

PLUM BOROUGH SCHOOL DISTRICT

DIRECTOR OF BUSINESS AFFAIRS

THIS AGREEMENT, made and entered into this _____ day of January, 2016, by and between the **PLUM BOROUGH SCHOOL DISTRICT** (hereinafter referred to as the “School District”)

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D**

EUGENE J. MARRACCINI, of Allegheny County, Pennsylvania (hereinafter referred to as “Marraccini” or “Director of Business Affairs”).

PREAMBLE

WHEREAS, the Board of School Directors of the Plum Borough School District by Board Motion of January 26, 2016 reappointed Eugene J. Marraccini as the Director of Business Affairs for a term of three (3) years; and

WHEREAS, the Parties have agreed upon certain terms and conditions of employment and desire to reduce said terms and conditions to writing.

NOW THEREFORE, the Parties intending to be legally bound, and in consideration of the mutual covenants contained herein, do hereby agree as follows:

ARTICLE I. TERM

1.0 Term. The School District hereby appoints Eugene J. Marraccini to the position of Director of Business Affairs of the Plum Borough School District for a three year term commencing January 1, 2016 and terminating midnight December 31, 2018.

1.1 Sixty-Day Notice. In the event Marraccini would unilaterally elect to leave his employment at Plum Borough School District prior to the expiration of said term, he shall give sixty (60) calendar days written notice to the School District's Board. For purposes of computing said sixty (60) days, vacation days shall not be counted. The Parties hereto acknowledge that the replacement and training of a new Director of Business Affairs necessarily causes the School District to incur various expenses and loss productivity, which items equate to pecuniary losses, which cannot be adequately reduced to a specific money amount. Therefore, the District requires that the Director of Business Affairs provide training for a newly designated Director of Business Affairs within the sixty (60) day termination period.

1.2 Termination for Cause. The School District shall have the right to sooner terminate this Agreement and dismiss the Director of Business Affairs for incompetency, intemperance, neglect of duty, violation of any of the School Laws of the Commonwealth, violation of School Board Policy or directives of the School Board and/or Superintendent, or other improper conduct. The Director of Business Affairs may also be removed as a result of two (2) consecutive

unsatisfactory evaluations not less than one (1) month apart. The Director of Business Affairs shall be granted the due process rights set forth in Section 1089 of the Public School Code of 1949, as amended, (24 P.S. §10-1089(c)). Marraccini may also be terminated for economic reasons. In the event of such removal, all compensation or benefits otherwise payable to the Director of Business Affairs shall end.

1.3 Mutual Termination. In the event the Director of Business Affairs' contract is terminated by mutual consent prior to its effective termination date or pursuant to Section 1.2 herein, the School District shall have no further responsibility or liability of any nature whatsoever to the Director of Business Affairs.

1.4 Renewal or Extension. On or before August 1, 2018, the School District shall give written notice of its intent not to renew or not to negotiate Marraccini's employment as Director of Business Affairs. Absent such notice, Marraccini is not obligated to provide the 60-day notice set forth in Section 1.1 above. The School District will not be bound by such notice of intent unless Marraccini expressly notifies each School Board Director and the Superintendent, in writing, of this notice provision between June 1, 2018 and June 30, 2018.

1.5 Contract Year. All references to this Agreement to "contract year" shall mean the period of time from January 1 to the following December 31st.

ARTICLE II. DUTIES

2.0 Legal Qualifications. The Director of Business Affairs covenants that he possesses all of the qualifications that are required by law to serve as a Director of Business Affairs. The Director of Business Affairs agrees to maintain throughout the term of this Agreement any valid and current commission or other legal credentials as may from time-to-time be required by law and to present the same to the Board of School Directors.

2.1 Duties. The Director of Business Affairs shall, subject to the supervision and authority of the District Superintendent and the School Board and their successors, serve as the Director of Business Affairs, performing those duties as required by the Pennsylvania Public School Code of 1949, as amended, the District's Board Policy as the same may be amended from time to time, job description as periodically amended, and such other duties and responsibilities as may from time-to-time be legally prescribed and assigned to him by the Superintendent or School Board. The Director of Business Affairs agrees to perform his duties in a competent and professional manner.

2.2 Workday / Work Year. It is acknowledged that Marraccini is a salaried, twelve-month Administrative employee and, as such, will work such hours as needed and directed by the Superintendent including, but not limited to, attendance at all school board meetings relative to his position and/or areas of responsibilities or as directed by the Superintendent. Marraccini's workday shall generally be the regular business hours of the District's Business Office.

ARTICLE III. PERFORMANCE ASSESSMENTS

3.0 Evaluation. The Superintendent and Marraccini shall meet during each contract year for purposes of establishing his goals and objectives. At such time, a written evaluation instrument or format to be used as a basis for evaluating the Director of Business Affairs shall be formulated. The evaluation instrument or format shall be based upon achievement of criteria, job performance and other additional and measurable objectives to be mutually established by the Superintendent and Marraccini. The evaluation instrument or format shall be agreed upon by both, approved by the Superintendent and School Board, and shall be utilized for the current contract year's evaluation(s).

3.1 Evaluation Conferences. A regular and annual formal assessment of Marraccini's performance and future goals shall be the means by which the School District shall assess his performance. The performance assessment shall be conducted in a private session limited to Marraccini and the Superintendent. The Superintendent shall evaluate Marraccini from time-to-time, with at least one evaluation taking place prior to December 31st of each contract year. The above-agreed upon evaluation instrument or format shall be utilized. The Parties agree that performance assessments 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.

3.1.1. Progress Report. Marraccini shall prepare a written progress report on his annual goals for mutual feedback and comment between

him and the Superintendent; the progress report shall be due on July 30th of each contract year. A format for the progress report shall be developed by the Superintendent.

3.1.2. Follow-up Evaluation. In the event Marraccini receives an unsatisfactory evaluation, he will receive a subsequent evaluation no sooner than one (1) month after the unsatisfactory evaluation.

3.2 Purpose of Performance Assessment. The purposes of the performance assessment shall be as follows:

3.2.1 To strengthen the working relationship between the Director of Business Affairs and the Superintendent;

3.2.2 Enhance the Director of Business Affairs', Superintendent's, and School Board's effectiveness;

3.3.3 Clarify for the Director of Business Affairs the responsibilities the School Board and Superintendent rely upon him to fulfill;

3.3.4 As a factor for determining whether to renew or not renew the Director of Business Affairs' contract and term; provided, however, performance assessments shall not be construed as in any manner obligating the School Board to renew his term or contract.

ARTICLE IV. COMPENSATION

4.0 Salary. The Director of Business Affairs' salary shall be as follows:

Retroactive to January 1, 2016 \$112,500 per annum

Commencing July 1, 2016..... \$116,000 per annum

Commencing January 1, 2017.....\$119,475 per annum

Commencing January 1, 2018.....\$123,000 per annum

The established annual salary shall be paid in equal installments in accordance with the policy governing payment of salary for other twelve (12) month Administrative employees of the School District.

4.1 Salary Adjustments. Any adjustments in the Director of Business Affairs 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 Director of Business Affairs, or in any manner extending the anticipated termination date of this Agreement.

ARTICLE V. FRINGE BENEFITS

5.0 Fringe Benefits. Commencing January 1, 2016, and subject to Section 5.0.2, during the term of this Agreement, the Director of Business Affairs shall receive the following fringe benefits equal to and in the same manner as those from time to time provided the School District's Act 93, twelve month, certificated administrative employees:

- (.1)** Life insurance;
- (.2)** Dependent life insurance;
- (.3)** Long term disability;

- (.4) Accidental death and dismemberment;
- (.5) Hospitalization, surgical and medical benefits (health insurance);
- (.6) Prescription drug program;
- (.7) Dental care insurance;
- (.8) Vision care insurance;
- (.9) Health care buy-out option;
- (.10) Sick leave
- (.11) Reimbursement for travel expenses;
- (.12) Tax shelter annuities;
- (.13) Bereavement;
- (.14) Personal days
- (.15) Paid Holidays;
- (.16) Leave of absence; and
- (.17) Paid-up Life insurance policy at retirement.

5.0.1 The Director of Business Affairs shall be entitled to these Section 5.0 benefits regardless of whether or not they are discontinued for the School District's Act 93, twelve month administrative employees. By way of examples, if during the term of this Agreement, group life insurance for said administrative employees would be eliminated, the Director of Business Affairs' group life insurance coverage would continue at the same level as existed on January 1, 2016.

5.0.2 These Section 5.0 fringe benefits are in addition to the benefits set forth in Sections 5.1 thru 5.7. To the extent Act 93 Administrators now receive or would receive any benefit similar to one contained in Sections 5.1 thru 5.7, the Director of Business Affairs' benefit shall still be governed by Sections 5.1 thru 5.7, and not the Administrator's Plan.

5.0.3 Healthcare. During the term of this Agreement, the Director of Business Affairs shall contribute toward healthcare premiums based upon the following schedule:

Commencing retroactive to January 1, 2016 10% of Premium

Commencing January 1, 2017 10% of Premium

Commencing January 1, 2018 10% of Premium

5.1 Vacation. Director of Business Affairs shall receive the following paid vacation days:

- 22 days to be used or already used during July 1, 2015 thru June 30, 2016
- 23 days to be used during July 1, 2016 thru June 30, 2017
- 24 days to be used during July 1, 2017 thru June 30, 2018
- 12 days to be used during July 1, 2018 thru December 31, 2018.

5.1.1. In the event Marraccini's employment with the School District should terminate prior to the expiration of this Agreement, vacation day entitlement and payment for unused vacation days shall be prorated based upon the number of days worked compared to the number of workdays in the contract year of termination. In the event Marraccini shall already have exceeded the

number of prorated days, a corresponding per diem sum shall be deducted from his final paycheck.

5.1.2 Vacation days not utilized during the vacation year may not be carried over and shall be lost; only in the event of extremely extenuating circumstances, will the School Board waive this provision. Vacation shall be scheduled through the Superintendent.

5.2 Professional Association Memberships. The School District shall pay the annual dues for the Director of Business Affairs' membership in the following professional association: Pennsylvania Association of School Business Officers (PASBO). The School District shall also pay the annual dues for the Director of Business Affairs' membership in local community service organizations, wherein Marraccini acts as a representative or liaison of the School District, as recommended by the Superintendent and approved by the Board of Directors.

5.3 Conventions/Workshops. The Director of Business Affairs may attend professional meetings at the local, state and national level, at the recommendation of the Superintendent and with the approval of the School Board in its sole discretion. The School District shall reimburse the Director of Business Affairs for full tuition, registration fees, travel, lodging and related costs. The Director of Business Affairs shall follow District procedures for attendance requests, voucher warrants, and expense reports.

5.4 Sick Leave. The Director of Business Affairs has been previously permitted to transfer to the School District a maximum of ten (10) sick days acquired during his previous employment (hereinafter referred to as a “transferred sick day”). Transferred sick days are not subject to Section 5.4.1.

5.4.1 Payment For Accumulated Sick Days. Unless employment termination is for cause (see Section 1.2), upon termination of employment the Director of Business Affairs shall be paid seventy-five (\$75.00) Dollars for each unused sick day accumulated during his employment with Plum Borough School District (hereinafter referred to as a “current sick day”). Upon retirement or resignation, however, Marraccini shall not be paid for any of the unused transferred sick days.

5.4.2 LIFO Method. Sick days shall be deducted in inverse order. Whenever Marraccini utilizes a sick day, he shall be deemed to have used a current sick day and not a transferred sick day, until such time as all current sick days are exhausted.

5.5 Personal Leave. The Director of Business Affairs shall not be compensated for any unused personal leave. Any unused personal days will convert to sick days at the end of the contract year.

5.6 Jury Duty. If the Director of Business Affairs is called or subpoenaed as a witness (not a party witness) to attend court, he shall be permitted to be absent and paid his regular rate of pay. Any compensation or stipend

received by the court for jury duty shall be paid over to the School District. Marraccini shall not receive pay if he is a party to the proceeding or is testifying as an expert witness. Evidence of such duty in the form of a subpoena or other written notification shall be presented to the Superintendent as far in advance as practical.

5.7 Mileage Reimbursement. The Director of Business Affairs shall be reimbursed for use of his private vehicle, while on School District business, at the mileage rate as from time-to-time set by the Internal Revenue Service. There will be no reimbursement for travel to and from the work place.

5.8 Administrative Compensation Plan. Although some of the Director of Affairs' fringe benefits are the same as other District Administrators, pursuant to Section 1164 of the Pennsylvania Public School Code of 1949 (24 P.S. §11-1164), the Director of Business Affairs is not a member of the Plum Borough School District's Act 93, Administrative Compensation Plan, in that he has the duties and responsibilities of the position of business manager.

5.9 Flexible Office Hours. Marraccini agrees to devote his full-time attention, energy, skills and labor to his employment as Director of Business Affairs during the term of this Agreement. However, upon request to and approval of the Superintendent, he may be permitted to flex his office hours to accommodate evening, daytime, and weekend meetings or activities. This provision will serve as the exception to the regular office hours and work schedule of the Director of Business Affairs.

ARTICLE VI. MISCELLANEOUS

6.0 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.

6.1 Statutory Reference. All references to the Public School Code of 1949, as amended, contained herein shall also refer to any amendment or recodification of such Law.

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

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

[Signatures appear on the next page]

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

ATTEST:

PLUM BOROUGH SCHOOL DISTRICT

Secretary

By: Kevin Dowdall
President of Board

Witness

Eugene Marraccini