

BELLWOOD-ANTIS SCHOOL DISTRICT  
CONTRACT FOR EMPLOYMENT OF BUSINESS MANAGER/BOARD  
SECRETARY

THIS AGREEMENT is made and entered this 15<sup>th</sup> day of June, 2021, by and between the BOARD OF SCHOOL DIRECTORS OF THE BELLWOOD-ANTIS SCHOOL DISTRICT, Bellwood, Pennsylvania (hereinafter referred to as the "Board" or "District"), and Ms. Kimberly M. VanGorder (hereinafter referred to as "Business Manager" or "VanGorder").

WHEREAS, the Board at a regularly scheduled meeting, duly and properly called on the 15<sup>th</sup> day of June, 2021, did re-appoint Kimberly M. VanGorder to the office of Business Manager/Board Secretary in accordance with the applicable provisions of the Commonwealth of Pennsylvania's Public School Code of 1949 (hereinafter "Public School Code"); 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 hereby, and in consideration of the mutual covenants contained herein, agree as follows:

1. Employment and Term

The Board, in consideration of the promises herein contained, Kimberly M. VanGorder hereby accepts said employment as Business Manager/Board Secretary of the Bellwood-Antis School District for a two-year term from July 1, 2021 to June 30, 2023.

2. Salary

In recognition of the complexity of the position of Business Manager/Board Secretary and the Board's desire to compensate its Business Manager/Board Secretary fairly, and in consideration of Ms. VanGorder's agreement to perform the duties of Business Manager/Board Secretary to the best of her ability, the Board agrees to compensate the Business Manager/Board Secretary in the amount of one hundred seventeen thousand seven hundred

ninety two dollars and sixty six cents (\$117,792.66) per annum which amount shall be Business Manager/Board Secretary's base salary.

On July 1, 2018 and on July 1<sup>st</sup> of each subsequent year of this Agreement, the Business Manager/Board Secretary shall receive a minimum annual increase of 1.5 times the annual teacher increase. The Board may provide additional increases to the Business Manager/Board Secretary's salary in its discretion throughout the life of this Agreement. The salary increases shall be applied unless the Business Manager/Board Secretary's performance is rated as "unsatisfactory" on her annual performance assessment for the prior school year, in accordance with the provisions of this Agreement.

In addition, the Business Manager/Board Secretary will agree to a salary freeze for any year in which all of the District's professional employees are in agreement with and subject to a wage freeze.

The District retains the right to adjust the Business Manager/Board Secretary 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/Board Secretary. 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.

### 3. Fringe Benefits

#### A. Sick Leave

One (1) day each month of employment — unused days — shall accumulate from year to year without limitation. If no sick days are used during the course of the year, VanGorder shall receive \$400 bonus effective for 2017-18 school year. Eighty sick days will be transferred upon contract renewal. In the event of a serious health condition and prior to a contract renewal, VanGorder may use these 80 sick days after using existing sick leave. Business manager may use her days of sick leave to care for members of her "immediate" family" as that term is defined in the

"Bereavement Leave" of the BAEA Agreement. Sick days used for members of her "immediate family" will be deducted from her allocated sick leave in the same manner as those used for her own illness.

#### B. Personal Leave

Three (3) days per year — any days not used will be paid at a daily rate of a substitute teacher. VanGorder may elect to accumulate up to five (5) personal days to be used in any school year in lieu of the daily rate of a substitute teacher.

#### C. Bereavement Leave

VanGorder will be allowed three (3) days leave with pay for death in the immediate "family." Additional sick days may be used at the discretion of the individual. One (1) day leave with pay for the death of a "near relative" or "friend."

#### D. Insurance Coverage

1. Hospitalization/Health — Medical insurance will be provided for VanGorder and her family. The medical plan will include the same plans and options as the BAEA. This includes the same BAEA co-pays, deductibles and plan coverages.
2. Liability — Personal injury and property damage protection in the amount of 1 million dollars.
3. Life insurance/accidental death and dismemberment protection in the amount of twice the amount of the annual salary rounded to the nearest \$1,000.00.
4. Prescription Drug — family coverage with the deductible and copayment upon BAEA coverage.
5. Vision insurance for VanGorder and her families not less than insurance provided to BAEA.
6. Dental insurance for VanGorder and her family with 100% of the premium covered by the District.
7. VanGorder may "opt-out" of any health insurance coverage by providing proof of other coverage to the Business Manager of the District, providing the insurance is not provided by a member of the same health care consortium as the District. Additionally, VanGorder can reduce the existing health insurance from any

coverage to employee only coverage. Employees who opt out will be paid 25% of the premium for the coverage he/she held prior to electing to opt out of the coverage or reduction coverage. The payment of this 25% will be paid over 24 pay periods. An employee may opt out or opt back into coverage one time in a calendar year unless the employee has experienced a spouse's loss of employment, divorce with spouse, the death of a spouse or retirement.

8. Any other insurance afforded to either the BAEA or the nonprofessional union.
9. Any insurance plan changes in the BAEA agreement that are less than currently received by VanGorder.

#### E. Holidays

Independence Day, Community Picnic Day, Labor Day, Veteran's Day, Thanksgiving Day, First Day of Buck, Martin Luther King Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, President's Day, Good Friday, and Memorial Day. If any holidays fall on Saturday or Sunday, the Superintendent shall designate any appropriate weekday as that holiday. If VanGorder is required to work a holiday another day may be substituted.

#### F. Vacation

VanGorder shall receive thirty (30) days of vacation leave with full pay each year of this Agreement, which shall be credited in full on July 1st of each year of this Agreement.

The Superintendent shall administer the schedule for use of vacation days. Vacation days earned by June 30 of one school year must be used by August 20<sup>th</sup> of the next year. At the Superintendent's discretion and providing that extenuating circumstances exist, he/she may extend the date that vacation days must be used by VanGorder. If VanGorder is requesting extension she must do so in writing and give a detailed explanation of the extenuating circumstances.

All vacation days to be used are at her discretion subject to the approval of the Superintendent. All vacation must be requested and approved by the Superintendent in advance.

#### G. Longevity Salary

Contingent upon a satisfactory evaluation and in addition to the regular salary increase, each administrator shall be eligible for the following salary adjustments during the listed years:

|            | Annual<br>Increase | Cumulative<br>Increase |
|------------|--------------------|------------------------|
| 31 st Year | \$1 ,000           | \$1 ,000               |
| 32nd Year  | \$1 ,000           | \$2,000                |
| 33rd Year  | \$1 ,000           | \$3,000                |
| 34th Year  | \$1 ,000           | \$4,000                |
| 35th Year  | \$1 ,000           | \$5,000                |

Starting with the 36th year, the administrator's salary shall not include any longevity salary. With the implementation of this schedule during 2002-03, if an administrator qualifies, they shall begin receiving the cumulative increase.

The administrator accepting the longevity pay understands that starting with their 36th year their salary will be reduced by \$7500. An administrator can refuse longevity pay by doing so in writing to the Business Manager prior to receiving the longevity pay.

Service shall be as defined by PSERS.

| Example:  | Regular<br>Increase | Longevity<br>Increase | Total<br>Salary |
|-----------|---------------------|-----------------------|-----------------|
| 30th Year |                     |                       | \$70,000        |
| 31st Year | \$2,325             |                       | \$1,000         |
|           |                     |                       | \$73,325        |
| 32nd Year | \$2,325             |                       | \$1,000         |
|           |                     |                       | \$76,650        |
| 33rd Year | \$2,325             |                       | \$1,000         |
|           |                     |                       | \$79,975        |
| 34th Year | \$2,325             |                       | \$1,000         |
|           |                     |                       | \$83,300        |
| 35th Year | \$2,325             |                       | \$1,000         |

\$86,625

|           |         |         |
|-----------|---------|---------|
| 36th Year | \$2,325 | \$7,500 |
| \$79,125  |         | -       |

This individual received an additional \$15,000 during the 31st to 35th years because the increase is cumulative.

#### H. Extended Disability Leave

Maximum leave of absence without pay up to two (2) years and continuation of all insurance benefits to a maximum of one (1) year.

#### I. Termination of Employment by Retirement

VanGorder shall submit a letter of resignation no later than February 1, of the year of retirement indicating plans to enter the Public School Retirement System. The retirement letter should specify the last day worked and the retirement date. Should the retirement letter not be submitted by February 1 of the year of retirement, VanGorder loses all retirement benefits of the Act 93 Agreement or any future Act 93 Agreements. Upon retirement, the administrator will receive the BAEA amount per unused sick day to apply toward healthcare. This will be tax free for the retired administrator.

#### J. Retirement Benefits (as applicable for coverage)

1. Hospitalization and Prescription — benefits shall continue with monthly premiums paid by VanGorder to the District.

2. Vision — benefits shall continue with monthly premiums paid by VanGorder to the District.

3. Dental Insurance — benefits shall continue with monthly premiums paid by VanGorder to the District.

4. Other insurance received during employment with monthly premiums paid by VanGorder to the District.

5. VanGorder may purchase all insurances provided at time of employment with monthly premiums paid to the District for VanGorder and her family. VanGorder may delay starting these

benefits if other insurance is available to her elsewhere. VanGorder may choose to enroll at any time after retirement.

K. 403 (b) Account

Each year the District shall fund 50% of the HSA contribution that is not otherwise deposited in Paragraph 3 (d) (1) into an HSA account into a 403(b) account for the Business Manager.

For example: Qualified High Deductible Health Plan is \$1500 for single coverage. Business Manager would receive \$750 into an HSA account for a single coverage plan. Furthermore, \$330.00 shall be deposited into a 403(b) account, which represents 22 percent of the plan which is represented of the same benefits that the Act 93 personnel receive. If there was a change in coverage to a family plan, the same percentages would apply to the higher deductible amount.

L. Termination of Employment by Death

In the event of death, it shall be considered the same as retirement and all fringe benefits that either are payable, or an eligibility to continue under a program exists, shall be extended to the retiring employee's estate/dependent until the month and year the employee would have reached age 65.

M. Conferences/Workshops

The Board shall pay, within the limits of appropriations, 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. The Board shall also pay for membership in one professional organization of VanGorder's choice.

N. Professional Memberships

The District will pay the full cost of the Business Manager's annual membership and participation in three professional associations, which

professional association memberships shall be selected at the sole discretion of the Business Manager. The District recognizes the obligation to professional growth and development provided by these affiliations and encourages and permits the Business Manager to participate actively. The District and Business Manager may mutually agree to add to or delete from the number of professional association memberships covered by this paragraph, and any such change shall be in writing and approved by the Board and Business Manager.

O. Transportation Expense

The Board shall reimburse transportation expenses incurred for designated school functions and responsibilities at the rate approved by the Internal Revenue Service.

P. Tuition Reimbursement

The Board will provide reimbursement equal to the full tuition costs of a graduate credit at Penn State. All post baccalaureate credits must be earned at a state approved baccalaureate degree granting institution or an institution that is a member of one of the six recognized regional accreditation agencies. No payment will be made thereunder unless prior approval has been given by the Superintendent.

In the event an employee leaves the District for purposes of employment within three (3) years of attaining credits, for which he/she was reimbursed, the following obligations shall apply:

1. An employee who leaves the District within one (1) year of attaining credits, for which the District reimbursed, shall owe the District one hundred (100%) percent of the amount of reimbursement.
2. An employee who leaves the District within two (2) years of attaining credits, for which the District reimbursed, shall owe the District seventy-five (75%) percent of the amount of reimbursement.
3. An employee who leaves the District within three (3) years of attaining credits, for which the District reimbursed, shall owe the District fifty (50%) percent of the amount of reimbursement.



Q. Earned Doctorate

Earned doctorate increment: In order to encourage and reward advanced graduate study, VanGorder shall receive a \$2500 increment to her base salary for having attained an earned doctorate at an accredited institution.

4. Termination of Employment Contract

A. Mutual agreement of the parties, under such terms and conditions mutually agreed upon.

B. Retirement, see I above.

C. Discharge for Cause: Discharge for cause shall occur in accordance with the provisions and for such reasons set forth in Section 1089 of the Public School Code, as amended and/or for breach of terms and conditions of this contract.

D. Death - see K above.

5. Evaluation Plan

Evaluations shall be performed in accordance with the Bellwood-Antis Board Policy #313. Annual salary adjustments shall be based on a satisfactory evaluation by the Superintendent and paragraph III of the compensation plan.

6. Arbitration of Employee Disputes

The parties agree that if VanGorder wishes to file a complaint of discrimination for sex, age, disability, national origin, race, or religion, or any disputes or controversies arising out of or relating to her employment, she must first attempt to resolve it by arbitration before a neutral arbitrator provided through the American Arbitration Association. By way of example only, such claims include claims under federal, state and local statutory or common law, such as Title VII of the Civil Rights Act; Civil Rights of 1991; the Americans with Disabilities Act; the Age Discrimination in Employment Act; the Family and Medical Leave Act of 1993; the Pennsylvania Human Relations Act; the Pennsylvania Public School Code of 1949, as amended, the Pennsylvania Local Agency Law; Title IX of the Education Amendments of

1972; the Equal Pay Act, Sections 1981 and 1983 of the Civil Rights Act; and other federal state and local employment statutes.

7. Benefits Improvements

The Business Manager/Board Secretary shall be entitled to any and all benefits and incentives provided to any other District employee, including but not limited to all benefits and incentives specified in the District's administrator compensation plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164), even though such benefits are not enumerated in this Agreement. Any increase or improvement in benefits and incentives extended to District employees during the term of this Agreement will also be extended to the Business Manager/Board Secretary and become part of this Agreement. Any decrease or reduction in benefits or incentives to District employees that effect this Agreement will not reduce the benefits and incentives provided to the Business Manager/Board Secretary during the term of this Agreement but may be discussed upon any Agreement renewal. Nothing contained herein shall preclude the District from providing additional benefits and incentives to the Business Manager/Board Secretary as may be agreed to by the parties.

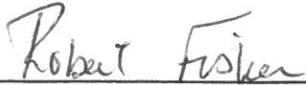
8. Goals

Goal Development: All administrators shall develop goals annually. Goals developed will have both building and district level impact. The administrator shall submit goals to the Superintendent by July 1<sup>st</sup> or sooner for the next academic year. The Superintendent will refine the goals and respond in writing to the administrator. The goals should relate to building initiatives, the district strategic plan or state/national initiatives. Goals must be substantive enough to provide a challenge without limiting the ability to carry out the regular job duties. Goals for each administrator will be forwarded to the Board by the Superintendent in August. The Superintendent will receive a mid-year report on goal progress from each administrator. This report will be reviewed and forwarded to the Board. Each administrator will present written evidence of goal completion, steps toward goal completion and/or reasons for goal continuation to the Superintendent by June 30<sup>th</sup> of each academic year. This report will be reviewed and forwarded to the Board prior to the August Board meeting.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Contract the day and year first above written.

BELLWOOD-ANTIS SCHOOL BOARD

BUSINESS MANAGER/SCHOOL  
BOARD SECRETARY



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Robert Fisher, President



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Kimberly VanGorder

