

BUSINESS MANAGER AND  
DIRECTOR OF TRANSPORTATION'S AGREEMENT

WITH

SOUTHMORELAND SCHOOL DISTRICT

Fiscal Years 2021-2022 through 2023-2024

BUSINESS MANAGER'S AGREEMENT  
WITH  
SOUTHMORELAND SCHOOL DISTRICT

1.0 JOB DESCRIPTION-

Business Manager shall perform all duties specifically set forth and fairly implied by the "Position Description" for "Business Manager and Transportation Director"(Exhibit A) attached hereto and incorporated by reference including Bonded School Treasurer and "Transportation Director" without additional compensation, and for the combination of all which shall be referred to as "Business Manager," and which shall include within it the statutory title of "Business Administrator" and all of the rights, responsibilities and restrictions as set forth in Section 1089 of the Public School Code of Pennsylvania, as added by Act of July 8, 1989, P.L. 253, No. 43, Sec. 4 and those business responsibilities of the Board Secretary not assigned to the Secretary.

1.1 Business Manager shall work the same hours as Central Office Administrators, except as set forth on the "Position Description." He/she shall be subject to having those hours altered as to beginning time and quitting time by the Superintendent or the Board in order to accommodate the need to meet deadlines and the scheduling of board meetings even though that may result in different work times for different times of the year, month, or week. He/she shall attend the monthly School Board Business Meeting and Planning Meeting and such additional School Board meetings as required by the Superintendent or School Board.

2.0 SALARY-

The Business Manager, a twelve-month employee, shall receive an annual remuneration as Set forth in Exhibit B, "Business Manager's Remuneration Plan."

3.0 MEDICAL BENEFITS-

Hospitalization coverage for the Business Manager and family as provided in a PPO Plan as offered by the Westmoreland Intermediate Unit Rate Stabilization Consortium for Health Insurance, Vision Care Coverage and Dental Care coverage covering the dates for the period of this Contract. The business manager shall contribute 8% of the premium cost of the PPO health care package during each fiscal year of the agreement. In addition, if he/she retires during this plan, upon retirement, (Business Manager) and spouse shall be eligible to receive the same health benefits and cash remuneration, if any, and be subject to the same terms and conditions as the Retirement Incentive Plan for Southmoreland District Administrators then in effect, provided that he/she meets the age and service requirements and except that healthcare insurance is limited to the sooner of 5 years after retirement or attainment of Medicare eligibility.

3.1 If a future agreement with the professional employees presents a different hospitalization, vision and dental plan or carrier for those fringe benefit coverage's, the retiree and/or spouse who opts to receive coverage through the group benefit plan will be enrolled in the new plan equivalent in coverage to that offered professional employees but the length will be determined in this plan.

3.2. Waiver of hospitalization benefits (Blue Cross/Blue Shield/Major Medical, Prescription coverage) by the Business Manager will be compensated at \$2,000.00 per year if so elected.

3.3. Life Insurance - The District shall obtain and pay the full cost of the premiums for the purchase of a term life insurance policy with a benefit amount of two times Business Manager's current gross annual salary. The Business Manager shall have the sole right to determine the beneficiary of such policy.

#### 4.0 LEAVE BENEFITS-

4.1 Personal Leave Days – Two (2) personal leave days per year, non-cumulative, shall be provided to the Business Manager to be used at his/her discretion. The Superintendent shall be notified by the Business Manager at least forty-eight (48) hours in advance of the date requested for a personal day when possible. The Superintendent may waive this requirement. Each day of unused personal leave shall be added to the Business Manager's accumulated sick leave for the following year.

4.2 Emergency Leave Day – The Business Manager shall be granted one (1) emergency leave day. Upon returning to his/her position, the Business Manager shall submit in writing, the reason for his/her absence to the Superintendent.

4.3 Sick Leave Days – Sick leave days can be accumulated with no limitations. The Business Manager, a twelve-(12) month administrator, shall receive fifteen (15) sick days per school year. One sick day can be used as an additional personal leave day per year.

4.4 Notification of Accumulated Sick Leave – The Business Manager shall be given a written accounting of accumulated sick leave days, years of service, and salary no later than September 30 of each school year. Sick leave shall be credited to the Business Manager on the first day of July of each school year.

4.5 Extended Uncompensated Sick Leave – The Board shall grant sick leave without compensation to the Business Manager who, because of single catastrophic accident or illness, uses all of his/her accumulated sick leave in accordance with the following terms:

1. if sick leave is totally exhausted after the first day of work in the contract year, the administrator shall be placed on unpaid leave through the following June 30.

2. if sick leave is totally exhausted after January 1, the Business Manager shall be placed on unpaid leave until the following January 1.

4.6 Legal Leave – The Business Manager called for jury duty or subpoenaed by the Court for school- Related business shall be granted leave for this purpose. He/She shall be paid the difference between the per diem salary and the amount received by him/her for such duty. The Business Manager shall suffer no net loss of salary, benefits, or other contractual advantage as a result of such leave.

Additionally, Business Manager subpoenaed to Court for reasons other than those stated and has prior approval by the Superintendent shall receive approved leave without pay, but with continuation of benefits except mileage reimbursement.

4.7 Bereavement Leave –The Business Manager shall be entitled to up to five (5) days of bereavement leave, with full pay, because of a death in the Business Manager’s immediate family. “Immediate family” is defined as father, mother, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, parent-in-law, stepparent, step-child, grandparent, grandchild, someone residing in the same household or any person with whom the Business Manager lives. The Business Manager shall be entitled to one (1) day of bereavement leave, with full pay, because of a death of a “near relative”. In the event that the Business Manager attends the funeral of a “near relative” that is held at a location of 150 miles or more from Scottsdale, PA, he/she shall be entitled to two days of bereavement leave with full pay. “Near relative” is defined as a cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law of the Business Manager or his/her spouse. The Business Manager may use additional days of sick leave for bereavement, in his/her sole discretion.

4.8 Court Appearances- The Business Manager shall be permitted to attend, court and other appearances for any proceeding in which he/she is a party or is subpoenaed to appear which are not related to this School District’s business, but without pay.

4.9 Liability Insurance - The District shall provide and pay the full cost of legal liability and general liability insurance coverage that provides the Business Manager coverage for acts and omissions undertaken in the course and scope of his/her employment with the District.

5.0 Graduate Courses, Professional Development and Continuing Education- Enrollment cost and/or tuition and fees for graduate courses, professional development courses and continuing education courses taken by the Business Manager during this Contract will be reimbursed and governed by the following:

Tuition will be reimbursed for up to 12 college level or graduate credits earned per fiscal year and/or the above other courses not exceeding the reimbursement rate established herein for college or graduate level credits, i.e. \$8,400 in the aggregate. He/she must have prior approval of the Superintendent and the Board of

Directors for any courses to be taken. Courses must be applicable to the area of responsibility. He/she must receive a grade of "B" or better in the course(s) taken and must provide a receipt from the college or university or provider at which the course(s) was taken, as means of verifying cost per credit in order to receive reimbursement. The amount of credit reimbursement will not exceed \$700.00 per credit. Successful completion shall include supplying proof of an "A" or "B" grade or "Pass" in a Pass/Fail course and this benefit is subject to the conditions, restrictions and reimbursement to the District in Section 11.3 and 11.4 of the current Administrators (Act 93) Compensation Plan which are hereby incorporated by reference.

He/she must notify the Superintendent and Board of Directors by December 31 of his/her or her intention to request credit reimbursement for the forthcoming fiscal year

6.0 Cell Phone and Data Reimbursement- The District shall pay the Business Manager a monthly reimbursement of fifty dollars (\$50.00) to cover the cost of his/her personal cellular/data phone and service that is also used for School District purposes. This allowance shall be paid in addition to the Business Manager's annual salary. The Business Manager shall maintain a personal account for cellular telephone service throughout the Term of this Agreement. Business Manager shall have total responsibility for payment of such personal account and the School District shall have no obligation or responsibility related to such personal account other than the monthly reimbursement to Business Manager as stated in this paragraph.

7.0 Expense and Mileage Reimbursement- The District shall fully reimburse the Business Manager for all reasonable expenses incurred by the Business Manager in the discharge of his/her duties, upon proper documentation, in accordance with District policy and procedures. The District shall also reimburse the Business Manager for mileage associated with use of his/her private vehicle in the performance of the Business Manager's duties which reimbursement shall be based on the then-current mileage allowance as established by the Internal Revenue Service ("IRS"), as the same may be changed or modified from time to time by the IRS.

8.0 Tax Deferred Annuity- At the request of the Business Manager and in accordance with applicable federal and state statutes and regulations, the District shall withhold and transfer an amount of salary monthly in an amount to be determined by the Business Manager thus permitting him to participate in a tax deferred annuity program of his/her choosing, but without contributions of any amount thereto by the District.

9.0 Other Benefits-

A. The Business Manager shall be entitled to any and all benefits required by the Public School Code to be paid for or provided.

B. So long as such benefits are not for the same matter of those specifically set forth in this Contract, the Business Manager shall be entitled to any and all benefits and incentives currently provided to other District administrators, including, but not limited to, all retirement benefits and incentives currently specified in the District's administrative compensation plan ("Act 93 Plan") adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164), even though such benefits are not enumerated in this Contract. Provided, however, that the following items in the District's administrative compensation plan are expressly excluded:

- (1) Salary adjustments and/or automatic pay increase;
- (2) Personal and Emergency Leave; and,
- (3) Benefits applicable to bargaining unit employees that are not otherwise included in this Contract even if they are incorporated by reference into the Act 93 Plan.

Any increase or improvement in benefits and incentives extended to District administrative employees during the Term of this Contract will also be extended to the Business Manager subject to Board approval and become part of this Contract. Nothing contained herein shall preclude the District from providing additional benefits and incentives to the Business Manager as may be agreed to by the parties.

#### 10.0 Assessment of Performance-

A. The Board shall evaluate, in writing, the performance of Business Manager at least once a year during the term of this Contract, no later than June 30th of each year, unless the parties mutually agree in writing on another date for the annual evaluation. The annual performance assessment shall be conducted in an executive session limited to members of the Board of School Directors and the Business Manager. An evaluation instrument and method mutually agreed upon in writing by the Board and the Business Manager shall be utilized for the annual performance assessment. Provided, however, that any evaluation instrument and method selected shall require the Board of School Directors to speak in one voice by voting as an entire Board rather than "averaging" the feedback of each member regarding each aspect of the evaluation. In the event the Board consensus determines that the performance of the Business Manager is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to the Business Manager. The Business Manager shall have the right to make a written response to the evaluation. The Board's evaluations and the Business Manager's response(s) shall be totally

private and in no manner become public knowledge either through verbal or written communication, except as otherwise expressly required by state or federal law. The Business Manager's performance shall be deemed satisfactory and the Business Manager shall not be subject to discipline, discharge or termination on the basis of neglect of duty or incompetency in any year when a formal performance assessment is not completed in accordance with this Contract.

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

- (1) To strengthen the working relationship between the Board and the Business Manager and to clarify for the Business Manager and individual members of the Board of School Directors the responsibilities the Board relies on the Business Manager to fulfill;
- (2) To discuss and establish goals and/or objective performance standards for the ensuing year; and
- (3) To establish the basis for possible incremental adjustments in the annual salary rate for the Business Manager.

11.0 Investigations by the Board and Superintendent- In the event that the Board of School Directors or Superintendent directs that any investigation of the Business Manager's conduct or performance be undertaken, the Business Manager shall be: (i) notified of the occurrence and purpose of such investigation prior to the commencement of the same unless such notification would unreasonably impede the investigation; (ii) granted access to all documents or reports generated by such an investigation at an appropriate time in the investigation and; (iii) granted the opportunity to respond, verbally or in writing, to any documents, findings or conclusions derived from such an investigation at an appropriate time in the investigation. Any investigations undertaken by the Board shall be completed in private without any public disclosure by the Board or the Business Manager of the commencement or progress of the same, except as may be required to comply with law. Nothing herein shall obligate the Board to share attorney-client privileged or work product information with the Business Manager following the completion of any investigation of his/her conduct or performance, except as otherwise required by law.

12.0 Professional Liability-The Board agrees that it will defend, hold harmless and indemnify the Business Manager from any and all demands, claims, suits, actions and legal proceedings brought against the Business Manager in his/her individual capacity or in his/her official capacity as agent and employee of the Board, provided the incident arose while Business Manager was acting, or reasonably believed he/she was acting, within the scope of his/her employment and as such liability coverage is within the authority of the Board to provide under state law. The obligation of the District to defend, hold harmless, and indemnify the Business Manager as set forth above shall apply even if the lawsuit in question occurs after the Business Manager retires or otherwise leaves the position of Business Manager provided the events which gave rise to the lawsuit arose while the Business Manager was acting, or reasonably believed he/she

was acting, within the scope of his/her employment as Business Manager and the indemnification costs are authorized under the Political Subdivision and Tort Claims Act . This obligation shall survive the termination of this Contract.

13.0 Reappointment- The Board shall provide the Business Manager with periodic opportunities to discuss the Business Manager-Board relationship and shall inform him in writing at least annually of any inadequacies perceived by the Board. If, at any time, the Board of School Directors decides that it does not desire to renew the contract of the Business Manager for another term, the Board shall notify the Business Manager in writing by certified mail, no later than 120 days prior to the end of this Contract Term, of the Board of School Directors' intent not to reappoint him. Should the Business Manager not be so notified, he/she shall be reappointed for a new term of similar length to that which he/she is currently serving and the terms and conditions of this Contract shall be incorporated into a successor Contract unless mutually agreed otherwise by the Board and the Business Manager.

14.0 PAY-

14.1 Method of Pay - The Business Manager shall receive his/her annual salary commencing with the first pay in July occurring at least 10 business days after the commencement of work and will be paid every other Friday thereafter. The amount to be received in equal installments will be equal to the quotient arrived from dividing the yearly salary by the number of pays for a given fiscal year.

14.2 Travel Pay - If the Business Manager must travel during the course of his/her duties, he/she shall be reimbursed at the rate allowed by the Internal Revenue Service.

15.0 MEDICAL EXAMINATION- The Business Manager may have a complete physical examination at the expense of the school district, that of which is not covered by the medical insurance as per outlines below: With normal test results: a. age 39 or less – every 3 years; b. age 40 to 59 – every 2 years; c. age 60 or more – every year.

16.0 LEGAL AID- The legal services of the school district solicitor will be available for the Business Manager if and when he/she is involved in litigation, which is directly related to his/her job responsibilities or separate counsel when required by state law.

17.0 HOLIDAYS and VACATION DAYS- The Business Manager shall be entitled to the following paid holidays:

- January 1
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day plus the day after
- Christmas Day plus the day before and the day after, exclusive of Saturday and Sunday



The Business Manager shall carry forward in this Contract and be credited on the first day of this Contract with all of his/her unused vacation leave accrued during his/her employment with the District. Vacation is to be submitted to and approved by the Superintendent; unused vacation days may not be converted to sick leave days.

In addition, the Business Manager shall receive twenty (20) days of vacation leave with full pay each year of this Contract, which shall be credited proportionately as earned beginning on July 1, 2021 and July 1st of each subsequent year of this Contract. The unused portion of such allowance of vacation leave shall accrue from year to year, provided that the Business Manager shall not carry over more than fifteen (15) unused days of vacation leave into a subsequent school year. In no event would the Business Manager ever be entitled to more than 35 vacation days in any one year.

The District shall pay the Business Manager for unused days of vacation leave at the time this Contract is terminated for any reason other than for the reasons set forth under Section 10-1080 of the Public School Code, whether voluntarily or involuntarily, at which time the District shall pay the Business Manager the then-current per diem rate of pay for each day of unused vacation leave, up to a maximum payment for thirty-five (35) days of unused vacation leave. ("Per diem rate of pay" as the term is used throughout this Contract shall equal the Business Manager's then-current gross annual salary divided by two hundred sixty.)

18.0 MEMBERSHIP IN PROFESSIONAL ORGANIZATION- The School District will pay the dues of the Business Manager to one (1) state professional organization.

19.0 ATTENDANCE AT CONFERENCES- The Business Manager may attend one (1) state or regional professional educational conference annually located within Pennsylvania. All expenses will be paid by the district including travel, registration, meals, hotel, and related expenses.

20.0 TERMINATION- This Contract may be terminated prior to the end of the Term of this Contract as follows:

- A. The Business Manager shall be subject to discharge and termination of this Contract for the reasons specified in Section 1080 of the Public School Code. However, the Board shall not arbitrarily or capriciously call for the Business Manager's dismissal and the Business Manager shall in any event have the right to written charges, notice of hearing, 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 Business Manager shall have the right to be present and to be heard, to be represented by counsel, and to present evidence, through witnesses, testimony, and documentation relevant to the issue. A transcript of the record of proceedings before the Board shall be made available without charge to the Business Manager. The Business Manager shall have the right to be represented by counsel at his/her sole cost and expense. Provided,

however, if the charges against the Business Manager are not sustained and/or should the Business Manager prevail in any hearing or appeal, the Board shall reimburse the Business Manager for all reasonable legal fees and expenses incurred by the Business Manager in the proceedings.

- B. This Contract may be unilaterally terminated by the resignation of the Business Manager at any time; provided the Business Manager gives the Board at least one hundred twenty (120) days' notice prior to the effective date of the resignation. If this Contract is terminated in this manner, the District shall pay and provide to the Business Manager all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverage and payment for unused leave, the Business Manager earned, accrued and/or is entitled to in accordance with this Contract through the effective date of his/her resignation and termination of this Contract plus any applicable post-employment and retirement benefits provided for in this Contract. In the event this Contract is terminated under this paragraph without the requisite notice, the amount paid to the Business Manager shall be reduced by the amounts paid to the Business Manager for graduate credit reimbursement during the term of this Contract.
- C. This Contract may be terminated by the mutual consent, in writing, of the Business Manager and the Board. If this Contract is terminated in this manner, the District shall pay and provide to the Business Manager all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and coverage and payment for unused leave, the Business Manager earned, accrued and/or is entitled to in accordance with this Contract through the mutually agreed upon effective date of the termination of this Contract plus any applicable post-employment and retirement benefits provided for in this Contract if otherwise eligible but for the 120 days advance notice in Subsection "B" above and any additional amount mutually agreed upon by the Board and Business Manger.
- D. This Contract shall be terminated upon the death of the Business Manager, at which time, the District shall pay to the Business Manager's estate and/or heirs all of the aggregate compensation, salary, and benefits the Business Manager earned, accrued and/or is entitled to under this Contract through the date of the Business Manager's death.

21.0 MODIFICATION - This Contract shall not be amended, changed or modified, except in writing approved of and signed by the Business Manager and approved of by the Board and signed by a duly authorized officer(s) of the Board.

22.0 SAVINGS - Should any provision of this Contract be declared illegal or unenforceable by a court of competent jurisdiction, said provision shall be deleted from this Contract to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Contract if not affected by the deleted provision. If at any time thereafter such provision shall no longer conflict with the law,

then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

23.0 OBLIGATIONS - This Contract shall be binding upon and shall inure to the benefit of District and its duly authorized representatives and successors. This Contract shall be binding upon and shall inure to the benefit of the Business Manager and, to the extent applicable, his/her personal representatives and heirs.

24.0 STATUTORY REFERENCE - All references to the Public School Code contained herein shall also refer to and incorporate any amendment or recodification of the Public School Code.

25.0 APPLICABLE LAW - This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania and venue shall be in Westmoreland County, Pennsylvania or the Federal District Court for the Western District of Pennsylvania, sitting in Pittsburgh, as the case may be.

26.0 HEADERS - Headers are for ease of reference and are NOT to be used in the interpretation of this Contract.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Contract to be duly executed the day and year first written above.

SOUTHMORELAND SCHOOL DISTRICT:

By: Michelle Williams 5/21/2021  
President, Board of School Directors Date

ATTEST: Margaret Parson 5/21/2021  
Secretary, Board of School Directors Date

EMPLOYEE:

By: Pamela Mondock 5/10/2021  
Pamela Mondock Date