

PLEASANT VALLEY SCHOOL DISTRICT
2233 Route 115, Suite 100
Brodheadsville, PA 18322

EMPLOYMENT CONTRACT FOR DIRECTOR OF HUMAN RESOURCES

LORI FULMER

THIS AGREEMENT is made and entered into this 16th day of November, 2023, by and between THE PLEASANT VALLEY SCHOOL DISTRICT BOARD OF DIRECTORS, with offices located at 2233 Route 115, Suite 100, Brodheadsville, Monroe County, Pennsylvania 18322 (hereinafter referred to as "Board"), and LORI FULMER residing at 8 McIntosh Drive, Easton, PA , 18045, Northampton County, (hereinafter referred to as "Fulmer" or "Director of Human Resources").

I. Term of Employment

- A. The Board, in the consideration of the promises herein contained, at a regularly scheduled meeting duly and properly called on the 16th day of November, 2023, has appointed Fulmer in accordance with the Public School Code. Fulmer hereby accepts said employment as Director of Human Resources of schools of the Pleasant Valley School District for a term of five (5) years (7) months beginning November 16, 2023 and ending on June 30, 2029.
- B. This contract shall terminate immediately upon the expiration of the term unless the parties enter into a subsequent written contract or modify the terms of the existing contract through a written addendum publically approved by the Board of Education.

II. Responsibilities of the Director of Human Resources

- A. The Director of Human Resources is responsible for and plans and directs the program of human resources for certificated and classified employees, including recruitment, selection, employment, and evaluation of the staff of the district ensuring that personnel functions conform to district, state, and federal requirements under the direction of the Superintendent, and in compliance with all the requirements of Board policy and the school code. The Director of Human Resources is also responsible for all duties specifically enumerated in the job description set forth in Exhibit B which may change from time to time by the Board of Education, attached hereto and incorporated herein by reference. No duties will be performed that conflict with Board policy and the School Code of 1949, as amended.
- B. At the discretion of the Superintendent of School, the Director of Human Resources or designee shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, excepting (at the option of the Board)

those executive sessions relating to her own employment or her performance evaluation.

III. Director of Human Resources Evaluation

On or about June 15th of each year of this contract, a formal written evaluation shall be conducted by the Superintendent or designee using an evaluation tool identified by the District that is appropriate to review the performance of the Director of Human Resources. The Superintendent shall meet with the Director of Human Resources and deliver to her a copy of the written evaluation and discuss its provisions.

IV. Compensation and Benefits

A. Salary

1. The Director of Human Resources' compensation for the period beginning November 16, 2023 will be ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS, prorated for the 2023-2024 school year.
2. The Director of Human Resources shall receive at least the increase provided to the Act 93 Administrative Group during the 2024-2025 through 2028-2029 school years, effective July 1 of each year. Salary increases shall only be awarded based on a performance evaluation of satisfactory, or better. In the event the Act 93 Group does not receive a compensation increase for any reason during the life of this Agreement, nothing herein prevents the Board of Education from otherwise considering a compensation increase for the Director of Human Resources.

B. Fringe Benefits and Other Benefits

The Director of Human Resources shall also be entitled to participate in the fringe benefits detailed on Exhibit A (Act 93 Compensation Plan) attached hereto and incorporated herein by reference. Eligibility requirements may exist for such benefits. The Director of Human Resources acknowledges the Act 93 Agreement herein may change from time to time and any changes shall be applicable to the Director of Human Resources.

C. Outside Work

The Director of Human Resources agrees to devote her full time, attention, energy, skills and labor to her employment as Director of Human Resources during the term of this agreement. The Director of Human Resources is permitted to engage in other consultative work, speaking engagements, writing, lecturing, adjunct teaching or other professional services provided the Board is informed beforehand, and does not direct the Director of Human Resources to discontinue these activities. These activities shall not interfere with the duties of the Director of Human Resources under this agreement. The Board retains the right to limit or terminate

the Director of Human Resources' outside work activities at any time with reasonable notice.

D. Post-Retirement Benefits

The post-retirement benefits for the Director of Human Resources are specifically set forth in Exhibit A. Meeting eligibility requirements for such benefits are required for such benefits

V. Separation from Employment

A. Termination

Throughout the term of this contract, the Director of Human Resources shall be subject to discharge for valid reasons specified in the Public School Code of the Commonwealth of Pennsylvania Section 5-514. In the event the Director of Human Resources is discharged from employment, this contract shall be terminated, with no additional benefits except as herein provided.

B. Other Separation from Employment

This agreement may also be terminated by resignation of the Director of Human Resources upon sixty (60) days written notice to the school district or written mutual agreement by the parties.

In addition, the parties may mutually end this Agreement. Any separation agreement or severance package shall be separately negotiated between the parties.

VI. Other Contractual Terms

A. Modification of Agreement

Notwithstanding any term or provision herein or elsewhere, oral or in writing, this Agreement shall not be modified except in writing signed by the Director of Human Resources and approved by the Board, and executed by an authorized officer of the Board.

B. Savings

This contract contains the entire agreement between the parties. If during the term of this contract, it is found that a specific clause of the contract violates federal or state law, the remainder of the contract not affected by such ruling shall remain in full force and effect.

C. Applicable Laws

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

D. Professional Liability

The school district shall provide a defense and pay all costs and fees associated therewith in the event a person shall institute legal action against the Director of Human Resources which has arisen from the performance of her regular and customary duties as set forth in the job description and approved by the Board of Education. In the event any court of competent jurisdiction shall determine liability by the Director of Human Resources, the district shall indemnify and hold the Director of Human Resources harmless, which includes the payment of legal costs, damages, awards, etc. Such indemnification shall not include the liability for any intentional act.

E. Obligations

This agreement shall be binding upon and inure to the benefit of the parties, their successors or assigns.

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

BOARD OF SCHOOL DIRECTORS OF THE
PLEASANT VALLEY SCHOOL DISTRICT

ATTEST: Tammy A. Smale
Tammy A. Smale, Board Secretary

BY: Susan Kresge
Susan Kresge, Board President

Lori Fulmer
Lori Fulmer

Exhibit B

PLEASANT VALLEY SCHOOL DISTRICT Brodheadsville, Pennsylvania 18322

POSITION DESCRIPTION

POSITION: Director of Human Resources

REPORTS DIRECTLY TO: Superintendent

PURPOSE: Under the supervision of the Superintendent, plans and directs the program of human resources for certificated and classified employees, including recruitment, selection, employment, and evaluation of the staff of the district ensuring that personnel functions conform to district, state, and federal requirements.

FUNCTIONS:

1. Follows all laws, Board Policies, regulations, rules and procedures, and complies with the instructions and/or directives from his/her supervisor(s).
2. Works primarily independently in assigned settings.
3. Establishes an effective working rapport with all other staff and maintains a positive relationship with the school district's internal and external publics.
4. Oversees and collaborates with all administrators/supervisors and applicable staff to effectively administer to all personnel-related policies, regulations, procedures, agreements, concerns, and issues, in order to maintain an effective and efficient school district workforce.
5. Helps ensure that school district personnel adhere to all federal and states guidelines and regulations, as well as all school district policies, regulations, rules and procedures.
6. Helps ensure a safe and productive working environment that is conducive to learning.
7. Assists the Superintendent in addressing employee issues and/or conducting investigations with regard to personnel, including the delivery of disciplinary consequences.
8. Conducts and/or supervises such studies or research as desirable or required to help ensure continuous improvement of the personnel office and/or the performance of school district personnel.

9. Coordinates the recruitment, interviewing and hiring of prospective school district employees, including other administrative personnel depending upon the position being hired and/or as directed by the Superintendent.
10. Coordinates the recruitment, interviewing and hiring of all personnel who serve in substitute capacity.
11. Works in conjunction with the Assistant Superintendent and other administrative staff in determining personnel needs.
12. Assumes the responsibility for compiling data and reporting with regard to personnel for the Superintendent, Pennsylvania Department of Education and other legitimate agencies/authorities.
13. Assumes the responsibility for the maintenance of employee records.
14. Assumes the responsibility for developing and/or properly maintaining all personnel-related handbooks, manuals, policies, regulations and procedures, updating as necessary.
15. Serves as the "New Teacher Induction" coordinator for the school district and ensures proper orientation and, as needed, training for all new school district staff.
16. Assists the Superintendent in handling grievances submitted by school district employees.
17. Assumes the responsibility for ensuring that current and accurate position descriptions exist for each position.
18. Serves as the Title IX, Section 504, and Equal Opportunity coordinator for the school district.
19. Serves as the liaison for all contractors that deliver services to the school district when the need for clearances and/or other required documents and/or records are required and ensures the appropriate recording and/or storage of such.
20. Assists in the process of negotiations with all school district bargaining units and employee groups.
- 2 L Reports to the Superintendent on the progress of observations/evaluations of all professional and support staff.
22. Assists the Superintendent and/or designee(s) in developing long-range plans that are consistent with personnel needs, curricular and instructional needs, population trends, community needs, cultural needs and the appropriate use of

school district facilities pursuant to established objectives.

23. Communicates with staff members regarding pertinent new laws, regulations, policies, rules, procedures and judicial decisions.
24. Reviews and recommends to the Superintendent modifications to school district policies, regulations and agreements that are in line with recent court decisions and state/federal regulations and helps ensure the appropriate dissemination of such.
25. In conjunction with other applicable administrative staff, assumes the responsibility for coordinating the delivery and/or curtailment of technology use/access regarding personnel.
26. Develops those areas of the school district's budget pertinent to his/her assignment.
27. Advises the Superintendent and Business Manager on budget items related to the personnel office.
28. Act as liaison between CIU 20 and the school district with regard to personnel-related issues.
29. Maintains contemporary professional awareness and promotes personal professional growth through participation in professional development activities.
30. Attends meetings of the School Board and other meetings pertinent to his/her assignment and/or as directed by the Superintendent or designee.
31. Works the hours necessary to ensure the functions of the position are effectively administered.
32. Performs the work described herein without posing a direct threat to the health or safety of himself/herself or others.
33. Performs other duties and related tasks as assigned by the Superintendent or designee.

QUALIFICATIONS:

1. Has the ability to read, write, and speak English fluently.
2. Has a minimum of five (5) years of school-related administrative experience is preferred.
3. Provides evidence of experience in developing and directing staff and handling personnel-related issues.

4. Has an understanding of the process of observation/evaluation of personnel.
5. Has experience in reviewing credentials and interviewing personnel.
6. Has a strong ability to articulate and communicate with professional personnel and the school district's internal and external publics.
7. Provides evidence of experience in developing, coordinating and administering personnel-related programming.
8. Has the ability to drive and possesses a valid driver's license.
9. Must possess adequate interpersonal skills, demonstrating the ability to work independently and/or on a team.
10. Must be dependable, punctual, flexible, appropriately attired, neat in appearance, and able to manage time appropriately.
11. Possesses necessary technology-related knowledge and individual computer skills.
12. A working knowledge of the relationships existing between the school district and other educational entities is preferred.
13. Possesses effective communicative, judgmental, organizational, planning, problem-solving, and human relations skills and has the ability to work cooperatively with employees, other school districts and educational institutions, and the public in satisfying the needs and responsibilities of the assigned functions.
14. Provides evidence of professional growth and development by keeping current of issues in the field.

PHYSICAL REQUIREMENTS:

1. Must be able to remain in a stationary position for prolonged periods of time.
2. Must be able to move about the work area to access materials, file cabinets, office machinery, etc.
3. Must be able to operate equipment relative to his/her position for use and simple service or repair.
4. Must be able to travel between school district buildings and other job-related locations as necessary.
5. Must be able to withstand changes in environmental conditions inside and outside of the work facility, and to adapt to these changes.
6. Must be able to attend evening meetings.
7. Must be able to access all work areas and locations.

8. Must be able to lift as required.

This position description does not state or imply that these are the only duties to be performed by the employee occupying this position. The employee in this position will be required to perform any other duties requested by his/her supervisor(s).

The position holder must be able to perform the essential job functions with or without reasonable accommodation. It is the responsibility of the employee to inform the school district of any and all reasonable accommodations that will be required.

September 2017