

**ASSISTANT SUPERINTENDENT
FOR
PUPIL SERVICES**

An Agreement Between

The Board of Education
of the
East Stroudsburg Area School District

and

Brian Baddick

For the period to be determined to June 30, 2021

PREAMBLE

THIS AGREEMENT is made and entered this 21st day of August, 2017, by and between the Board of Education of the East Stroudsburg Area School District (hereinafter referred to as "District" or the "Board") and Brian Baddick, an individual (hereinafter referred to as "Assistant Superintendent").

WHEREAS, the Board of Education of the District, at a regularly scheduled meeting duly and properly called and held on the 21st day of August, 2017, did appoint Brian Baddick to the office of Assistant Superintendent for Pupil Services, in accordance with the provisions of Sections 508, 1071 and 1073 of the Public School Code of 1949, as amended; and

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

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

TERM OF CONTRACT

The Board, in consideration of the promises herein contained, has employed Brian Baddick and Brian Baddick hereby accepts said employment as Assistant Superintendent of Schools of the East Stroudsburg Area School District for a term commencing date to be determined and ending no later than June 30, 2021 ("Term").

This Agreement shall terminate immediately upon the expiration of the aforesaid Term unless the Agreement is sooner modified or terminated in accordance with this

Agreement or allowed to renew automatically in accordance with Section 1073(b) of the Public School Code or this Agreement.

SALARY

The salary for the position shall be a minimum of one hundred twenty-five thousand dollars (\$125,000.00) per year throughout the term of this Agreement. The salary shall be reviewed annually and shall be subject to increase based upon the Assistant Superintendent's satisfactory performance in accordance with this Agreement.

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

EMPLOYEE BENEFITS

The School District shall provide, as a minimum, family medical coverage, family dental coverage, group term life insurance, income/disability protection program,

retirement health insurance, leave of absence benefits and other benefits to the Assistant Superintendent as are more specifically set forth in Appendix "A" attached hereto and made a part hereof, or as may otherwise be subsequently approved by the School District, except that there shall be no diminution or reduction of said benefits during this Agreement unless agreed to in writing by the Assistant Superintendent.

PROFESSIONAL ASSOCIATIONS AND MEMBERSHIP DUES

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

- American Association of School Administrators
- Pennsylvania Association of School Administrators
- Association for Supervision and Curriculum Development
- Pennsylvania Association for Supervision and Curriculum Development
- National School Boards Association
- Pennsylvania School Boards Association
- Any other organization requested by the Assistant Superintendent and approved by the Board

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



presence at numerous meetings, conventions, and conferences in order to maintain awareness of current issues, programs and information. The Assistant Superintendent's attendance at meetings, seminars, workshops, conferences, in-service programs, school activities, continuing education, professional development and graduate education programs is necessary to maintain the knowledge and skills required of his position. The District considers the expenses involved in such activities to be directly related to the Assistant Superintendent's duties and appropriate for reimbursement. However, the Assistant Superintendent will not attend more than one national conference per year without prior approval from the Board. Expense reimbursements for such activities shall be provided in accordance with the procedures of District policy.

YEARLY EVALUATION

A. The Superintendent shall conduct an annual written assessment of the performance of the Assistant Superintendent no later than June 30 of each year of this Agreement, unless another date for the annual performance assessment is mutually agreed upon in writing by the Board and the Assistant Superintendent. The Assistant Superintendent shall have the right to make a written response to the annual performance assessment. In the event the Superintendent determines that the performance of the Assistant Superintendent is unsatisfactory in any respect, he shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. The Board and the Assistant Superintendent agree that the annual performance assessments and the

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Assistant Superintendent's responses shall be privileged and the Board and its individual members shall respect the confidentiality of the discussions. The Board and its individual members shall not reveal confidential information about the Assistant Superintendent's performance assessment results except, (a) in the case of a dispute between the Director and District in which his performance is or becomes an issue; or (b) in response to the Director making the performance assessment results public; or (c) with the Director's agreement; or (d) as otherwise expressly required by state or federal law. The Assistant Superintendent's performance shall be deemed satisfactory and the Assistant Superintendent shall not be subject to discipline, discharge or termination on the bases of neglect of duty or incompetency in any year when a formal performance assessment was not completed in accordance with this Agreement.

B. The performance assessment shall be used for the following purposes:

1. To discuss and establish goals and/or objective performance standards for the ensuing year; and
2. To establish the basis for possible incremental salary adjustments in the annual salary rate for the Assistant Superintendent.
3. To establish the basis for possible discipline or termination of the Assistant Superintendent.

C. Performance Expectations, Including Objective Performance Standards

The performance of the Assistant Superintendent shall be assessed against the Assistant Superintendent's Job Description, which is attached hereto as Exhibit "B" and

made a part hereof, and the objective performance standards that have been mutually agreed upon in writing by the Assistant Superintendent and the Board and which are attached hereto as Exhibit "C" and made a part hereof, and which shall be reviewed and updated annually as necessary on or before July 1 of each year of this Agreement, unless another date is mutually agreed upon by the Board and the Assistant Superintendent.

D. The Board shall annually post on the District website the date of the Assistant Superintendent's formal performance assessment; the mutually agreed upon written performance standards; and whether the Assistant Superintendent met the agreed upon objective performance standards. No other information regarding the Assistant Superintendent's annual performance assessments shall be posted on the District website without the express written approval of the Assistant Superintendent.

PHYSICAL EXAMINATION OF ASSISTANT SUPERINTENDENT

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

EXPENSE AND MILEAGE REIMBURSEMENT

The District shall fully reimburse the Assistant Superintendent for all reasonable expenses incurred by the Assistant Superintendent in the discharge of his duties, upon proper documentation. This shall include reimbursement for mileage associated with the

use of his private vehicle in the performance of the Assistant Superintendent's duties. Said reimbursement shall be based on the highest current mileage allowance as established by the Internal Revenue Service, as the same may be changed or modified from time to time. Such expense reimbursement costs shall be estimated for budget purposes and approved by the Board in accordance with Board policy and procedures.

QUALIFICATIONS OF THE ASSISTANT SUPERINTENDENT

The Assistant Superintendent covenants and warrants that he possesses all of the qualifications required by law to serve as Assistant Superintendent of the District. The Assistant Superintendent agrees to maintain during the term of this contract a valid and current commission or other legal credential as may be required by law to serve as Assistant Superintendent of the District.

The Assistant Superintendent further agrees to devote his time, skill, labor, and attention to the performance of his duties as Assistant Superintendent of the School District on a full time basis during the term of this Agreement; provided, however, that the Assistant Superintendent with prior notice to, and prior authorization of, the School Board and as allowed by law, may undertake activities not directly related to the operations of the School District such as a consultant, speaking engagements, writing, lecturing, adjunct teaching or other professional duties and obligations which do not interfere with the performance of the Assistant Superintendent's duties with the School District.

The Assistant Superintendent further expressly covenants and warrants that he does not and will not have during the term of this contract any financial interest, direct or

indirect, in the sale or adoption of any book or textbook, or the sale to or lease by the School District of any supplies or equipment, or any other pecuniary or financial interest which would create or appear to create a conflict of interest with the performance of his duties as Assistant Superintendent. The Assistant Superintendent further covenants and warrants that he has not violated any provision of the School Code of the Commonwealth of Pennsylvania with respect to his qualification or election as Assistant Superintendent.

GENERAL DUTIES OF THE ASSISTANT SUPERINTENDENT

During the term of this Agreement, the Assistant Superintendent agrees to perform the duties of the Assistant Superintendent in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the policies of the School District, the Job Description established by the School District for the Assistant Superintendent (attached hereto as Exhibit "B"), and the regulations of the Board, and all amendments thereto.

Unless utilizing vacation, personal, sick or bereavement leave, or other leave as provided for herein or approved by the Board, the Assistant Superintendent shall be required to work on all days during the school term during which school is in attendance and on all days during which professional staff employees are required to be in attendance. Additionally, during the months of June through August, the Assistant Superintendent shall work Monday through Friday of each week, with the exception of days of leave and legal holidays.

ROLE OF ASSISTANT SUPERINTENDENT

The Assistant Superintendent will attend all regular and special meetings and executive work sessions of the Board and will serve as an advisor to the Superintendent in all matters affecting the District as requested.

PROFESSIONAL LIABILITY

The Board agrees that it will defend, hold harmless and indemnify Assistant Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Assistant Superintendent in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident arose while Assistant Superintendent was acting, or reasonably believed he was acting, within the scope of his employment and as such liability coverage is within the authority of the Board to provide under state law. If, in the good faith opinion of the Assistant Superintendent, a conflict exists as regards the defense to such claims between the legal position of the Board and the legal position of the Assistant Superintendent, the Assistant Superintendent may engage separate counsel and the Board shall continue to indemnify the Assistant Superintendent and pay the full costs of the Assistant Superintendent's legal defense. This obligation shall survive the termination of this Agreement.

REAPPOINTMENT/RETENTION

The Board shall provide Assistant Superintendent with periodic opportunities to discuss Assistant Superintendent-Board relationships and shall inform him at least annually of any inadequacies perceived by the Board. Reappointment or retention of the

Assistant Superintendent shall be in accordance with Section 1073 of the School Code or then applicable law.

TERMINATION OF AGREEMENT

A. The Assistant Superintendent warrants that he has made no misrepresentation as to his qualifications and background either on his application or orally. In addition to those reasons as set forth in Section 1080 of the School Code, the School Board shall have grounds to terminate this Agreement if the Assistant Superintendent has made any misrepresentations, either in writing or orally, if the Assistant Superintendent fails to maintain his legal credentials, or if the Assistant Superintendent undertakes work which interferes with his duties as Assistant Superintendent. If the School Board determines that the Assistant Superintendent's outside activities are interfering with his duties as Assistant Superintendent, they shall first put him on notice. If he persists in these activities, the School Board shall have grounds to terminate this Agreement. The Assistant Superintendent's rights prior to and after formal termination shall be as set forth in Section 1080 of the School Code.

B. Throughout the term of this contract, the Assistant Superintendent shall be subject to discharge for valid and just cause for the reasons specified in section 1080 of the Public School Code. However, the Board shall not arbitrarily or capriciously call for his dismissal and the Assistant Superintendent shall in any event have the right to written charges, notice of hearing, and fair and impartial hearing, all elements of due process, and the right to appeal to a court of competent jurisdiction. At any such hearing before the Board, the

Assistant Superintendent shall have the right to be present and to be heard, to be represented by counsel, and to present witnesses and testimony relevant to the issue. A transcript of the record of proceedings before the Board shall be made available without charge to the Assistant Superintendent in the event an appeal is taken by the Assistant Superintendent from any action taken by the Board. The Assistant Superintendent shall have the right to be represented by counsel at his sole cost and expense. Provided, however, if the charges against the Assistant Superintendent are not sustained and/or should the Assistant Superintendent prevail in any hearing or appeal, the Board shall reimburse him for all reasonable legal fees and expenses incurred by the Assistant Superintendent in the proceedings.

C. This Agreement may be unilaterally terminated without penalty by the resignation of the Assistant Superintendent at any time provided the Assistant Superintendent gives the Board at least ninety (90) days notice prior to the effective date of the resignation. If this Agreement is terminated in this manner, the District shall immediately pay and provide to the Assistant Superintendent all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverages and payment for unused leave the Assistant Superintendent earned, accrued and/or is entitled to in accordance with this Agreement through the effective date of his resignation and termination of this Agreement plus any applicable and earned post-employment and retirement benefits provided for in this Agreement.

D. This Agreement may be terminated by the mutual consent, in writing, of the Assistant Superintendent and the Board. If this Agreement is terminated in this manner, the District shall immediately pay and provide to the Assistant Superintendent all of the aggregate compensation, salary, and benefits including but not limited to insurance premiums and coverages and payment for unused leave the Assistant Superintendent earned, accrued and/or is entitled to in accordance with this Agreement through the mutually agreed upon effective date of termination of this Agreement plus any applicable and earned post-employment and retirement benefits provided for in this Agreement.

E. Notwithstanding any other provisions of this Agreement, the Board may, without cause and for any non-discriminatory reason consistent with law, terminate this Agreement by giving a minimum ninety (90) days written notice to the Assistant Superintendent prior to the effective date of the proposed termination of this Agreement.. If the Board terminates this Agreement in this manner, the District shall immediately pay and provide to the Assistant Superintendent all of the aggregate compensation, salary, and benefits including but not limited to insurance premiums and coverages and payment for unused leave the Assistant Superintendent earned, accrued and/or is entitled to in accordance with this Agreement through the termination date set forth in this Agreement plus any applicable and earned post-employment and retirement benefits provided for in this Agreement. Such payment shall also include, but not be limited to, annual salary adjustments as provided for in this Agreement. Additionally, the Board shall not negatively evaluate or provide any negative job reference or information regarding the Assistant

Superintendent's work performance, unless otherwise expressly required by state or federal law.

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

MODIFICATION

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

APPLICABLE LAW

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

BINDING EFFECT

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

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be duly executed this 21st day of August, 2017.

ATTEST:

BOARD OF EDUCATION OF THE EAST
STROUDSBURG AREA SCHOOL DISTRICT

By: _____

WITNESS:

BRIAN BADDICK

Appendix A

A. Insurances

1. Family Medical Coverage

The Board shall provide health care benefits for the Assistant Superintendent and his eligible dependents in accordance with the provisions of the Board's Administrative Compensation Plan with its Act 93 employees and any associated Memorandums of Understanding as they exist from time to time.

2. Family Dental Coverage

The Board will pay the entire monthly premiums for the dental insurance for the Assistant Superintendent and his eligible dependents in accordance with the provisions of the Board's Administrative Compensation Plan with its Act 93 employees and any associated Memorandum of Understandings as they may exist from time to time.

3. Term Life Insurance/Additional Purchase Provision

A term life insurance policy equal in value to 2-1/2 times the Assistant Superintendent's annual salary (rounded to the nearest thousand) shall be provided. The Assistant Superintendent shall have the option of increasing his coverage by paying the premium to the District. Should the Assistant Superintendent retire, this policy will be maintained by the District until the Assistant Superintendent reaches age 65, provided that the Assistant Superintendent has at least ten (10) years of administrative service in the East Stroudsburg Area School District at the time of retirement and will be based upon the annual salary in effect at the time of retirement. In the event that the Assistant Superintendent retires and reaches the age of 65 he will have the option of maintaining the policy by paying the premium to the District.

4. Long-Term Disability/Income Protection Plan

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

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

5. Health Insurance Benefit for Retired Employees

Retired employees who have been employees of the School District for a minimum of twenty (20) years, or who have served a minimum of ten (10) years as an administrator in the School District, and who retire will receive

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

Retired employees who have been employees of the School District for less than twenty (20) years, or who have served less than ten (10) years as an administrator in the School District, and who retire will be able to purchase hospitalization benefits for themselves and for their dependents at the School District's group rate, at the retired employee's expense, until such time as the retired employee becomes eligible for Medicare. These benefits shall be available to the Assistant Superintendent.

6. Vision

Vision insurance for the Assistant Superintendent and his eligible dependents shall be provided by Vision Benefits of America or an equivalent plan as is provided in the ESEA agreement.

B. Leaves of Absence

1. Sick Leave

The Assistant Superintendent shall be credited with twelve (12) days sick leave at the beginning of each new Contract year, which will be accumulative without ceiling. Sick leave days may be utilized for illness of a family member as defined herein. Any unused days of sick leave remaining at the end of a given year shall be credited as additional days of sick leave for the following year and shall be cumulative from year to year.

The Assistant Superintendent may transfer not more than (30) thirty accumulated days of sick leave from his current employer to the School District. Any transferred sick leave shall be held in reserve and used only in the case of illness or injury certified to the satisfaction of the Board of Education after sick leave earned within the School District has been used. In no event shall any such transferred sick leave be subject to reimbursement upon the Assistant Superintendent's cessation or termination of employment with the School District.

Sick days may be used for illness of a spouse, mother, father, son, daughter, step-father, step-mother, step-son, step-daughter, brother, sister, parent-in-law,

son-in-law, daughter-in-law, grandfather, grandmother or near relative who resides in the same household, or any person with whom the Assistant Superintendent has made his/her home.

The rate paid for unused sick leave at retirement for the length of this Contract shall be per diem rate then in effect for the School District's Act 93 Administrators. 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, the Assistant Superintendent must have either twenty (20) years of total service in the East Stroudsburg Area School District or ten (10) years of service as an Administrator in the East Stroudsburg Area School District upon retirement.
- C. Payment shall not be made for "transferred sick leave".

If the Assistant Superintendent's sick leave becomes depleted, payment will be made for additional days lost due to illness or injury at the rate of \$150 per day for a total amount of additional days not to exceed ten (10) days for each full year of service to the School District. The lifetime maximum number of days for such payment shall not exceed 180. This shall apply unless the illness/injury is qualified for compensation through the Long-Term Disability Plan provided by the School District.

The Board may require the Assistant Superintendent to furnish a certificate from a physician or other practitioner certifying that the Assistant Superintendent was unable to perform his duties during the period of absence claimed as sick leave.

2. Personal Leave

Three (3) days of personal leave shall be granted during each Contract year without deduction of salary. These days shall be granted without requiring the Assistant Superintendent to state a reason. Any unused personal leave days shall be converted to the Assistant Superintendent's vacation days on September 1 of each following year.

3. Vacation

The Assistant Superintendent shall be granted twenty (20) days of vacation leave during each Contract year without deduction of salary. He may accumulate up to forty-five (45) days of vacation leave. The Assistant

Superintendent has the option to sell back any unused vacation days at a per diem rate of pay during each year of this Agreement. Any unused days of vacation leave in excess of forty-five (45) days of vacation leave accumulated on June 30 of each year of this Agreement shall be converted to days of sick leave and shall be added to the Assistant Superintendent's sick leave accumulation. However, days of vacation leave converted to days of sick leave for this purpose shall not cause the Assistant Superintendent's sick leave balance to exceed two hundred sixty-one (261) days, but shall be paid at the Assistant Superintendent's then-current per diem rate of pay ("per diem rate of pay" as the term is used throughout this Agreement shall be calculated by dividing the Assistant Superintendent's then-current annual salary by 261). Vacation leave must be requested and approved by the Superintendent. The District shall pay the Assistant Superintendent for unused days of vacation leave at the time this Agreement is terminated for any reason, whether voluntarily or involuntarily including but not limited to retirement, resignation, termination, death, mutual consent, or non-renewal of this Agreement, at which time the District shall pay the Assistant Superintendent his then-current per diem rate of pay for each day of unused vacation leave.

4. Disability/Child Rearing Leave

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

5. Compensated Professional, Military and Family Medical Leaves

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

6. Bereavement Leave

Death of Spouse, Parent or Child

Up to five (5) consecutive work days leave of absence will be allowed in the event of the death of the Assistant Superintendent's spouse, mother, father, son, daughter, step-father, step-mother, step-son or step-daughter, or near relative who resides in the same household, or any person with whom the Assistant Superintendent has made his/her home. This leave can only be used to attend the funeral and/or attend to the affairs of the deceased.

Death of Immediate Relative

Up to three (3) consecutive work days' leave of absence will be allowed in the event of the death of an immediate relative of the Assistant Superintendent. An immediate relative shall be defined as a brother, sister, parent-in-law, son-in-

law, daughter-in-law, grandfather, grandmother or grandchild. This leave can only be used to attend the funeral and/or attend the affairs of the deceased.

7. Jury Duty

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

C. Other Benefits

1. Reimbursement for Graduate Education

If the Assistant Superintendent is enrolled in a degree program, or is taking graduate courses relevant to his present job responsibilities, he shall be reimbursed for tuition expenses not to exceed twelve (12) credits per Contract year and for related textbooks. All courses must have prior approval of the Board. Tuition costs shall be provided; however, a grade of "B" or better is required to qualify for this reimbursement. At the completion of the course, textbooks are to be returned to the Assistant Superintendent who shall forward them to the librarian for placement in the building professional library.

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

1 day to 1 year - 100% 1 year 1 day to 2 years - 50%

2. Deferred Compensation

The School District shall adopt the Kades-Margolis Capital Section 457 Plan and permit the Assistant Superintendent to contribute to the plan up to the maximum amount allowed by law.