

AGREEMENT FOR EMPLOYMENT OF BUSINESS MANAGER

**FORT CHERRY SCHOOL DISTRICT
AND
MRS. JESSICA DRYLIE**

**5 YEAR CONTRACT
May 22, 2017 to May 22, 2022**

This Agreement is made this 22nd day of May, 2017, by the between the Fort Cherry School District ("District"), having its administrative office located at 110 Fort Cherry Road, McDonald, PA 15057, and Mrs. Jessica Drylie, ("Drylie").

WHEREAS, the District desires to employ Drylie as Business Manager in accordance with the provisions of Section 1089 of the Pennsylvania Public School Code of 1949.

NOW, THEREFORE, the parties hereto, with the intent to be legally bound hereby, agree as follows:

ARTICLE I. TERM

1. TERM.

The District agrees to employ Drylie to serve as Business Manager of the District and Drylie agrees to serve the District in said capacity and under such title for the term of 5 (five) years, ending on May 22, 2022 .

2. TERMINATION.

Prior to the expiration date stated for this Agreement, the Agreement may be terminated only by:

- a. Resignation of the Business Manager upon sixty (60) days written notice to the Board;
- b. Retirement;
- c. Written mutual agreement of the parties, or
- d. Discharge of the Business Manager for failure to perform any specific or assigned duties after being specially directed to perform said duty in writing by the Superintendent, breach of this Agreement and failure to cure the default within ten (10) days, two (2) unsatisfactory work performance ratings issued not less than 6 months apart from the Superintendent or any of the causes stated in Section 1089 of the Public School Code of 1949, as amended.

3. **SEVERANCE.**

In the event the Board prior to the expiration of the term, severe the employment between the District and Drylie, the Board should pay the employee:

- a. If more than six months remain in the contract, the severance package would be equal to at least six months of salary.
- b. If less than six (6) months remain in the Agreement, the employee will be paid balance of the salary remaining in the term of the contract.
- c. No severance will be due if separation is due to terms set forth in paragraph 2d.

4. **RENEWAL.**

This Agreement shall be automatically renewed from year to year after May 26, 2022, unless notified by either party ninety (90) days prior to expiration.

ARTICLE II. DUTIES

1. **RESPONSIBILITIES.**

Drylie agrees to discharge all responsibilities and duties customarily expected of a Business Manager and, as applicable, those duties assigned by the Superintendent of the Schools and/or the Board of School Directors, which duties shall include, but not limited to those duties and responsibilities enumerated in Appendix A hereto.

- a. Drylie agrees to and shall perform the duties of Business Manager with such knowledge and skill as reasonably prudent, aligned with business administrators in the community would in such circumstances
- b. Drylie shall be responsible for the adequate and efficient organization and conduct of the District's business and financial affairs in accordance with such policies as the District may adopt, regulations promulgated by regulatory agencies, and the laws of the Commonwealth of Pennsylvania and the Federal Government
- c. Drylie will keep the Superintendent and the Board of School Directors informed about the District's business affairs and finances, as well as about the status of the business office and its operations.

2. **WORK YEAR.**

The Business Manager shall be a twelve (12) month Administrator and will work as needed or directed by the Superintendent, this includes but not limited to board meetings, budget hearings, and budget adoption meetings. The following paid holidays will be granted: Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas Day, day after Christmas, New Year's Eve, New Year's Day, Good Friday, Memorial Day, and July 4th.

ARTICLE III. EVALUATION

The Superintendent shall evaluate the performance of the Business Manager at the end of each fiscal year, June 30th. Within 30 calendar days, the Business Manager will receive a written evaluation, using the set evaluation tool found in Appendix B hereto. The evaluation tool shall be based upon achievement of goals, job performance, and other additional and measureable objectives.

The Superintendent and Business Manager will attempt to meet on or before August 1 of each contract year, but no later than the first day of September, for the purpose of establishing mutual goals and objectives.

Both parties agree that the evaluation process shall be privileged and that each party shall respect the confidentiality of the discussions. Nothing contained herein, however, shall prevent the School District from using any such evaluation in a dismissal hearing properly brought under Section 1080 of the Public School Code of 1949, as amended.

ARTICLE IV. COMPENSATION

1. **SALARY**

The Business Manager's salary shall be set at Seventy-five Thousand Dollars (\$75,000) per annum commencing May 23, 2017. The established annual salary shall be paid in equal installments in accordance with the policy governing payment of salary for the other twelve (12) month Administrative employees of the School District.

2. **SALARY ADJUSTMENT**

Any adjustments in the Business Manager's salary during the term of this Agreement shall be deemed an amendment to this Agreement. Provided, however, that such adjustments shall not be construed as either creating a new contract between the School District and the Business Manager, or in any manner extending the anticipated termination date of this Agreement.

3. **ANNUAL SALARY ADJUSTMENT**

The Business Manager shall receive a 2.8% or CPI, whichever is greater, salary increase for each year of the contract beginning July 1, 2018 so long as the overall rating is proficient.

ARTICLE V. FRINGE BENEFITS

1. **VACATION.**

The Business Manager shall receive twenty (20) days of vacation per contract year, commencing July 1, 2017. In that not all of the vacation days are used by June 30, up to five (5) unused vacation days shall carry over to the next year school year. The Business Manager's vacation days, inclusive of the vacation days carried over shall never exceed twenty-five (25) in any given year.

In the event the Business Manager's employment with the District should terminate prior to the end of the first contract year (June 30, 2018), vacation day entitlement and payment for unused vacation days shall be prorated based upon the number of days worked compared to the number of work days in the contract year. The Business Manager shall be reimbursed on a per diem basis for the unused prorated vacation days. In the event the Business Manager shall already have exceeded the number of prorated days, a corresponding per diem sum shall be deducted from her final paycheck.

2. **BEREAVEMENT.**

- a. Business Manager shall be granted up to three (3) days of leave at any one (1) time without loss of salary in the event of a death in the professional employee's immediate family.

Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, grandchild, husband, wife, parent-in-law, or near relative who resides in the same household, or any person with whom the employee has made his/her home.

- b. Business Manager shall be granted up to one (2) day leave at any one (1) time without loss of salary in the event of a death of any professional employee's near relative.

A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

- c. The Board may extend the period of absence with pay in its discretion as the exigencies of the case may warrant.

3. **ILLNESS AND INJURY**

- a. If the Business Manager is prevented by illness (which shall include disability resulting from pregnancy) or accidental injury from following one's occupation shall receive as pay for each day of absence, up to thirteen (13) days in the same school year in which the illness or accidental injury occurs, the same wage payment said Business Manager would have received had said person actually performed one's duties during said period.
- b. Any unused portion of the aforesaid thirteen (13) days absence period may be accumulated in the employed school district from year to year. Such absence time with pay as may have been accumulated in the employed school district may be applied in any one or more subsequent school years in the event the Business Manager is prevented by illness or accidental injury from following one's occupation. Accumulated sick leave from other school districts may be transferred to the Fort Cherry School District as provided by the Pennsylvania School Code of 1949, as amended and any additional discretion allowed by the Board.
- c. In the case of accidental injury while on the job, the Business Manager must file a claim for Worker's Compensation within three (3) working days of the accident. If there develops a period of time during which the Business Manager is not compensated by the Worker's Compensation Carrier, the Business Manager will be permitted to use accumulated sick leave for those periods of non-compensation. A Business Manager shall not lose any sick leave days or salary because of an injury resulting from an assault by a student or any Fort Cherry Employee, if said person acted in a proper professional manner as determined by a committee composed of one (1) Superintendent (or designee), one (1) Administrator, and one (1) Board Member.

4. **PERSONAL LEAVE.**

The Business Manager shall be entitled to three (3) paid days of absence for personal reasons per contract year. Unused personal days may accumulate to a maximum of seven (7) days. Should the Business Manager's employment with the School District terminate for any reason whatsoever prior to the end of the first year of the contract (June 30, 2018), she shall only receive a prorated portion of personal days for that contract year.

5. **PAID CONFERENCES.**

The Business Manager shall be encouraged to gain professional growth within her field. Therefore, the Business Manager upon approval from the Superintendent may attend conferences, seminars, workshops, and/or meetings and be reimbursed for reasonable expenses per board policy incurred in attending such professional development opportunities. Upon return from each professional development, the Business Manager shall submit a written and/or verbal report to the Superintendent.

6. **MEDICAL INSURANCE.**

Business Manager's medical benefits will coincide with the benefit package granted to professional employees under the collective bargaining agreement.

A buy-out provision of the Fort Cherry School District Major Medical/Prescription Drug Program (the program) for the Business Manager is the buy-out reimbursement for the professional employees, which is single rate of the professional employee collective bargaining agreement.

In order to participate in the buy-out program, the employee must be covered under a similar health program. If for some reason the employee desires to be reinstated in the District health program, the normal rate of premium co-pay will be deducted from the employee's pay.

Any additional medical, dental, or vision benefits to and co-payments for the professional employees during the length of this agreement shall automatically be included in this agreement.

7. **PHYSICAL EXAMINATION.**

During the term of this Agreement, the Business Manager shall have the right to a complete physical examination annually at the expense of the School District. Said expenses are limited to those not covered by the employee's health insurance.

8. **LIFE INSURANCE.**

The Board shall provide a term life insurance policy in the amount of \$100,000 for the life of the Business Manager's contract.

9. **PROFESSIONAL ASSOCIATION MEMBERSHIP.**
The School District shall pay the annual dues for the Business Manager's membership in, the local and state chapters of the PASBO, as well as any other association deemed appropriate by the Superintendent and/or Board of School Directors.

10. **CONTINUING EDUCATION.**
The Business Manager shall be reimbursed for tuition in the amount of one hundred percent of the first eighteen (18) credits per year, at the University of Pittsburgh rate, for furthering their education in the field of educational administration, or other related fields of school business administration. In order to be eligible for reimbursement, the administrator must obtain prior approval by the Superintendent of the course(s) and submit evidence of successful completion (B- or better grade or P if class is pass/fail).

In receiving tuition reimbursement, the employee agrees to remain in service to the district for two (2) full school term (July 1 through June 30) or until the end of the given contract, whichever comes first, following the completion of the course for which the district has reimbursed tuition. If the employee receives tuition reimbursement, but leaves the district for any reason prior to fulfilling this requirement, the employee will be required to pay back the entire reimbursement amount (made within the preceding two (2) full school terms) to the district within 30 days .

11. **EXPENSES.**
All reasonable and necessary business and professional development expenses incurred in the performance of the contract shall be reimbursed upon proper documentation. The Business Manager shall comply with all School Board policies concerning such activities and have prior approval from the Superintendent.

12. **MILEAGE.**
The Business Manager shall be reimbursed for use of her private vehicle, while on school district business at the mileage rate from the time to time set by the Internal Revenue Services. There will be no reimbursement for travel to and from the workplace. All requests for reimbursement may be turned in monthly to the business office.

13. **INDEMNIFICATION AND LIABILITY.**
The District shall agree that it will defend and indemnify the Business Manager, Drylie, from any and all demands, claims, suits, actions, and legal proceedings brought against the Fort Cherry Business Office and employee, Drylie, in her individual or official capacity as agent and employee of the District consistent with and to the extent required by the Political Subdivision Tort Claims Act, 42 P.S.C.A. ss8541, et seq.

ARTICLE VI. MISCELLANEOUS

1. **ENTIRE AGREEMENT**

This Agreement constitutes the full and complete understanding between the parties hereto. Any attempt to modify or amend this Agreement shall be effective only upon the execution of a written document by all parties hereto embodying such changes as have been agreed upon. Any prior written agreements, documents, contracts prior writings of any kind between the parties are superseded by this Agreement to the extent that they are inconsistent with this Agreement. Neither party hereto has made nor relied upon any statement, representation or warranty not expressly set forth herein as an inducement to enter into this Agreement.

2. **SEVERABILITY CLAUSE.**

Should any term, condition, clause or provision of this Agreement be declared illegal by a court of competent jurisdiction, or otherwise be determined or declared to be void or invalid as a matter of law, then only that term, condition, clause or provision shall be stricken from this Agreement and in all other respects this Agreement shall be valid and continue in full force, effect and operation. The remaining terms, conditions, clauses and provisions shall remain in full force and effect for the duration of the Agreement if not affected by the deleted term, condition, clause or provision.

3. **STATUTORY REFERENCE.**

All references to the Public School Code of 1949 contained herein shall also refer to any amendment or recodification of such Law.

4. **CHOICE OF LAW.**

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

5. **INUREMENT.**

This Agreement shall be binding upon the parties hereto, their successors, assigns, administrators, executors and heirs.

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

ATTEST:

Lori A. Cowden
Board Secretary

FORT CHERRY SCHOOL DISTRICT

By

John McKay
President of Board

WITNESS:

Lise Jacoby

Jessica Drylie
Mrs. Jessica Drylie