

JERSEY SHORE AREA SCHOOL DISTRICT

CONTRACT FOR EMPLOYMENT OF BUSINESS MANAGER

THIS AGREEMENT is made and entered this 9th day of March, by and between the BOARD OF SCHOOL DIRECTORS OF THE JERSEY SHORE AREA SCHOOL DISTRICT (here in after referred to as "Jersey Shore" or the "Board" or the "School District") and Benjamin Enders (hereinafter referred to as "Business Manager").

WHEREAS, the Board at a regularly scheduled meeting, duly and properly called on the 9th day of March, did appoint Benjamin Enders to the office of Business Manager in accordance with the applicable provisions of the Commonwealth of Pennsylvania's Public School Code of 1949 (hereinafter "Public School Code");

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

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties and intending to be legally bound hereby, the parties agree as follows:

1. **SCOPE OF EMPLOYMENT.** Jersey Shore hereby enters into this Agreement regarding the Business with Benjamin Enders under the conditions set forth in this Agreement, and Benjamin Enders accepts that offer of employment subject to the same terms and conditions. The duties of the Business Manager are as set forth in the job description attached hereto as Exhibit "A", together with any other duties reasonably request by the Board and consistent with standards for performance by Business Manager similarly situate and consistent with Pennsylvania law.
2. **TERM OF AGREEMENT.** This Agreement will run for 5 years beginning July 1, 2020 and ending June 30, 2025.
3. **SALARY.** Benjamin Enders' salary will be \$100,000.00 effective July 1, 2020. Benjamin

Enders' salary shall be adjusted annually by the Board on July 1st of each subsequent year of this agreement, provided that such adjustment shall not reduce the annual salary in effect at any given time without the written approval of the Business Manager. The District retains the right to adjust the Business Manager annual salary during the term of this Agreement and any extension thereof, provided that such adjustment shall not reduce the annual salary in effect at any given time without the written approval of the Business Manager. Any adjustment in salary made during the life of this Agreement shall be recorded in the Board minutes and shall become a part of this Agreement. The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other administrative staff.

4. **QUALIFICATIONS AND CREDENTIALS.** Benjamin Enders' represents that he holds all credentials required to serve as a Business Manager, that he is qualified to accept this position and that he will maintain credentials and qualifications consistent with the job description in Exhibit A during the term of the Agreement.
5. **FRINGE BENEFITS.** Except as otherwise noted below in this Agreement to the contrary, Benjamin Enders shall receive, during the term of his employment, benefits provided to other School District administrators in accordance with the Act 93, Administrative Plan in effect as of July 1, 2019, or as amended in future agreements. Benefits not specifically defined or the interpretation of any disputed benefits shall utilize the minimum described in the Act 93 Plan as the default record and/or reference.
 - a. **Family Leave Days:** Business Manager will be allowed to use eight (8) sick days as family leave days to attend to the health needs of an immediate member of the family as defined by the PA School Code. Sick days may be used for any family leave days over eight (8) upon approval by the Superintendent.
 - b. **Family Health and Insurance:** The premium share for the QHDP will be 0% of the premium each year of the contract. The District will deposit \$2,000 into the HSA account for each year of the contract.
 - a. If extenuating circumstances, as defined by COBRA, occur, the Business Manager will be able to enroll in the district health insurance during a non-enrollment period. The entire opt out amount received will be returned to the district.

- c. **Tuition Reimbursement:** Tuition reimbursement up to the amount charged for graduate credits by the Pennsylvania State University up to a maximum of twelve (12) credits earned during the school year (September to the following September). Any credits earned in excess of twelve (12) will be reimbursed the following year. Payment would be as identified in the JSAEA contract. In the event that Ben Enders resigns, the cost of the tuition paid in the previous two (2) years shall be reimbursed to the district.
 - d. **Technology and Mobile Wireless Capability:** The District shall provide for the benefit of the Business Manager and pay for a laptop computer with wireless capabilities to be used for business purposes in accordance with District policy. The District shall not be responsible for the payment of the internet dial-up (or broadband) service at the District Business Manager's residence but shall pay for mobile wireless capability for the Business Manager's laptop computer and other technological devices, including but not limited to his smartphone, iPad and/or other tablet computer. The Business Manager agrees to return any equipment provided by the District at the conclusion of his employment. The District shall provide for the benefit of the Business Manager a stipend of Forty-Five Dollars (\$45.00) per month to utilize his personal mobile phone for district business. The Business Manager will be responsible to maintain, repair and replace his personal mobile phone.
 - e. **Vacation:** The Business Manager shall be awarded 23 vacation days on July 1, 2020 and 25 vacation days on July 1, 2021 and each year thereafter. The Business Manager will be able to carry 10 additional days of vacation at one time. Vacation days not used by August 31 beyond the ten additional days will be rolled over September 1st into an accumulated account. Upon retirement under a PSERS plan, the Business Manager will receive \$125 per day for accumulated vacation time in the account up to a maximum of 100 days. Any current year's vacation time would be paid per diem.
6. **CONFERENCES/WORKSHOPS.** The Board shall pay, up to \$900, the reasonable expenses (including fees, meals, lodging, and/or transportation) incurred for attending workshops, conferences or other professional improvement sessions. The Superintendent must approve all requests.
7. **PROFESSIONAL MEMBERSHIPS.** The District will pay the full cost, up to \$800, of the Business Manager's annual membership and participation in professional associations, which professional association memberships shall be selected at the sole discretion of the Business Manager. The Superintendent must approve all requests.
8. **TERMINATION.** This employment contract may be terminated before the end of its term as a consequence of the following:
- a. Mutual agreement of the parties; or

- b. Retirement of Benjamin Enders; or
- c. Resignation by Benjamin Enders; or
- d. Disability of Benjamin Enders;

In the event of disability by illness or incapacity, after Business Manager's sick leave has been exhausted, the compensation shall be reinstated after Business Manager has returned to employment and undertaken the full discharge of his duties. The School District may terminate this contract by written notice to Business Manager at any time after Business Manager has exhausted any accumulated sick leave and such other leave as may be available. All obligations of the School District shall cease upon such termination.

If a question exists concerning the capacity of the Business Manager to return to his duties, the School District may require Benjamin Enders' to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The School District and Benjamin Enders; shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the School District. The physician shall limit his report to the issue of whether Benjamin Enders' has a continuing disability which prohibits him from performing his duties; or

- e. Discharge for cause;

Benjamin Enders' may be discharged for cause. "Cause" shall constitute conduct which is prejudicial to the School District in the School District's sole discretion, including, but not limited to neglect of duty, breach of contract, criminal conduct, violation of school laws, or other improper conduct. The School District shall provide written notice of intent to discharge Benjamin Enders' and he shall be entitled to appear before the Board to discuss such cause. If Benjamin Enders' chooses to be accompanied by legal counsel at such meeting he shall bear any costs in connection with that representation. Such meeting shall be

conducted as a closed executive session unless specifically prohibited by Pennsylvania law. This meeting will not be a "hearing" and will not be subject to any administrative, constitutional, or due process requirements. Benjamin Enders' shall be provided a written decision describing the results of the meeting, which will be based on the Board's sole discretion. This "discharge for cause" section is intended to supplant Section 1089 of the School Code or any other arguably applicable statute; or

f. Death of Benjamin Enders.

9. MISCELLANEOUS.

- a. Applicable Law. This agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.
- b. Assignment. No right or benefit to Benjamin Enders' under this agreement shall be subject to anticipation, alienation, sale, assignment, pledge, encumbrances or charge and any attempt to do so shall be void
- c. Waivers and Further Agreements. The waiver by any party of any breach or default of any provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Each of the parties hereto agrees to execute all further instruments and documents and to take all such further action as the other party may reasonably require in order to effectuate the terms and purposed of this Agreement.
- d. Captions. The captions and hearings used in this Agreement are for convenience only and shall not be construed as to affect the meaning of any of the terms of this Agreement.
- e. Entire Agreement. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, there are no other understanding or agreements with respect thereto

and this Agreement may only be amended by a further writing signed by each of the parties.

IN WITNESS WHEREOF, and intended to be legally bound hereby, each of the parties hereto has executed this Agreement as of the date and year first above written.

ATTEST:

BOARD OF SCHOOL DIRECTORS OF
THE JERSEY SHORE AREA SCHOOL
DISTRICT


Secretary


President


Business Manager

Jersey Shore Area School District
Job Description - Exhibit A

Position: Business Administrator/Board Secretary

Basic Function:

The Business Administrator/Board Secretary is responsible for the supervision and administration of the business operations of the Jersey Shore Area School District, which includes, but is not limited to the following operations: budget and finance, maintenance and plant operations, purchasing, pupil transportation, food service, central warehousing, insurance policies/coverage, tax administration and duties associated with a Board Secretary.

As the chief financial officer of the District, he/she is responsible for analyzing and advising the Board of Directors regarding the financial impact related to educational programs and support operations.

He/she monitors the financial operations of the District to ensure that all functions are in compliance with state and federal regulations, Generally Accepted Accounting Principles (GAAP), and are compatible with District goals and objectives.

The position of Business Administrator/Board Secretary is a twelve-month position and shall include active participation with the District's administrative team. This position reports to and is evaluated annually by the Superintendent. This position is not subject to tenure provisions.

Education and Experience:

The requirements for this position are a minimum of a bachelor's degree in accounting or business related field and/or five (5) years experience with school district and governmental fund accounting, and/or five (5) years experience with investment procedures related to public funds. Experience as a School District Business Administrator and Pennsylvania Registered School Business Administrator (PRSBA) Certification issued by the Pennsylvania Association of School Business Officials (PASBO) are preferred.

Knowledge, Skills and Abilities:

The Business Administrator/Board Secretary will be knowledgeable about functions related to school district and governmental fund accounting procedures as recommended by General Accepted Accounting Principles (GAAP). He/she will be knowledgeable of and experienced with computerized financial accounting software utilized in a school environment, completion of financial reports such as budgets, annual financial reports, audit reports, regulations governing the levy and collection of taxes, payroll functions, investment of public funds, and management of long term debt/capital project funds.

The Business Administrator/Board Secretary will have the ability to communicate with

local auditors, state auditors and government officials, and financial consultants about complicated financial report and transactions. He/she will also have the ability to advise the Board of Directors about financial options and to offer explanations about these options in a public forum. He/she will have the ability to communicate to staff and community members the District's financial status, as it relates to goals and programs approved by the Board of Directors.

Authority and Responsibilities:

1. Is responsible for performing all duties as Secretary of the Board of Directors as prescribed by law and Section 433 of the Public School Code of 1949 as amended (24P.S. 431-433).
2. Coordinates the development of the annual budget and makes the annual presentation of the budget to the Board of Directors for approval.
3. Supervises the advertisements, publications, and distribution of the approved budget and submission of budget documents to appropriate state agencies.
4. Develops a program of budget controls and monitors the execution of the approved budget.
5. Develops long-range financial projections and makes an annual presentation to the Board of Directors.
6. Assists and cooperates with outside auditing agencies, including the Pennsylvania Office of Auditor General, in the conduct of approved audits or review of the District's fiscal records.
7. Supervises the management and investment of all District funds and develops an effective cash management program that is in compliance with local, state and federal regulations.
8. Reviews the effect of the educational program on the financial structure of the community and advises the Superintendent in maintaining a proper balance between the two.
9. Shall be familiar with all sources of revenues for school purposes, shall explore possibilities of new sources and shall be responsible for obtaining all monies to which the Board of Education is entitled. Works with all concerned in securing the funds necessary to operate the educational program.
10. Supervises and annually reviews the District's real estate and insurance programs.
11. Monitors operations of the business office, payroll department, tax office, maintenance/plant operations, pupil transportation, purchasing, food services and

provides recommendations on operations.

12. Oversees the tax collection systems utilized by the district.
13. In conjunction with the Food Service Manager, oversees the food service program, its maintenance, monthly inspection, its reports and supervision, conferring with interested parties and shall provide economical, satisfactory and efficient management of the lunch and breakfast programs.
14. Serves as the fiscal consultant for any grant proposal developed in the District.
15. Maintains adequate general liability and property casualty coverage for the district and personnel, as required.
16. 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 of Education, State Department of Education and other agencies of government.
17. Assists in the evaluation of computer hardware and systems for handling the administrative reporting requirements of the district.
18. Administers the student accident insurance coverage and policy information.
19. Serves as a consultant to the Board of Directors regarding any contracts that are presented for consideration by the Board of Directors.
20. Submits financial reports to the Board of Directors on a monthly and annual basis or as requested.
21. Monitors the procedures for purchasing supplies and equipment to ensure they are in compliance with state bidding requirements.
22. Provides recommendations to the Superintendent regarding new policies and policy revisions which promote improved efficiency and quality for the District's financial operations.
23. Participates in the interview process, selection, supervision and evaluation of administrators and appropriate personnel within departments under his/her authority.
24. Recommends training programs in areas of responsibility for business personnel.
25. Is an active member of the District's team during negotiations with employee collective bargaining groups.

26. Oversees the administration of the district retirement, health and life insurance programs and advises employees regarding these programs and works closely with benefit providers.
27. Maintains adequate records for all School District employees regarding salary, retirement, social security, withholding taxes, wage taxes and insurance and the like and complete reports.
28. Develops procedures to continuously upgrade his/her informational and operational skills through education, conferences/seminars, membership in professional organizations and networking with other business administrators.
29. Consult and assist the District's financial advisors in preparing recommendations regarding disposition of debt obligations.
30. Communicates with the school solicitor on legal matters dealing with non-instructional issues.
31. Is able to maintain a flexible schedule.
32. Administers appropriate provisions of negotiated contracts with employee groups and organizations.
33. Submits information for inclusion in agendas for Board meetings.
34. Assists in the organization and execution of in-service training programs aimed at increasing the skills of school district personnel.
35. Works with attorneys and financial advisors to effect suitable financing.
36. Prepares documents as required for PlanCon processing and bond offerings.
37. Oversees the distribution of payments for construction in progress.
38. Oversees upkeep and maintenance of existing school district facilities, in partnership with the school district's maintenance supervisor.
39. Performs other duties as may be assigned by the Superintendent or his/her designee.
- 40.