

PLEASANT VALLEY SCHOOL DISTRICT
Brodheads ville, PA 18322

EMPLOYMENT CONTRACT FOR DISTRICT BUSINESS MANAGER

SUSAN H. FAMULARO

THIS AGREEMENT is made and entered into this the 26th day of January, 2017, by and between THE PLEASANT VALLEY SCHOOL DISTRICT BOARD OF DIRECTORS with offices located at 2233 Route 115, Suite 100, Brodheads ville, Monroe County, Pennsylvania 18322 (hereinafter referred to as "Board"), and SUSAN H. FAMULARO residing at 117 Evergreen Court, Saylorsburg, PA 18353, Monroe County, (hereinafter referred to as "Famularo" or "Business Manager").

I. Term of Employment

- A. The Board, in the consideration of the promises herein contained, at a regularly scheduled meeting duly and properly called on the 26th day of January, 2017, has appointed Famularo in accordance with the Public School Code. Famularo hereby accepts said employment as Business Manager of schools of the Pleasant Valley School District for a term of four (4) years beginning July 1, 2017 and ending on June 30, 2021.
- B. This contract shall terminate immediately upon the expiration of the term unless the contract is allowed to renew automatically for a period of three (3) years.

II. Responsibilities of the Business Manager

- A. Business Manager is responsible for the supervision of school district business affairs under the direction of the Superintendent, and in compliance with all the requirements of Board policy and the school code. Business Manager is also responsible for all duties specifically enumerated in the job description set forth in Exhibit C, attached hereto and incorporated herein by reference. No duties will be performed that conflict with Board policy and the school code of 1949 as amended.
- B. Business Manager or her designee shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, excepting (at the option of the Board) those executive sessions relating to her own employment or her performance evaluation.

III. Business Manager Evaluation

On or about June 15 of each year of this contract, a formal written evaluation shall be conducted by the Superintendent using the evaluative tool as set forth in the Act 93 Agreement. The Superintendent shall meet with the Business Manager and deliver to her a copy of the written evaluation and discuss its provisions.

On or about July 31 of each year, the Superintendent and the Business Manager shall prepare goals and objectives for the next school year for the Business Manager.

IV. Compensation and Benefits

A. Salary

The Business Manager's compensation for the 2017 – 2018, 2018-2019, 2019-2020, and 2020-2021 school years will be based upon the Act 93 Agreement in force and effect beginning on July 1, 2015. Salary increases shall only be awarded based on a performance evaluation of satisfactory, or better. The evaluation shall contain the following performance ratings: excellent, very good, satisfactory, needs improvement or unsatisfactory.

In the event the Act 93 and PVEA staff employees agree to accept a wage freeze at any time during the duration of this contract, the Business Manager also agrees to accept a wage freeze for the same time period.

B. Fringe Benefits and Other Benefits

The Business Manager shall also be entitled to the entire fringe benefits detailed on Exhibit A and B attached hereto and incorporated herein by reference. All compensation and benefits are outlined exclusively in this contract.

C. Outside Work

Business Manager agrees to devote her full time, attention, energy, skills and labor to her employment as District Business Manager during the term of this agreement. The Business Manager is permitted to engage in other consultative work, speaking engagements, writing, lecturing, adjunct teaching or other professional services provided the Board is informed beforehand, and does not direct the Business Manager to discontinue these activities. These activities shall not interfere with the duties of the Business Manager under this agreement. The Board retains the right to limit or terminate the Business Manager's outside work activities at any time with reasonable notice.

D. Post-Retirement Benefits

The post-retirement benefits for the Business Manager are specifically set forth in Exhibit A, Paragraph 5 contained herein.

V. Separation from Employment

A. Termination

Throughout the term of this contract, the Business Manager shall be subject to discharge for valid reasons specified in the Public School Code of the Commonwealth of Pennsylvania. In the event the Business Manager is discharged from employment, this contract shall be terminated, with no additional benefits except as herein provided.

B. Other Separation from Employment

This agreement may also be terminated by resignation of the Business Manager upon 60 days written notice to the school district or written mutual agreement by the parties.

C. Notification

At least 150 days prior to the date of the expiration of this agreement, the Board shall notify the Business Manager that the Board intends to retain her for a further term (see item I.B.) or intends to consider another candidate or candidates. In the event the Board fails to take such action at least 150 days prior to the expiration date of this agreement, this agreement shall automatically renew for an additional three (3) years from the expiration date. The Business Manager shall be responsible to notify the Board not less than 210 days prior to the expiration of this agreement in the event she intends to renew or not renew her position as Business Manager of the school district. Should the Business Manager fail to notify the Board 210 days prior to the expiration of this contract, this contract shall not automatically renew.

VI. Other Contractual Terms

A. Modification of Agreement

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

B. Savings

This contract contains the entire agreement between the parties. If during the term of this contract, it is found that a specific clause of the contract violates federal or state law, the remainder of the contract not affected by such ruling shall remain in full force and effect.

C. Applicable Laws

This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

D. Professional Liability

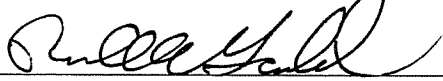
The school district shall provide a defense and pay all costs and fees associated therewith in the event a person shall institute legal action against the Business Manager which has arisen from the performance of his/her regular and customary duties as set forth in their job description and approved by the Board of Education. In the event any court of competent jurisdiction shall determine liability by the Business Manager, the district shall indemnify and hold the Business Manager harmless, which includes the payment of legal costs, damages, awards, etc. Such indemnification shall not include the liability for any intentional negligent act.

E. Obligations

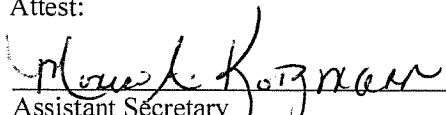
This agreement shall be binding upon and inure to the benefit of the parties, their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

PLEASANT VALLEY SCHOOL DISTRICT

By: 
Russell Gould, Board President

Attest:


Assistant Secretary

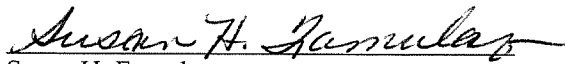

Susan H. Famularo

Exhibit A

INSURANCE

1. Health and Medical Insurance

The Business Manager shall receive a benefit plan of family medical coverage equal to the plan as set forth within the Board and PVEA and/or PVESPA, whichever is more beneficial, as provided for in the negotiated Agreement between those parties. The Business Manager covered by this Agreement will also contribute an amount equal to, and along the same terms as, any negotiated employee contribution contained in the Act 93 Agreement.

2. Dental Insurance

The Business Manager shall receive a benefit plan of family dental coverage equal to the plan as provided for in the negotiated Agreement between the Board and PVEA and/or the PVESPA, whichever is more beneficial. The Business Manager covered by this Agreement will also contribute an amount equal to, and along the same terms as, any negotiated employee contribution contained in the Act 93 Agreement.

3. Group Term Life Insurance/Additional Purchase Provision

Life Insurance for the Business Manager shall equal the amount negotiated in the Act 93 Agreement.

4. Disability/Income Protection Plan

A disability/income protection plan insurance for the Business Manager shall provide equal or superior coverage and quality as that set forth in the current Pennsylvania School Board Association (PSBA)/Assurant Long Term Disability Plan. This disability benefit is equal to 60% of the base salary.

5. Insurance Benefits for Retired Employees

The Business Manager, when eligible for pension benefits and having been an employee of the Pleasant Valley School District for a minimum of 25 years, and retires and is eligible to receive a pension, shall also continue to receive health and medical insurance benefits under the District plan at the expense of the school district for up to 10 years or through and including age 65, whichever comes first. The Business Manager shall have the option of paying the family coverage premium to the district and remain a member of the group so insured.

Sabbatical/accumulated sick day exchange options may be utilized for the purpose of health and/or long-term care insurance payments upon retirement from the Pleasant Valley School District (see Exhibit B).

6. Family Vision Coverage

The Business Manager shall receive a benefit of Family Vision Coverage equal to or better than the current Vision Benefits of America Managed Vision Care Plan.

LEAVES OF ABSENCE

1. Sick Leave

- a) The Business Manager is granted fifteen (15) sick days per school year.
- b) Accumulation and usage of sick days shall be in accordance with the provisions of the Pennsylvania School Code of 1949, as amended.
- c) The Business Manager shall be entitled to use up to five available unused sick days for family illness or emergency. The Superintendent may award additional days if the request is warranted at his/her discretion.
- d) The Business Manager may participate in a sick day bank.
- e) Sick Leave Incentive: the Business Manager will be entitled to receive an incentive based on the number of unused sick days from the afforded fifteen (15) days issued each year. This will be calculated June 30th each year based on the chart below. Payment will be made with the first pay in the new agreement year. Unused sick days will continue to accumulate.

Sick Leave Incentive Chart		
Unused Sick Days		Incentive
10 or more		\$300
8-9		\$225
6-7		140

2. Personal Leave

- a) The Business Manager shall be entitled to three (3) personal days per school year.
- b) Unused personal days may be accumulated and carried over from year-to-year up to a maximum of five (5) days. At the conclusion of each fiscal year, all unused personal days in excess of five (5) days will be automatically credited to her sick days.

3. Vacation

- a) The Business Manager shall receive twenty (20) days of vacation leave during the school year (July 1 to June 30). The Business Manager shall have until July 31st of each year hereafter to utilize said vacation days. Effective August 1 of each year, the Business Manager may accumulate a total maximum of thirty (30) days of vacation leave. Any unused non-accumulated vacation days shall be credited to her sick days.
- b) A statement of annual accumulated sick and vacation leave time shall be issued to the

Business Manager on or before July 1 of each year, by the district business office.

- c) Consecutive vacation days exceeding 2 weeks may only be taken if approved by the superintendent prior to the date of the leave.

4. Child Bearing/Child Rearing Leave

The Business Manager shall be entitled to child bearing/child rearing leave in accordance with district policy provisions and any other applicable federal or state statutes, laws and judicial decisions.

5. Sabbatical Leave

The Business Manager shall be granted sabbatical leave in accordance with the provisions set forth in Sections 1166, 1167, 1168, 1169, 1170, and 1171 of the Pennsylvania Public School Code of 1949, as amended, and approved by the Board of Education.

6. Bereavement Leave

The Business Manager shall be permitted three (3) days of paid leave for the death of an immediate family member. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchild, near relative who resides in the same household, or any other person with whom the employee has made his/her home. One (1) day shall be allowed for the death of a near relative. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law. Additional days may be granted to the Business Manager by the Superintendent, if in his or her judgment, the days are warranted. In addition, the Business Manager shall be entitled to use up to three (3) days of unused sick leave for bereavement leave.

7. Jury Duty Leave

The Business Manager shall be entitled to receive jury duty leave in the event she is called upon to serve on a jury in the state or federal courts of the Commonwealth of Pennsylvania. Salaries and benefits for the Business Manager shall continue during the term of such leave, as long as the she reimburses the school district the amount received by her from said courts as payment for jury duty.

OTHER BENEFITS

1. Education Reimbursement

In order to encourage professional growth and training for the Business Manager, the school district shall pay tuition in accordance with the following guidelines:

- a) Courses taken for which reimbursement is claimed shall be submitted to the Superintendent for approval prior to registering for the course. Approval of selected courses shall not be unreasonably withheld.
- b) Payment to the Business Manager shall be in advance at the rate of 100% of the actual tuition cost incurred, which shall not include other fees and costs charged to the Business

Manager by the college or university.

- c) Courses taken shall be from an accredited college or university.
- d) In order to be eligible for reimbursement and/or not be required to refund the tuition advancement, the Business Manager must earn in said course a grade of B or better.
- e) The Business Manager shall be responsible to purchase all required textbooks at her own expense. The District shall not purchase textbooks for the professional library.
- f) The Business Manager must remain an employee of the School District for a term of thirty-six (36) consecutive months following completion of the course work, otherwise the Business Manager shall reimburse the district the cost within 30 days of employment separation as follows:

<u>Time Period</u>	<u>Amount of Repayment</u>
Less than but not equal to one (1) year	100%
One year but less than two (2) years	66%
Two years but less than three (3) years.....	33%
Greater than or equal to three (3) years	Zero

The payback period shall begin on the date of the submission of the transcript/grades to the business manager.

The education reimbursement requirement shall be in effect pursuant to any of the following circumstances:

- a) The Business Manager is terminated for cause; or
- b) The Business Manager voluntarily resigns (non-retirement)

Upon earning a Doctorate degree from an accredited college or university, the Business Manager shall receive a salary increase of \$1,000.00 during the year she completes the degree.

2. Dues of Approved Professional Organizations

The school district shall pay the full fees necessary for membership by the Business Manager in the Pennsylvania Association of School Officials (PASBO).

The school district shall pay professional association dues not to exceed \$400 per year for the membership of the Business Manager in said association(s) of her choice.

3. Severance Termination

Upon retirement from the Pleasant Valley School District, the Business Manager's monetary compensation disbursement for unused sick and vacation days shall be placed directly into one of the school district's approved Enhanced TSA Programs in her name. The Board of Education will pay to the Business Manager retiring and eligible to receive a pension from the Public School Employees Retirement System sixty (\$60) dollars per day if the Business Manager has 50% or less than PV-earned sick days; and seventy (\$70) dollars per day if the Business Manager has more than 50% of PV-earned sick days. Unused vacation days will be paid at her per-diem rate.

Upon non-retirement separation from Pleasant Valley School District, compensation for unused vacation days and sick days shall be made directly to the employee.

4. Payment of Salary

The Business Manager shall be paid bi-weekly with the pay dates concurrent with the payment of all PVEA members.

5. Mileage and Telephone Reimbursement

Mileage shall be reimbursed to the Business Manager at the tax deductible mileage expense rate as enacted by the Internal Revenue Service (IRS). Travel within the confines of the Brodheadsville campus shall not be reimbursed.

Telephone calls made by the Business Manager from her home for school purposes shall be reimbursed upon submission of the necessary and appropriate documentation to the district business office.

6. Home/Car Vandalism

The district shall pay the cost incurred by the Business Manager due to vandalism to her home or car provided the vandalism is related to the employment and duties performed by the Business Manager. The applicable insurance deductible shall not exceed \$500 per occurrence. In the event that an incident of vandalism occurs as aforementioned, a committee consisting of the Assistant Business Manager/assistant to the Business Manager, a Board member, and another administrator shall meet to determine whether or not the vandalism is related to the employment and duties of the Business Manager.

7. Personnel File

Examination of the Business Manager's personnel file shall only be conducted by the Board of Education as an entire body in the presence of the Superintendent after prior notification to the Business Manager and with good cause shown for said review. A notation of the date and time, reason and the individuals reviewing said file shall be recorded and contained therein.

8. Contract Extensions

If at the expiration of this Agreement, a subsequent agreement has not been mutually agreed to by the Business Manager and the Board of Education, all benefits and salary compensation shall continue until the new agreement has been mutually agreed upon by both parties.

Subsequent Laws and Regulations

In the event any laws, statutes or regulations are enacted subsequent to the date of this Agreement, the contents of which are inconsistent with any terms or conditions herewith, the provisions of said laws, etc. shall take precedence, and be control the interpretation of this Agreement.

9. Merit Pay

Merit pay for the Business Manager shall equal the amount negotiated in the Act 93 Agreement.

Exhibit B

Sabbatical Exchange Option for Insurance Payments

The Business Manager is eligible for a sabbatical leave as per the provisions set forth in the Pennsylvania School Code of 1949, as amended, and who has never exercised the option of a prior paid sabbatical leave from the school district, may choose to exchange a sabbatical leave for monetary escrow funds upon retirement from the school district.

The escrow funds shall be used only for the purchase of health and/or long-term care insurance as designated by the Business Manager.

The school district shall make direct payments to the health and/or long-term care insurance carrier designated by the Business Manager. If direct billing is not feasible, for example, in the case of Medicare, the Business Manager shall be reimbursed by the school district when evidence and verification of payment is presented to the school district Business Office.

The Business Manager may choose to continue coverage in the school district group health plan. Any and all interest earned on the escrow funds shall be the property of the school district (the Business Manager shall receive this benefit until the accumulated funds as set forth above are exhausted).

Escrow Determination/Calculation

The Sabbatical Exchange escrow funds shall be calculated by determining the cost difference between the total cost of the Business Managers sabbatical leave and the continuous employment in the school district. A replacement Business Manager's salary shall be determined at 10% less than the incumbent Business Manager. An example of the calculation is set forth in the document attached hereto and made a part of this memorandum.

Unexpended Fund(s)

In the event of the retired Business Manager's death, the unexpended Sabbatical Exchange escrow funds shall remain the property of the school district.

Procedure

When the Business Manager wishes to exercise the Sabbatical Exchange Option as set forth above, she must declare in writing to the school district business office, her intent at least one (1) year prior to the effective date of retirement. The Business Manager must request the establishment of the escrow funds.

The school district Business Manager will establish the tentative escrow fund amount during the last year of the Business Manager's employment. A final determination will be made as of the last day of the Business Manager's employment with the school district.

Health and/or long-term care insurance premiums shall be paid to an insurance carrier as designated by the Business Manager. If direct billing is not feasible, for example, in the case of Medicare, the Business Manager will be reimbursed by the school district when evidence and verification of payment is presented to the school district.

ADMINISTRATIVE HEALTH INSURANCE ESCROW DETERMINATION

Administrative retiree

Jane Doe

Date:

January 1, 2012

Date of Hire

October 3, 1992

Years Service with PVSD

19

Years PSERS Service

25

Date Eligible For Escrow

October 4, 1997

Escrow Determination(Tentative/Final)

Tentative

Sabbatical Exchange Escrow:

Current Salary 75,604

Current Benefits 25,924

Total 101,528

Sabbatical Salary (50%) 37,802

Sabbatical Benefits (100%) 25,924

Total Sabbatical Salary & Benefits 63,726

Replacement Administrator (90%) 91,376

Total Sabbatical Cost: 155,102

Less

Continuous Service to District Cost 101,528

Sabbatical Exchange Escrow 53,574

Signature: Business Manager

Date

Signature: Administrator

Date

Exhibit C

PLEASANT VALLEY SCHOOL DISTRICT Brodheadsville, Pennsylvania 18322

POSITION DESCRIPTION

POSITION: Business Manager

REPORTS DIRECTLY TO: Superintendent

PURPOSE: Is responsible for the oversight of the general business affairs of the school district, providing leadership and supervision to help assure adequate fiscal control in accordance with local, state and federal laws, regulations and policies while managing, supervising, and/or performing required duties with regard to auditing, cash management and investments, debt service, financial accounting and reporting, financial planning and budgeting, National School Lunch Program, insurance/risk management, negotiations, office management, payroll, bidding and purchasing, capital assets, and tax administration.

FUNCTIONS:

1. Follows all laws, Board Policies, regulations, rules, and procedures and complies with the instructions and/or directives from his/her supervisor(s).
2. Works primarily independently in assigned settings.
3. Establishes an effective working rapport with all other staff and maintains a positive relationship with the school district's internal and external publics.
4. Maintains a consumer-friendly demeanor when working with internal and external publics and assists visitors and other persons with any information or directions they may need.
5. Establishes a system of control for budget execution and directs and supervises all financial accounting in the school district.
6. Assists and cooperates with outside auditing agencies in the conduct of approved audits and/or review of the school district's fiscal records.

7. Translates the educational needs of the school district into short- and long-term financial plans.
8. Prepares the annual school district budget in conjunction with the Superintendent, reviews it with administration, and presents it for approval and adoption by the Board.
9. Prepares cost analysis reports concerning the operation of the school district as requested.
10. Becomes familiar with all sources of revenues for school district purposes and explores possibilities for new sources.
11. Works with all applicable parties in securing the funds necessary to operate the school district's educational program.
12. Oversees purchases when bidding is required, prepares supply lists, assists in writing specifications for bidding and advertising and tabulates bids, all in accordance with established purchasing policy and applicable laws and regulations and presents recommended bid awards for Board approval.
13. With regard to new construction and/or renovations, works with attorneys and financial advisors to effect suitable financing; prepares documents as required for PlanCon processing and bond offerings; oversees the distribution of payments for construction in progress; and performs any another necessary tasks.
14. Provides the Superintendent, other staff members and/or entities, and the Board with facts and information that help them in their relations with the internal and external publics.
15. Assists the Superintendent in preparing for and/or conducting negotiations.
16. Ensures the maintenance of adequate records for all school district employees regarding salary, retirement, social security, withholding taxes, wage taxes and insurance, and the like.
17. Oversees the administration of the school district's retirement, health and life insurance programs, advises employees regarding these programs, and works closely with benefit providers.
18. In conjunction with the Business Office staff, oversees the preparation and certification of the accuracy of monthly and annual financial reports required by the Superintendent, Board, PA Department of Education and other agencies of government and applicable agencies/entities.
19. Establishes the accounting systems necessary to provide the Superintendent, administrators, and the Board with accurate financial facts as the basis for formulating policies, regulations, and decisions.
20. Oversees the investment of school district funds to insure effective cash flow and in a manner that provides investment returns at minimized risk levels.
21. Evaluates hardware and software for computerized systems for effecting the financial and business-related reporting requirements of the school district.

22. Maintains adequate general liability and property casualty coverage for the school district and personnel, as required.
23. Administers student accident insurance coverage and policy information.
24. Submits information for inclusion in agendas for Board meetings.
25. At the pleasure of the Board, serves as non-voting Secretary of the Board.
26. Develops and implements policies, regulations and procedures in the area of school business management, generally accepted accounting practices, and related activities.
27. Maintains contemporary professional awareness and promotes personal professional growth through participation in professional development activities.
28. Attends all required meetings, including meetings of the Board, other meetings pertinent to his/her assignment, and/or as directed by the Superintendent or designee.
29. Prepares and submits reports as required by the Superintendent, Board, or other applicable entity.
30. Works the hours necessary to ensure the functions of the position are effectively administered.
31. Performs the work described herein without posing a direct threat to the health or safety of himself/herself or others.
32. Performs other duties and related tasks as assigned by the Superintendent or designee.

QUALIFICATIONS:

1. Has the ability to read, write, and speak English fluently.
2. Minimum qualifications include a bachelor's degree in business administration, accounting or related disciplines.
3. A master's degree in business administration along with PRSBA certification is preferred.
4. Has five (5) years of experience as a school district business administrator or the equivalent.
5. Has the ability to perform all previously mentioned functions and possesses effective communication, judgmental, planning, organizational, problem-solving, and human relations skills.
6. Must possess and display the ability to follow directives and adhere to the established chain of command.
7. Must be dependable, punctual, flexible, appropriately attired, neat in appearance, and able to manage time appropriately.

8. Must maintain a professional demeanor and image.
9. Must be courteous to students, staff and the general public.
10. Must possess adequate interpersonal skills, demonstrating the ability to work independently and/or on a team.
11. Possesses necessary technology-related knowledge and individual computer/technology-related skills.
12. Provides evidence of professional growth and development by keeping current of issues in the field.

PHYSICAL REQUIREMENTS:

1. Must be able to remain in a stationary position for prolonged periods of time.
2. Must be able to move about the work area to access materials, file cabinets, machinery, etc.
3. Must be able to operate equipment relative to his/her position for use and simple service or repair.
4. Must be able to travel between school district buildings and other job-related locations as necessary.
5. Must be able to withstand changes in environmental conditions inside and outside of the work facility, and to adapt to these changes.
6. Must be able to attend evening meetings.
7. Must be able to access all work areas and locations.
8. Must be able to lift as required.

This position description does not state or imply that these are the only duties to be performed by the employee occupying this position. Employees in this position will be required to perform any other duties requested by their administrator(s) and/or supervisor(s).

The position holder must be able to perform the essential job functions with or without reasonable accommodation. It is the responsibility of the employee to inform the school district of any and all reasonable accommodations that will be required.

July 2013

11.11.11

