] no [X] yes [] no If yes, attach a letter of justification addressed to the Board of Education.
If yes, amount \$ 100.00 This does not include a waiver of fees for scheduled district personnel.

Specific purpose of use: The American Jav Fest - Javelin Competition and Javelin School
Name of School Requested East Stroudsburg South High School

Table with columns: DAY(S) from - DATE(S) - to, HOURS from - to, DESCRIPTION (meeting, practice, game, rehearsal, performance,...)
July - 29th - 2016 July - 31st 2016 9AM 8PM Javelin Camp/Competition

Facility Required: Auditorium [X], Stadium [X], Cafeteria [], Kitchen/Preparation [], Gymnasium [X], Kitchen/Serving [],
Swimming Pool [], Stage [], Fields (specify) Throwing Fields [X], Other (specify) []

Equipment Required: (*must be operated/attended by school personnel)
Kitchen Equipment* [], Sound System [], Record Player/Stereo Equip. [], Piano []
Stage Lighting* [], Motion Picture Projector [], Overhead Projector/Screen [], Folding Stands []
Scoreboard* [], Athletic Equipment [], Other (specify) [], Tables and/or Chairs []

The District has the right to assign additional security and other personnel as needed. Your organization will be subject to fees for these services. Your organization must provide a Certificate of Insurance listing the ESASD as co-insured as follows:

\$ Bodily Injury Liability (\$500,000 minimum) \$ Property Damage Liability (each occurrence) (\$500,000 minimum)

List at least one, but preferably two, responsible officials of your organization who will be present at the time facilities requested are being used, and who will accept full responsibility for adherence to School District regulations by all persons in attendance.

Name Barry Krammes Address Phone
Name Address Phone

I certify that I have read, understand, and agree to adhere to Policy #707 of the East Stroudsburg Area School District concerning Use of School Facilities. Further, my organization forever releases the East Stroudsburg Area School District, the East Stroudsburg School Authority, their directors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above-mentioned date(s) for which this application is submitted. My organization will defend all actions, suits, complaints, or legal proceedings of any kind brought against the Board of Education and any of its agents, servants or employees and further will hold harmless and indemnify the said School Directors, School District, and School Authority from any expenses and judgments or decrees recovered against them as a result of said use of these facilities.

Signature [Signature] Responsible Organization Official Phone (day) 570 617-4675 (eve.)

Billing Address

APPROVALS: Principal [Signature] Date 8 / 12 / 16
Business Administrator [Signature] Date / /
copy to: [] stage manager [] athletic director [] cafeteria manager [] head custodian [] librarian [] a/v coordinator [] other Date / /

For office use only: FACILITIES USE INVOICE
Facilities/Equipment used: Charges: \$
Personnel Employed: (attach time sheets) Charges: \$
Other (specify): 90 Charges: \$

To: East Stroudsburg School District Board of Directors

Thank you for considering this proposal for the use of some of East Stroudsburg South High School's athletic facilities to host the second American JavFest. This is an event that will be organized and run by the National Scholastic Athletics Foundation, a non-profit group dedicated to the advancement and development of youth and high school track and field, who produce clinics and training camps for junior athletes as well as host High School national championship competitions for cross country, indoor, and outdoor track and field. Last year the American JavFest held at East Stroudsburg South was very successful and NSAF would love to return to host this event.

Our javelin carnival is designed to both bring attention and improve results of local and regional javelin athletes. We would like to once again involve your local community in this event, both in supporting the athletes and to take part in a carnival/"street fair" event on the last morning of the event.

We are planning a 3 day event including clinic/training sessions, competitions ranging from youth to Olympian level athletes and an interactive "carnival" where local business will have tables/booths to promote and sell goods, services or provide information about their business or services they provide. This would be during the last morning of the carnival, from 10am to 2pm, while we are having demonstrations and "learn by doing" events for the javelin throwers and all those interested.

Key points for you to consider:

- request by NSAF is for use of javelin runway/landing area & gym without facility fees
- access/participation by East Stroudsburg School District athletes without charge
- participating groups (games organizing group and attending businesses) will carry liability insurance
- fees for booth/table access at Fair event will go to South High School Athletic Programs
- event is to promote/celebrate javelin success in PA and surrounding area
- use of part of the parking lot for exhibitors, food trucks- at the far end, nearest the javelin runway

I have personally worked with Mr. Barry Krammes (barry-krammes@esasd.net) a teacher at your South High School last March at a clinic he ran at your facilities and I am thrilled at the prospect of returning there for an event like this!! If there are any questions, please feel free to contact me.

Sincerely,

Jeff Gorski
Program Director, NSAF Javelin Gold Project
Home/office 919 967 1175
Cell 919 260 8324

91

APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization Monroe County Children & Youth Today's Date 3/31/16

Non-Profit? Will an admission fee be charged? Are you requesting a waiver of facilities fees? yes no
 yes no yes no If yes, attach a letter of justification addressed to the Board of Education.
 If yes, amount \$ This does not include a waiver of fees for scheduled district personnel.

Specific purpose of use: Teach Cooking skills to teenagers who are in Foster Care

Name of School Requested J. J. Lambert

| DAY(S) | | DESCRIPTION | | |
|---------------------|-------------------|---|----------------|--------------------------------|
| from — DATE(S) — to | from — HOURS — to | (meeting, practice, game, rehearsal, performance,...) | | |
| <u>4/19/16</u> | <u>4/19/16</u> | <u>3:45 pm</u> | <u>7:00 pm</u> | <u>Teach Foster care youth</u> |
| <u>4/26/16</u> | <u>4/26/16</u> | <u>3:45 pm</u> | <u>7:00 pm</u> | <u>cooking skills</u> |

Facility Required: Auditorium Cafeteria Gymnasium
 All-Purpose Room Stadium Kitchen/Preparation Kitchen/Serving
 Swimming Pool (requires proof of certified lifeguard) Stage Fields (specify)
 Classrooms # Other (specify) Consumer Science Classroom

Equipment Required: (*must be operated/attended by school personnel)
 Kitchen Equipment* Sound System Record Player/Stereo Equip. Piano
 Stage Lighting* Motion Picture Projector Overhead Projector/Screen Folding Stands
 Scoreboard* Athletic Equipment Other (specify) Tables and/or Chairs

The District has the right to assign additional security and other personnel as needed. Your organization will be subject to fees for these services. Your organization must provide a Certificate of Insurance listing the ESASD as co-insured as follows:

\$ _____ Bodily Injury Liability (\$500,000 minimum) \$ _____ Property Damage Liability (each occurrence) (\$500,000 minimum)

List at least one, but preferably two, responsible officials of your organization who will be present at the time facilities requested are being used, and who will accept full responsibility for adherence to School District regulations by all persons in attendance.

Name Michael Perez Address 730 Phillips St Phone 570-420-3590 x3213
 Name Tara Francis Address 3 Stroudsburg Pa 18360 Phone x3212

I certify that I have read, understand, and agree to adhere to Policy #707 of the East Stroudsburg Area School District concerning Use of School Facilities. Further, my organization forever releases the East Stroudsburg Area School District, the East Stroudsburg School Authority, their directors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above-mentioned date(s) for which this application is submitted. My organization will defend all actions, suits, complaints, or legal proceedings of any kind brought against the Board of Education and any of its agents, servants or employees and further will hold harmless and indemnify the said School Directors, School District, and School Authority from any expenses and judgments or decrees recovered against them as a result of said use of these facilities.

Signature [Signature] Phone (day) 570-420-3590 x3213
 (eve.) _____

Billing Address 730 Phillips St Stroudsburg Pa 18360

APPROVALS: Principal Heather A. Pipinato Date 4/14/16

copy to: Business Administrator _____ Date / /
 stage manager athletic director cafeteria manager head custodian librarian a/v coordinator other _____ Date / /

| For office use only: | | FACILITIES USE INVOICE | |
|----------------------------|-----------|------------------------|----------|
| Facilities/Equipment used: | _____ | Charges: | \$ _____ |
| | _____ | | \$ _____ |
| | _____ | | \$ _____ |
| Personnel Employed: | _____ | Charges: | \$ _____ |
| (attach time sheets) | <u>92</u> | | \$ _____ |
| | _____ | | \$ _____ |
| Other (specify): | _____ | Charges: | \$ _____ |
| | _____ | | \$ _____ |

GREATER PIKE
Community Foundation

For Good. Forever.

Ms. Angela Byrne
Federal Programs Director
East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301

March 30, 2016

Dear Ms. Byrne,

Richard Snyder was dedicated to our community, sharing his foresight, energy, and time in the support of many endeavors and groups working for the improvement of the greater Pike County area. His legacy continues through the Richard L. Snyder Memorial Fund established at our foundation to preserve and continue his vision for the future by supporting non-profits and enhancing their important community projects.

The Greater Pike Community Foundation is pleased to award the East Stroudsburg Area School District a grant from this fund at this time.

Our grant of \$1,000.00 will support your goal of enhancing the annual Wolf Run by hosting an exhibit of local artists in combination with the musical exhibit.

In order for us to issue the grant, we need a copy of your W-9, plus the enclosed grant agreement.

When your project is complete please fill out and send us the self-evaluation form that will be on our website. That will enable us to be aware of the project's success and the impact of the grant.

Sincerely,


Jim Pedranti,
Chair


Maryanne Monte
Grants Committee Chair

GREATER PIKE COMMUNITY FOUNDATION
PO Box 992 | Milford, PA 18337
570/296-6959 | info@greaterpike.org | GreaterPike.org

93



**The Greater Pike Community Foundation
GRANT AGREEMENT**

In consideration of receiving a Grant in the sum of \$ _____ from the Greater Pike Community Foundation, the undersigned Grantee agrees:

- To use the funds only for the purposes stated in the enclosed award letter and not to use the funds for any purpose prohibited by law, including the prohibition not to use the funds for propaganda or otherwise to influence legislation as set out in the Internal Revenue Code.
- To use any earnings which accrue to the Grantee as a result of investing funds awarded under this Grant, solely for the specific purposes of the Grant, and to report such earnings in the financial section of reports to the Grantor.
- To furnish to the Grantor a detailed written report on the use of this Grant. All such reports, inquiries or notifications regarding the Grant must be submitted to the Grantor's offices at:

The Greater Pike Community Foundation
P.O.Box 992
Milford, PA 18337

- To return to the Grantor all or any portion of the amount granted in the event that any or all of the Grant is not expended for the purposes authorized by the Grantor, including but not limited to: the Grantee loses tax-exempt status under federal tax laws; the Grantee organization ceases to exist or the Grantee discontinues the project for which the Grant is designated before any or all of the Grant is expended; or the Grantee fails to comply with any of the conditions herewith agreed upon.

ACCEPTED:

Signature Date

Name and Title (Please Print)

Name of Organization EIN Number

Please return to:
THE GREATER PIKE COMMUNITY FOUNDATION
P.O. BOX 992, MILFORD PA 18337
PHONE/FAX: 570-296-6959

94