

Brodheadsville, PA 18322

EMPLOYMENT CONTRACT FOR DIRECTOR OF HUMAN RESOURCES

JOHN T. BURRUS

THIS AGREEMENT is made and entered into this 26th day of October, 2017, by and between THE PLEASANT VALLEY SCHOOL DISTRICT BOARD OF DIRECTORS, with offices located at 2233 Route 115, Suite 100, Brodheadsville, Monroe County, Pennsylvania 18322 (hereinafter referred to as "Board"), and JOHN T. BURRUS residing at 264 McIlhaney Road, Saylorsburg, PA 18353, Monroe County, (hereinafter referred to as "Burrus" or "Director of Human Resources").

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 October, 2017, has appointed Burrus in accordance with the Public School Code. Burrus hereby accepts said employment as Director of Human Resources of schools of the Pleasant Valley School District for a term of three (3) years beginning May 1, 2018 and ending on April 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 Director of Human Resources

- A. The Director of Human Resources is responsible for and plans and directs the program of human resources for certificated and classified employees, including recruitment, selection, employment, and evaluation of the staff of the district ensuring that personnel functions conform to district, state, and federal requirements under the direction of the Superintendent, and in compliance with all the requirements of Board policy and the school code. The Director of Human Resources 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. The Director of Human Resources or 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 his own employment or his performance evaluation.

III. Director of Human Resources Evaluation

On or about June 15th 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 Director of Human Resources and deliver to him a copy of the written evaluation and discuss its provisions.

On or about July 31st of each year, the Superintendent and the Director of Human Resources shall prepare goals and objectives for the next school year for the Director of Human Resources.

IV. Compensation and Benefits

A. Salary

1. The Director of Human Resources' compensation for the period beginning May 1, 2018 and ending on April 30, 2021 will be based upon the Act 93 Agreement in force and effect beginning on July 1, 2014. 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.
2. 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 Director of Human Resources also agrees to accept a wage freeze for the same time period.

B. Fringe Benefits and Other Benefits

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

C. Outside Work

The Director of Human Resources agrees to devote his full time, attention, energy, skills and labor to his employment as Director of Human Resources during the term of this agreement. The Director of Human Resources 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 Director of Human Resources to discontinue these activities. These activities shall not interfere with the duties of the Director of Human Resources under this agreement. The Board retains the right to limit or terminate the Director of Human Resources' outside work activities at any time with reasonable notice.

D. Post-Retirement Benefits

The post-retirement benefits for the Director of Human Resources are specifically set forth in Exhibit A, Paragraph 5 contained herein.

V. Separation from Employment

A. Termination

Throughout the term of this contract, the Director of Human Resources shall be subject to discharge for valid reasons specified in the Public School Code of the Commonwealth of Pennsylvania. In the event the Director of Human Resources 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 Director of Human Resources upon sixty (60) days written notice to the school district or written mutual agreement by the parties.

C. Notification

At least one hundred fifty (150) days prior to the date of the expiration of this agreement, the Board shall notify the Director of Human Resources that the Board intends to retain him 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 one hundred fifty (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 Director of Human Resources shall be responsible to notify the Board not less than two hundred ten (210) days prior to the expiration of this agreement in the event he intends to renew or not renew his position as the Director of Human Resources of the school district. Should the Director of Human Resources fail to notify the Board two hundred ten (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 Director of Human Resources 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 Director of Human Resources which has arisen from the performance of his regular and customary duties as set forth in the job description and approved by the Board of Education. In the event any court of competent jurisdiction shall determine liability by the Director of Human Resources, the district shall indemnify and hold the Director of Human Resources harmless, which includes the payment of legal costs, damages, awards, etc. Such indemnification shall not include the liability for any intentional act.

E. Transfer of Sick Leave

At the time the Director of Human Resources commenced his employment with the school district, he transferred twenty-five (25) sick days as mandated by the School Code. As an additional benefit, he was entitled to transfer one hundred (100) sick days which may be banked in the event of a catastrophic illness. These days are not eligible for reimbursement as outlined in the Act 93 Agreement, and all accumulated sick leave must be exhausted prior to using these days.

F. 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 A. Gould, Board President

Attest:


Secretary



John T. Burrus

Exhibit A

INSURANCE

1. Health and Medical Insurance

The Director of Human Resources shall receive a benefit plan of family medical coverage equal to the plan as set forth within the Board and PVEA, as provided for in the negotiated Agreement between those parties. The Director of Human Resources 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 Director of Human Resources 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. The Director of Human Resources 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 Director of Human Resources shall equal the amount negotiated in the Act 93 Agreement.

4. Disability/Income Protection Plan

A disability/income protection plan insurance for the Director of Human Resources 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

At such time Director of Human Resources has been employed by the Pleasant Valley School District for a minimum of ten (10) years, is eligible for pension benefits and retires and meets the PSERS superannuation requirement, he shall also continue to receive health and medical insurance benefits under the District plan for himself, at the expense of the school district for up to ten (10) years or through and including age sixty-five (65), whichever comes first. Burrus shall have the option of paying the family coverage premium to the district and remain a member of the group so insured.

Director of Human Resources having been hired prior to July 1, 2015 may utilize retirement compensation for the purpose of health and/or long-term care insurance payments upon retirement from the Pleasant Valley School District. The amount of such compensation shall equal the number of years of service to the Pleasant Valley School District divided by thirty-five (35), then multiplied by the eligible employee's calculated sabbatical exchange escrow amount, an example of which is attached hereto, made a part hereof, and marked Exhibit B.

6. Family Vision Coverage

The Director of Human Resources 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 Director of Human Resources 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 Director of Human Resources 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 Director of Human Resources may participate in a sick day bank.
- e) Sick Leave Incentive: Director of Human Resources shall 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)

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

2. Personal Leave

- a) The Director of Human Resources 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 his sick days.

3. Vacation

- a) The Director of Human Resources shall receive twenty (20) days of vacation leave during the school year (July 1 to June 30). The Director of Human Resources shall have until July 31" of each year hereafter to utilize said vacation days. Effective August 1 of each year, the Director of Human Resources may accumulate a total maximum of thirty (30) days of vacation leave. Any unused non-accumulated vacation days shall be credited to his sick days.
- b) A statement of annual accumulated sick and vacation leave time shall be issued to the Director of Human Resources on or before July 1 of each year by the district business office.

4. Child Bearing/Child Rearing Leave

The Director of Human Resources 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 Director of Human Resources 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 Director of Human Resources 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 Director of Human Resources by the Superintendent, if in his or her judgment, the days are warranted. In addition, the Director of Human Resources shall be entitled to use up to three (3) days of unused sick leave for bereavement leave.

7. Jury Duty Leave

The Director of Human Resources shall be entitled to receive jury duty leave in the event he is called upon to serve on a jury in the state or federal courts of the Commonwealth of Pennsylvania. Salaries and benefits for the Director

of Human Resources shall continue during the term of such leave, as long as the he reimburses the school district the amount received by him from said courts as payment for jury duty.

OTHER BENEFITS

1. Education Reimbursement

In order to encourage professional growth and training for the Director of Human Resources, 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 Director of Human Resources 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 Director of Human Resources 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 Director of Human Resources must earn in said course a grade of B or better.
- e) The Director of Human Resources shall be responsible to purchase all required textbooks at his own expense. The District shall not purchase textbooks for the professional library.
- f) The Director of Human Resources 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 Director of Human Resources shall reimburse the district the cost within thirty (30) days of employment separation as follows:

Time Period Amount of Repayment

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 Director of Human Resources.

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

- a) The Director of Human Resources is terminated for cause; or,
- b) The Director of Human Resources voluntarily resigns (non-retirement).

2. Dues of Approved Professional Organizations

The school district shall pay the full fees necessary for membership by the Director of Human Resources in the Pennsylvania Association of School Personnel Administrators (PASPA).

The school district shall pay professional association dues not to exceed \$400 per year for the membership of the Director of Human Resources in said association(s) of his choice.

3. Severance Termination

Upon retirement from the Pleasant Valley School District, the Director of Human Resources' 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 his name. The Board of Education will pay to the Director of Human Resources retiring and eligible to receive a pension from the Public School Employees Retirement System sixty (\$60) dollars per day if the Director of Human Resources has 50% or less than PV-earned sick days; and seventy (\$70) dollars per day if the Director of Human Resources has more than 50% of PV-earned sick days. Unused vacation days will be paid at his 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 Director of Human Resources 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 Director of Human Resources 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 Director of Human Resources from his 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 Director of Human Resources due to vandalism to his home or car provided the vandalism is related to the employment

and duties performed by the Director of Human Resources. 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 Director of Human Resources.

7. Personnel File

Examination of the Director of Human Resources' 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 Director of Human Resources 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 approved by the Board of Education, all benefits and salary compensation shall continue until the new agreement has been approved by the District.

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

9. 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.

10. Merit Pay

Merit pay for the Director of Human Resources shall equal the amount negotiated in the Act 93 Agreement.

Exhibit B

ADMINISTRATIVE HEALTH INSURANCE ESCROW DETERMINATION

Administrative retiree

Jane Doe

Date: January 1, 2012

Escrow Determination(Tentative/Final)

Tentative

Sabbatical Exchange Escrow:

Current Salary	75,604
Current Benefits	<u>25,924</u>
Total	<u>101,528</u>
Sabbatical Salary (50%)	37,802
Sabbatical Benefits (100%)	<u>25,924</u>
Total Sabbatical Salary & Benefits	63,726
Replacement Administrator (90%)	91,376
Total Sabbatical Cost:	<u>155,102</u>
Less	
Continuous Service to District Cost	<u>101,528</u>
Sabbatical Exchange Escrow Base	53,574
Years of PVSD Service 6/30/2011	<u>25</u>
Divided by 35 Years	35
% of Entitlement	71%
Sabbatical Exchange Escrow	38,266.89

Exhibit C

**PLEASANT VALLEY SCHOOL DISTRICT
Brodheadsville, Pennsylvania 18322**

POSITION DESCRIPTION

POSITION: Director of Human Resources

REPORTS DIRECTLY TO: Superintendent

PURPOSE: Under the supervision of the Superintendent, plans and directs the program of human resources for certificated and classified employees, including recruitment, selection, employment, and evaluation of the staff of the district ensuring that personnel functions conform to district, state, and federal requirements.

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. Oversees and collaborates with all administrators/supervisors and applicable staff to effectively administer to all personnel-related policies, regulations, procedures, agreements, concerns, and issues, in order to maintain an effective and efficient school district workforce.
5. Helps ensure that school district personnel adhere to all federal and states guidelines and regulations, as well as all school district policies, regulations, rules and procedures.
6. Helps ensure a safe and productive working environment that is conducive to learning.
7. Assists the Superintendent in addressing employee issues and/or conducting investigations with regard to personnel, including the delivery of disciplinary consequences.
8. Conducts and/or supervises such studies or research as desirable or required to help ensure continuous improvement of the personnel office and/or the performance of school district personnel.

9. Coordinates the recruitment, interviewing and hiring of prospective school district employees, including other administrative personnel depending upon the position being hired and/or as directed by the Superintendent.
10. Coordinates the recruitment, interviewing and hiring of all personnel who serve in a substitute capacity.
11. Works in conjunction with the Assistant to the Superintendent for Curriculum and Instruction and other administrative staff in determining personnel needs.
12. Assumes the responsibility for compiling data and reporting with regard to personnel for the Superintendent, Pennsylvania Department of Education and other legitimate agencies/authorities.
13. Assumes the responsibility for the maintenance of employee records.
14. Assumes the responsibility for developing and/or properly maintaining all personnel-related handbooks, manuals, policies, regulations and procedures, updating as necessary.
15. Serves as the "New Teacher Induction" coordinator for the school district and ensures proper orientation and, as needed, training for all new school district staff.
16. Assists the Superintendent in handling grievances submitted by school district employees.
17. Assumes the responsibility for ensuring that current and accurate position descriptions exist for each position.
18. Serves as the Title IX, Section 504, and Equal Opportunity coordinator for the school district.
19. Serves as the liaison for all contractors that deliver services to the school district when the need for clearances and/or other required documents and/or records are required and ensures the appropriate recording and/or storage of such.
20. Assists in the process of negotiations with all school district bargaining units and employee groups.
21. Reports to the Superintendent on the progress of observations/evaluations of all professional and support staff.
22. Assists the Superintendent and/or designee(s) in developing long-range plans that are consistent with personnel needs, curricular and instructional needs, population trends, community needs, cultural needs and the appropriate use of

school district facilities pursuant to established objectives.

23. Communicates with staff members regarding pertinent new laws, regulations, policies, rules, procedures and judicial decisions.
24. Reviews and recommends to the Superintendent modifications to school district policies, regulations and agreements that are in line with recent court decisions and state/federal regulations and helps ensure the appropriate dissemination of such.
25. In conjunction with other applicable administrative staff, assumes the responsibility for coordinating the delivery and/or curtailment of technology use/access regarding personnel.
26. Develops those areas of the school district's budget pertinent to his/her assignment.
27. Advises the Superintendent and Business Manager on budget items related to the personnel office.
28. Act as liaison between CIU 20 and the school district with regard to personnel-related issues.
29. Maintains contemporary professional awareness and promotes personal professional growth through participation in professional development activities.
30. Attends meetings of the School Board and other meetings pertinent to his/her assignment and/or as directed by the Superintendent or designee.
31. Works the hours necessary to ensure the functions of the position are effectively administered.
32. Performs the work described herein without posing a direct threat to the health or safety of himself/herself or others.
33. 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. Has a minimum of five (5) years of school-related administrative experience is preferred.
3. Provides evidence of experience in developing and directing staff and handling personnel-related issues.

4. Has an understanding of the process of observation/evaluation of personnel.
5. Has experience in reviewing credentials and interviewing personnel.
6. Has a strong ability to articulate and communicate with professional personnel and the school district's internal and external publics.
7. Provides evidence of experience in developing, coordinating and administering personnel-related programming.
8. Has the ability to drive and possesses a valid driver's license.
9. Must possess adequate interpersonal skills, demonstrating the ability to work independently and/or on a team.
10. Must be dependable, punctual, flexible, appropriately attired, neat in appearance, and able to manage time appropriately.
11. Possesses necessary technology-related knowledge and individual computer skills.
12. A working knowledge of the relationships existing between the school district and other educational entities is preferred.
13. Possesses effective communicative, judgmental, organizational, planning, problem-solving, and human relations skills and has the ability to work cooperatively with employees, other school districts and educational institutions, and the public in satisfying the needs and responsibilities of the assigned functions.
14. 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, office 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. The employee in this position will be required to perform any other duties requested by his/her 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.

September 2017