

# EAST STROUDSBURG AREA SCHOOL DISTRICT

SECTION: **ADMINISTRATIVE  
EMPLOYEES**

TITLE: EMPLOYMENT CONTRACT

ADOPTED: August 19, 2002

REVISED:

308. EMPLOYMENT CONTRACT	
<p>1. Purpose SC 1121</p>	<p>Administrative employees who are certificated and covered by tenure law must have an employment contract or Board resolution that is in conformance with the School Code. Noncertificated and nontenured administrative employees may be covered by an employment contract or Board resolution that sets forth certain elements considered essential.</p> <p><u>Professional employees and temporary professional employees must have an employment contract that is in conformance with the School Code.</u></p> <p><u>For the mutual benefit and protection of each regularly employed support staff member and the school district, a contract or Board resolution shall state the specifics of employment.</u></p>
<p>2. Authority SC 1106</p>	<p>The Board has the authority under law to prescribe employment conditions for school district personnel.</p>
<p><u>3. Guidelines</u> SC 1121</p>	<p>It shall be the policy of this school district that all administrative, <u>professional and temporary professional</u> employees execute a contract upon employment, which shall automatically renew itself each year unless stated otherwise or unless one of the parties gives written notice sixty (60) days prior to its expiration that it will not be renewed.</p> <p><b><u>Administrative Employees</u></b></p> <p>Noncertificated administrative employees shall be employed through a contract or Board resolution which sets forth the full conditions of employment and continues from year to year until altered by Board action.</p>
<p><u>SC 1121, 1146</u></p>	<p><u>The contract shall specify those matters contained in statute for certificated administrative employees, consistent with this policy. For noncertificated administrative employees, the contract or Board resolution shall be in accordance with this policy.</u></p>

<p><u>Pol. 313.2</u></p> <p><u>3. Guidelines</u> <u>—SC 1121</u></p>	<p><u>The contract or resolution may include:</u></p> <ol style="list-style-type: none"><li><u>1. Beginning compensation.</u></li><li><u>2. Term of employment and work period for which compensation will be paid.</u></li><li><u>3. Statement of fringe benefits entitlement.</u></li><li><u>4. Statement of seniority rights, if any.</u></li></ol> <p><b><u>Professional Employees</u></b></p> <p><u>Nontenured employees, upon reaching the status of tenure, shall be required to execute a new contract.</u></p> <p><u>All contracts with professional employees shall be in writing, in duplicate, and shall be executed on behalf of the Board by the President and Secretary and signed by the professional employee or their collective bargaining unit representatives.</u></p> <p><u>The Board shall enter into contracts, in writing, with each professional employee who has satisfactorily completed three (3) years of service in the school district.</u></p> <p>The contract shall specify those matters contained in statute for certificated administrative <del>employees</del>, <u>professional and temporary professional employees</u> consistent with this policy. For noncertificated administrative <del>employees and part-time professional employees</del>, the contract or Board resolution shall be in accordance with <del>this established</del> <u>policy and procedures</u>.</p> <p>The contract or resolution may include:</p> <ol style="list-style-type: none"><li><u>1.5. Beginning compensation.</u></li><li><u>2.6. Term of employment and work period for which compensation will be paid.</u></li><li><u>3.7. Statement of fringe benefits entitlement.</u></li><li><u>4.8. Statement of seniority rights, if any.</u></li></ol> <p>Willful misrepresentation of facts material to employment and determination of salary shall be considered cause for dismissal of the employee.</p> <p><u>The terms of the collective bargaining agreement may supersede the specifics of an individual employee contract in certain conditions of employment.</u></p> <p>The Board shall be notified promptly of any misunderstanding arising from the</p>
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<p><u>School Code</u> <u>1106, 1121</u></p>	<p>application of a given contract or resolution, or any error in salary paid to the employee.</p> <p><b><u>Support Employees</u></b></p> <p><u>The contract or resolution may include:</u></p> <ol style="list-style-type: none"><li><u>1. Hourly Wage/salary at which the person is employed.</u></li><li><u>2. Intervals at which hourly wage/salary will be paid.</u></li><li><u>3. Conditions and length of probationary period.</u></li><li><u>4. Provisions for termination of contract on notice duly given.</u></li><li><u>5. Other matters necessary for a full and complete understanding of the contract or resolution.</u></li></ol> <p><u>Each newly employed support employee shall serve a probationary period of not less than ninety (90) work days in compliance with the applicable collective bargaining agreement, during which time the individual shall be subject to discharge without notice.</u></p> <p><u>Willful misrepresentation of facts material to the employment and determination of salary level shall be considered cause for dismissal of the employee.</u></p> <p><u>The terms of a collective bargaining agreement may supercede the specifics of an individual employee contract in certain conditions of employment.</u></p> <p><u>Should an employee terminate without giving the contractually specified notice, the employee shall be paid only for the days worked.</u></p> <p><u>The Board shall be notified promptly of any misunderstanding arising from application of a given contract or any error in salary paid to the employee.</u></p>
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