

BLOOMSBURG AREA SCHOOL DISTRICT
728 EAST FIFTH STREET
BLOOMSBURG, PA 17815

CONTRACT

FOR

BUSINESS ADMINISTRATOR

ARTICLE I - AGREEMENT

- 1.0 THIS AGREEMENT is made and entered into this first day of July 2019 by and between the BOARD OF SCHOOL DIRECTORS OF THE BLOOMSBURG AREA SCHOOL DISTRICT with offices located at 728 East Fifth Street, Bloomsburg, Pennsylvania, 17815, hereinafter referred to as the "SCHOOL DISTRICT" and David Marsiglio hereinafter referred to as the "BUSINESS ADMINISTRATOR."

ARTICLE II - PREAMBLE

- 2.00 WHEREAS, The Board of School Directors of the School District at a meeting of said Board duly and properly called on the 19th day of February 2019, did elect David Marsiglio as Business Administrator for such School District in accordance with the provisions of the Public School code of 1949, as amended; 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 herein contained do hereby agree as follows:

ARTICLE III - DURATION AND ACCEPTANCE
OF AGREEMENT

- 3.00 The School District does hereby employ David Marsiglio in the capacity of Business Administrator of the School District for a term of five (5) years commencing on the 1st day of July, and ending on the 30th day of June 2024 with an opportunity for the parties to extend the contract for no more than three (3) additional years subject to a joint agreement between the parties and based on but not limited to the satisfactory service of David Marsiglio as evaluated by the superintendent.

ARTICLE IV - NATURE AND TERMS

Management Services

- 4.00 During the term of this AGREEMENT, the Business Administrator agrees to perform the duties of the Business Administrator in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania and the policies of the School District.

ARTICLE V - SCHOOL DISTRICT

- 5.00 The School District on its own behalf of the electors of the district hereby retains and reserves unto itself, all power, rights, authority, duties and responsibilities conferred upon and vested in by the law and constitution of the Commonwealth of Pennsylvania.

ARTICLE VI - COMPENSATION AND BENEFITS

Contract Year

- 6.00 The contract year for the Business Administrator shall be from July 1 to June 30th commencing July 1, 2019 and July 1st to June 30th thereafter.

Base Compensation

- 6.01 The School District agrees to pay to the Business Administrator an annual salary of at least \$91,600 for the first (1st) year of the term covered by this AGREEMENT, to be paid in equal installments in accordance with the policy of the School District governing salary payments to the majority of regularly employed professional employees of the District. The Business Administrator shall receive a salary increase of \$2,500 for the beginning of each school year upon a satisfactory performance evaluation by the Superintendent.

Sick Leave

- 6.02 The Business Administrator shall be entitled to twelve (12) work days of sick leave annually. Unused sick leave shall be cumulative.

Vacation

- 6.03 Each contract year, the Business Administrator shall be entitled to 15 vacation days as set forth in policy and as amended from time to time. In addition to the above, the Business Administrator shall receive as vacation, all school holidays as established by the school calendar. Five (5) vacation days may be accrued and carried over into the next contract year. Unused vacation over and above the limit will be re-designated as additional sick leave.

Emergency Leave

- 6.04 Each contract year the Business Administrator shall be entitled to two (2) non-cumulative emergency days.

Personal Leave

- 6.05 Each contract year the Business Administrator shall be entitled to two (2) unrestricted personal days. The Business Administrators may accumulate up to five (5) personal days which may be carried over in to the next contract year. Unused leave over and above the limit will be re-designated as additional sick leave.

Jury Leave

- 6.06 If it is necessary for the Business Administrator to be absent from duty because of assignment to jury duty no deduction in salary will be made. Jury duty shall mean: appearance in court when under subpoena to testify or when selected for jury duty provided, however, that in the case of jury duty, he shall pay to the School District all jury pay received unless the Business Administrator is acting in behalf of the School District.

Insurance

- 6.07 The District shall provide health, dental and vision insurance to the Business Administrator and members of his immediate family as selected by the Business Administrator from plans available to the district. Insurance benefits shall not be less than the benefits offered to the District's professional employees and/or the Administrative Team. The Business Administrator shall contribute \$1,700 per year toward the premium.

The District shall provide term life insurance to the Business Administrator in an amount equal to twice the salary of the Business Administrator.

Retirement Severance

- 6.08 Upon retirement, the Business Administrator will be compensated using the following formula: number of years employed by the district multiplied by \$100.00 plus \$40.00 for each unused sick day to a maximum of 250 sick days. The forty-five (45) days the Business Administrator carried over from his previous employment will not count towards this benefit. This provision applies only if the Business Administrator meets the official provisions for retirement from the Bloomsburg Area School District under the Pennsylvania Public School Employees Retirement System (PSERS) and is restricted to superannuation retirement, disability retirement or early retirement. In order to receive this severance benefit, the Business Administrator must notify the board of his intention to retire six months in advance. The board may waive the provision of notice. All terminal leave benefits shall be in the form of a non-elective employer contribution to the Business Administrator's 403 (b) tax shelter annuity retirement program. The employee shall receive no cash option.

Continuing Education

- 6.09 The District will reimburse the Business Administrator, for occupational related courses and in-service credits taken with prior approval of the Superintendent. The Business Administrator shall be reimbursed to a maximum of six (6) credits per semester at the rate as indicated in the Administrative Compensation Plan (Act 93).

Other Benefits

- 6.10 The Business Administrator shall receive all benefits provided to other administrative personnel who fall under the Administrative Compensation Plan (Act 93) of the School District, not otherwise enumerated in this AGREEMENT. Nothing contained herein shall preclude the School District from providing additional benefits for the Business Administrator as may be agreed between the parties.

Associations

- 6.11 The school district will pay the dues to two regional, two state and two national association for the Business Administrator. Additionally, the district will encourage professional growth through state association conferences and seminars and in-service opportunities in accordance with policy as amended from time to time.

ARTICLE VII - OTHER CONDITIONS

Professional Liability

7.00 The School District agrees, as a further condition of this AGREEMENT, that it shall defend, hold harmless, and indemnify the Business Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against the Business Administrator in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Business Administrator was acting within the scope of his employment.

If, in the good faith opinion of the Business Administrator, a conflict exists as regards the defense to such claim between the legal position of the Business Administrator and the legal position of the District, the Business Administrator may engage counsel, in which event the District shall indemnify the Business Administrator for the cost of legal defense.

ARTICLE VIII - CAUSE FOR DISCHARGE

8.00 The Business Administrator shall throughout the term of this AGREEMENT be subject to discharge for good cause, provided, however, that the School District shall not arbitrarily and capriciously call for his dismissal and that the Business Administrator shall in any event have the right to service of written charges, adequate notice of hearing, a fair hearing and all elements of due process. The Business Administrator shall have the right to be represented by counsel at his sole cost and expense.

ARTICLE IX - REAPPOINTMENT

9.00 Either party to this AGREEMENT shall notify the other in writing, no later than six (6) months prior to the expiration of the original five (5) year term of this agreement of their intention to extend or not renew the agreement pursuant to the terms of this agreement. Should this AGREEMENT be extended past the original five (5) year term, and then the parties shall notify each other no later than six (6) months prior to the expiration of the extension of their intention to either extend or not renew the agreement.

ARTICLE X - MISCELLANEOUS

10.00 This AGREEMENT shall be binding upon the parties, their successors or assigns.

IN WITNESS WHEREOF and intending to be legally bound thereby, the parties have caused this AGREEMENT to be duly executed the day and year first above written.

ATTEST:

Stephanie D. Hines
Secretary of the Board

WITNESS:

[Signature]

SCHOOL DISTRICT

Marissa E. Hines (SEAL)
President of the Board

David Marsiglio
Business Administrator
David Marsiglio