

Option 1: The district will return to our hybrid model for all (non-ESACA) K-12 students for Groups A, B, C, and D. Group E will remain in ESACA. Group F and Group G will continue to have the option of attending in-person four days per week (M, T, Th, F) as they did prior to the Board's decision to move to a fully remote instruction/learning model. Group C and Group D will move from a 5-day per week schedule to a 4-day per week schedule. All out-of-district placements, including MCTI, will continue to be in-person throughout our remote and hybrid instruction/learning model providing the facilities they attend remain in-person.

Emergency Instructional Time Schedule (with Elective Options)

	Monday	Tuesday	Wednesday	Thursday	Friday
Group A (A-L*)	In-person instruction	In-person instruction	Remote learning	Remote instruction	Remote instruction
Group B (M*-Z)	Remote instruction	Remote instruction		In-person instruction	In-person instruction
Group C (Supplemental/Full-time IEP)	In-person instruction	In-person instruction	Remote learning	In-person instruction	In-person instruction
Group D (IU)	In-person instruction	In-person instruction	Remote learning	In-person instruction	In-person instruction
Group E (ESACA)	Virtual learning	Virtual learning	Virtual learning	Virtual learning	Virtual learning
Group F (No Internet)	In-person instruction (A-L*)	In-person instruction (A-L*)	Remote learning	On-site remote instruction (A-L*)	On-site remote instruction (A-L*)
	On-site remote instruction (M*-Z)	On-site remote instruction (M*-Z)		In-person instruction (M*-Z)	In-person instruction (M*-Z)
Group G (2 add'l days)	In-person instruction (A-L*)	In-person instruction (A-L*)	Remote learning	On-site remote instruction (A-L*)	On-site remote instruction (A-L*)
	On-site remote instruction (M*-Z)	On-site remote instruction (M*-Z)		In-person instruction (M*-Z)	In-person instruction (M*-Z)

CHIEF FINANCIAL OFFICER

An Agreement Between

The Board of Education
of the
East Stroudsburg Area School District

and

Craig Neiman

For the Period **TBD 2021 to June 30, 2025**

PREAMBLE

THIS AGREEMENT is made and entered this _____ day of January, 2021, by and between the Board of Education of the East Stroudsburg Area School District (hereinafter referred to as the “District” or the “Board”) and Craig Neiman, an individual (hereinafter referred to as “Chief Financial Officer”).

WHEREAS, the Board of Education of the District, at a regularly scheduled meeting duly and properly called and held on January 4, 2021, did appoint Craig Neiman as Chief Financial Officer for the East Stroudsburg Area School District, in accordance with the provisions of Section 508 and Section 1089 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 Craig Neiman and Craig Neiman hereby accepts said employment as Chief Financial Officer of the East Stroudsburg Area School District for a term commencing on **TBD**, 2021 and ending no later than June 30, 2025 (“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.

SALARY

The Chief Financial Officer’s salary for the initial fiscal year shall be one hundred thirty-three thousand dollars (\$133,000.00), prorated. The salary shall increase annually, but solely upon the Chief Financial Officer’s satisfactory performance in accordance with this Agreement, and in accordance with the following schedule:

- 2021-2022 fiscal year salary there will be no increase based on the commencement date of employment for the 2020-2021 fiscal year.
- 2022-2023 fiscal year salary will be increased by 3.0% over that established in the 2021-2022 fiscal year, based upon a satisfactory evaluation.
- 2023-2024 fiscal year salary will be increased by 3.0% over that established in the 2022-2023 fiscal year, based upon a satisfactory evaluation.
- 2024-2025 fiscal year salary will be increased by 3.0% over that established in the 2023-2024 fiscal year, based upon a satisfactory evaluation.

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. No adjustment in salary may reduce the annual salary in effect at any given time. In making any such amendment, it shall not be considered that the District has entered into a new agreement with the Chief Financial Officer, 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 Chief Financial Officer with employee benefits identical to those provided to Administrators pursuant to the School District's Administrative Compensation Plan.

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 Chief Financial Officer in the following organizations for the term of the Chief Financial Officer's contract:

Pennsylvania Association of School Administrators

Pennsylvania School Boards Association

Association of School Business Officials International

Pennsylvania Association of School Business Officials

Lehigh Valley Chapter of Pennsylvania Association of School Business
Officials

Government Finance Officers Association

Association of Government Accountants

Any other organization requested by the Chief Financial Officer and
approved by the Board

The District recognizes the obligation to professional growth and development provided by these affiliations and encourages and permits the Chief Financial Officer to participate actively. The District and Chief Financial Officer 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 the Chief Financial Officer. The duties of the Chief Financial Officer require his participation and presence at numerous meetings, conventions, and conferences in order to maintain awareness of current issues, programs and information. The Chief Financial Officer'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 Chief Financial Officer's duties and appropriate for reimbursement. However, the Chief Financial Officer 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 Chief Financial Officer 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 Chief Financial Officer. The Chief Financial Officer shall have the right to make a written response to the annual performance

assessment directed to the Superintendent. In the event the Superintendent determines that the performance of the Chief Financial Officer is unsatisfactory in any respect, he shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. The Board and the Chief Financial Officer agree that the annual performance assessments and the Chief Financial Officer'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 Chief Financial Officer's performance assessment results except, (a) in the case of a dispute between the Chief Financial Officer and District in which his performance is or becomes an issue; or (b) in response to the Chief Financial Officer making the performance assessment results public; or (c) with the Chief Financial Officer's agreement; or (d) as otherwise expressly required by state or federal law. The Chief Financial Officer's performance shall be deemed satisfactory and the Chief Financial Officer 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 performance standards for the ensuing year; and
2. To establish the basis for possible discipline or termination of the Chief Financial Officer.

C. Performance Expectations

The performance of the Chief Financial Officer shall be assessed on the basis of the Chief Financial Officer's Job Description, which is attached hereto as Exhibit "A" and made a part hereof.

PHYSICAL EXAMINATION OF CHIEF FINANCIAL OFFICER

The Chief Financial Officer agrees, upon a written request by the President of the Board, 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 Chief Financial Officer for all reasonable expenses incurred by the Chief Financial Officer 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 Chief Financial Officer'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.

The District shall supply and pay for a "smartphone"-style cellular telephone, laptop computer and related computer equipment for the Chief Financial Officer's professional and personal use during the duration of this Agreement and shall provide instruction and technical support to assist with access to the District's computer network for the Chief Financial Officer's residence. The District shall not be responsible for the payment of the internet service at the Chief Financial Officer's residence but shall pay for mobile wireless capability for the Chief Financial Officer's cellular telephone, laptop computer and other technological devices, including but not limited to his iPad or other tablet computer. The Chief Financial Officer agrees to return any equipment provided by the District and all District-related computer files at the conclusion of his employment with the District.

QUALIFICATIONS OF THE CHIEF FINANCIAL OFFICER

The Chief Financial Officer covenants and warrants that he possesses all of the qualifications required by law to serve as Chief Financial Officer of the District.

The Chief Financial Officer further agrees to devote his time, skill, labor, and attention to the performance of his duties as Chief Financial Officer of the School District on a full time basis during the term of this Agreement; provided, however, that the Chief Financial Officer 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 Chief Financial Officer's duties with the School District.

The Chief Financial Officer 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 Chief Financial Officer. The Chief Financial Officer further covenants and warrants that he has not violated any provision of the Public School Code of the Commonwealth of Pennsylvania with respect to his qualification or election as Chief Financial Officer.

GENERAL DUTIES OF THE CHIEF FINANCIAL OFFICER

During the term of this Agreement, the Chief Financial Officer agrees to perform the duties of the Chief Financial Officer in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the policies of the School District, the Position Description established by the School District for the Chief Financial Officer (attached hereto as Exhibit "A"), 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, the Chief Financial Officer 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 Chief Financial Officer shall work Monday through Friday of each week, with the exception of days of leave and legal holidays. Within any particular summer workweek you may work a compressed schedule whereby reducing the number of days in the regularly scheduled workweek. This flexible time schedule will not impact the regularly accrued vacation time. Flex time will be at the discretion of the superintendent.

ROLE OF CHIEF FINANCIAL OFFICER

The Chief Financial Officer will attend all regular and special meetings and executive 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 the Chief Financial Officer from any and all demands, claims, suits, actions and legal proceedings brought against the Chief Financial Officer in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident arose while Chief Financial Officer 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 Chief Financial Officer, a conflict exists as regards the defense to such claims between the legal position of the Board and the legal position of the Chief Financial Officer, the Chief Financial Officer may engage separate counsel and the Board shall continue to indemnify the Chief Financial Officer and pay the full costs of the Chief Financial Officer's legal defense. This obligation shall survive the termination of this Agreement.

TERMINATION OF AGREEMENT

A. The Chief Financial Officer warrants that he has made no misrepresentation as to his qualifications and background either on his application or orally. The School Board shall have grounds to terminate this Agreement if the Chief Financial Officer has made any misrepresentations, either in writing or orally, if the Chief Financial Officer fails to maintain his legal credentials, or if the Chief Financial Officer undertakes work which interferes with his duties as Chief Financial Officer. If the School Board determines that the Chief Financial Officer's outside activities are interfering with his duties as Chief Financial Officer, they shall first put him on notice. If he persists in these activities, the School Board shall have grounds to terminate this Agreement.

B. Throughout the term of this contract, the Chief Financial Officer shall be subject to discharge for valid and just cause, as set forth in Section 514 and 1089 of the Pa Public School Code. However, the Board shall not arbitrarily or capriciously call for his dismissal and the Chief Financial Officer shall in any event have the right to written charges, notice of hearing, a 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 Chief Financial Officer 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 Chief Financial Officer in the event an appeal is taken by the Chief Financial Officer from any action taken by the Board. The Chief Financial Officer shall have the right to be represented by counsel at his sole cost and expense. Provided, however, if the charges against the Chief Financial Officer are not sustained and/or should the Chief Financial Officer finally prevail in any hearings or appeals, the Board shall reimburse the Chief Financial Officer for all reasonable legal fees and expenses incurred by the Chief Financial Officer in the proceedings.

C. This Agreement may be unilaterally terminated without penalty by the resignation of the Chief Financial Officer at any time provided the Chief Financial Officer 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 Chief Financial Officer all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverages and payment for unused leave the Chief Financial Officer earned, accrued and/or is entitled to in accordance with the current Act 93 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 Chief Financial Officer and the Board. If this Agreement is terminated in this manner, the District shall immediately pay and provide to the Chief Financial Officer all of the aggregate compensation, salary, and benefits including but not limited to insurance premiums and coverages and payment for unused leave the Chief Financial Officer 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 Chief Financial Officer 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 Chief Financial Officer all of the aggregate compensation, salary, and benefits including but not limited to insurance premiums and coverages and payment for unused leave the Chief Financial Officer earned, accrued and/or is entitled to in accordance with the current Act 93 agreement through the natural expiration 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 Chief Financial Officer's work performance, unless otherwise expressly required by state or federal law.

F. This agreement shall be terminated upon the death of the Chief Financial Officer, at which time the District shall pay to the Chief Financial Officer's estate and/or heirs all of the aggregate compensation, salary and benefits the Chief Financial Officer earned, accrued and/or is entitled to under this Agreement through the date of the Chief Financial Officer'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 Chief Financial Officer 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 _____ day of _____, 2021.

ATTEST:

BOARD OF EDUCATION OF THE EAST
STROUDSBURG AREA SCHOOL DISTRICT

By: _____

WITNESS:

Craig Neiman

East Stroudsburg Area School District 2020-2021 School Calendar

Approved: May 18, 2020
July 20, 2020
August 17, 2020
September 21, 2020
October 19, 2020
January 4, 2021

July

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

3: Independence Day Holiday*

January (18)

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1: New Year's Holiday* (District closed)
18: Martin Luther King Jr. Day (District closed)
22: K-12 Teacher In-Service
School bus driver in-service (Tentative)

August (1)

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

17-18: School bus driver orientation
24: K-12 teacher in-service (First teacher day)
25-27: K-12 Staff Development (Act 80 days)
19, 21: New Teacher Induction
28: Last Day of Summer Recess
31: First student day

February (19)

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

15: Presidents' Day Holiday (District closed)

September (20)

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

4: Labor Day Holiday (Offices closed)
7: Labor Day Holiday (District closed)

March (22)

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

8: K-12 Parent/teacher Conferences (Act 80 day)
8: School bus driver in-service (Make-up)

October (20)

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

12: Columbus Day Holiday (Offices Closed)
13: K-8 Columbus Day Holiday
9-12 Parent/teacher Conferences (Act 80)

April (19)

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

1: Spring Recess (Offices Closed)
2: Good Friday (District closed)
5: Spring Recess (Offices Closed)

November (15)

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

23: K-8 Parent/teacher conferences (Act 80)
Thanksgiving Holiday (9-12)
24: 9-12 Staff development K-8 Parent/teacher conferences (In-service)
24: School bus driver in-service
25: K-12 Teacher In-Service (No Students)
26: Thanksgiving Holiday (District closed)
27: "Friday After Thanksgiving Holiday*" (District closed)
30: "Monday After Thanksgiving Holiday*" (District closed)

May (20)

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

31: Memorial Day Holiday (District closed)

December (17)

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

24: "Last Regular Workday Before Christmas" Holiday (District closed)
25: Christmas Holiday* (District closed)
28-30: Winter Recess (Offices closed)
31: New Year's Eve Holiday* (District closed)

June (4)

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

7: Last Student Day Last Teacher Day (Early Dismissal)

* - These holidays in accordance with 5 U.S.C. 6103. All holidays designated in accordance with 24 PS 15-1502.

▲ - These days may become regular school days by official Board action during any month preceding their occurrence.

- These days may be rescheduled at the discretion of the administration.

East Stroudsburg Area School District 2020-2021 School Calendar

Approved: May 18, 2020
 July 20, 2020
 August 17, 2020
 September 21, 2020
 October 19, 2020
 January 4, 2021

Legend

/	Late start	\	Early dismissal(s)		Non-school day/Act 80		First student day		Last student day
X	Inclement weather closing				Contract Holiday		First teacher day		Last teacher day
☒	Emergency closing			X	Regular school day	X	Original first student day	X	Original last student day

* - These holidays in accordance with 5 U.S.C. 6103. All holidays designated in accordance with 24 PS 15-1502.

▲ - These days may become regular school days by official Board action during any month preceding their occurrence.

- These days may be rescheduled at the discretion of the administration.