

AGREEMENT

THIS AGREEMENT made this 11th day of November, 2023 by and between the **BOARD OF SCHOOL DIRECTORS OF THE SAUCON VALLEY SCHOOL DISTRICT**, a Pennsylvania school district, with its principal offices located at 2097 Polk Valley Road, Hellertown, PA 18055 (hereinafter referred to as "District" or "Board") and **DAVID J. BONENBERGER** (hereinafter referred to as "Bonenberger" or "Director of Fiscal and Operations Management", or for purposes of this Agreement, "Director").

WITNESSETH:

WHEREAS, the Board by action dated 11-14-23, has voted to employ David J. Bonenberger as Director of Fiscal and Operations Management for the time period of July 1, 2024 through June 30, 2032; and

WHEREAS, the Board desires to provide Bonenberger with a written Employment Agreement in order to: (1) enhance administrative stability and continuity within the District, which the Board believes generally improves the quality of its overall educational, fiscal, and operational program; and (2) to memorialize the job responsibilities of the Director of Fiscal and Operations Management; and

WHEREAS, this Agreement is written consistent with the provisions of Section 10-1089 of the Public School Code of 1949; and

WHEREAS, the purpose of this Agreement is for the parties to set forth the understandings governing compensation and fringe benefits reached between DISTRICT and DIRECTOR.

NOW, THEREFORE, the parties intending to be legally bound, based upon the mutual considerations and covenants herein, agree as follows:

1. TERM

DISTRICT, in consideration of the promises herein contained by DIRECTOR, hereby employs, and DIRECTOR hereby accepts employment as DIRECTOR OF FISCAL AND OPERATIONS MANAGEMENT for a term commencing July 1, 2024 through June 30, 2032 and every five years thereafter unless this contract is terminated in accordance with the provisions of Paragraph Ten (10) hereof or if the DISTRICT notifies DIRECTOR prior to 150 days before the end of this contract of its intent not to renew the contract for a subsequent period. If the DIRECTOR is not notified 150 days prior to the termination of this contract, his employment will be rolled over into another five-year contract.

AGREEMENT

THIS AGREEMENT made this 14th day of November, 2023 by and between the **BOARD OF SCHOOL DIRECTORS OF THE SAUCON VALLEY SCHOOL DISTRICT**, a Pennsylvania school district, with its principal offices located at 2097 Polk Valley Road, Hellertown, PA 18055 (hereinafter referred to as "District" or "Board") and **DAVID J. BONENBERGER** (hereinafter referred to as "Bonenberger" or "Director of Fiscal and Operations Management", or for purposes of this Agreement, "Director").

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2. PROFESSIONAL SERVICES

During the term of this Employment Contract, in consideration of the employment, compensation, and other conditions and benefits set forth herein, the DIRECTOR shall put forth his best efforts; shall provide quality professional services; and, shall faithfully perform the duties and discharge the responsibilities assigned to him as DIRECTOR OF FISCAL AND OPERATIONS MANAGEMENT. The DIRECTOR shall provide twelve (12) months of full and regular service each year.

3. RESPONSIBILITIES

The following shall be the responsibilities of the DIRECTOR OF FISCAL AND OPERATIONS MANAGEMENT:

- (a) The DIRECTOR shall diligently and conscientiously devote full and exclusive time and attention, and best efforts, to the discharge of duties as a DIRECTOR in the District.
- (b) The DIRECTOR shall report to and be under the direct supervisor of the Superintendent of Schools, who shall act as the Chief Executive Officer and Chief Administrative Officer of the District.
- (c) The DIRECTOR shall carry out those duties and responsibilities assigned to the DIRECTOR by the Superintendent.
- (d) The DIRECTOR will act as the District's Business Manager under Section 1089 of the Public School Code and shall perform his duties in accordance with the provisions of the School Code and the policies and directives of the Board of School Directors duly adopted and promulgated by official action of the Board.
- (e) The DIRECTOR shall oversee, and be supervisor to, the Food Service Coordinator, Assistant Business Manager, Supervisor of Campus Operations, and Database Specialist.
- (f) The DIRECTOR shall oversee all child accounting responsibilities in the District.
- (g) The DIRECTOR shall oversee all human resource job responsibilities involving non-professional employees in the District. This also includes all health benefit eligibility issues, FMLA eligibility, and insurances for all employees.

4. PROFESSIONAL GROWTH OF DIRECTOR

DISTRICT encourages the continuing professional growth of DIRECTOR through his participation, as he might decide in light of his responsibilities as DIRECTOR, in:

- (a) the operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school board associations;

- (b) seminars and courses offered by public or private educational institutions; and
- (c) informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of DIRECTOR to perform his professional responsibilities for DISTRICT.

In its encouragement, DISTRICT shall reimburse DIRECTOR for costs reasonably and necessarily incurred to attend and participate in meetings, conferences, conventions, and seminars related to the duties of his position or the education program of the DISTRICT. All District conference policies and guidelines apply. The DISTRICT will not reimburse or advance the cost for "professional growth participation" and/or conferences unless the same are approved by the School Board upon recommendation of the Superintendent.

5. COMPENSATION

The DISTRICT shall pay DIRECTOR an annual salary paid on a bi-weekly basis. The DIRECTOR shall receive a three percent (3%) salary increase for 2024-2025 through 2028-2029, effective July 1 of each year. The DIRECTOR shall receive a five percent (5%) salary increase for 2029-2030 through 2031-2032 effective July 1 of each year. Notwithstanding the adjustments noted herein, the parties hereby acknowledge the Board reserves the right to modify the salary adjustments through separate board action based on the performance of the Director. The Director shall not receive the adjustments herein in the event of unsatisfactory performance on his evaluation.

A tax sheltered annuity shall be provided by the DISTRICT to the DIRECTOR as additional compensation. The DISTRICT will fund said annuity with annual payments in the amount of two percent (2%) of the above annual salary. The tax sheltered annuity shall be subject to approval by the DIRECTOR. Additional contributions by the DIRECTOR to the tax sheltered annuity shall be permitted at the sole discretion of the DIRECTOR.

FRINGE BENEFITS

- (a) In addition to compensation described in paragraph 6, DIRECTOR shall be entitled to all fringe benefits and not less than the fringe benefits which are provided to other professional administrative employees as set forth in the DISTRICT'S Act 93 agreement. These benefits may include: Personal Days, Bereavement, Paid Holidays, Tuition Reimbursement, Vision, Dental, Prescription Drug, Insurance, Leave of Absence. To the extent the Act 93 modifies benefits; such modifications shall be applicable herein.
- (b) The DISTRICT will contribute to a whole life insurance policy that equals three times the salary of the DIRECTOR.
- (c) DISTRICT shall pay directly, or reimburse DIRECTOR for payment of membership fees, and other costs for service or community organizations, including the annual membership dues for the Association of School Business

Officials, International, the Pennsylvania Association of School Business Officials and any other professional groups, membership in which DIRECTOR feels it is necessary to maintain and improve his professional skills, as permitted by state law and as approved by DISTRICT in the annual budget.

- (d) Vacation. DIRECTOR shall be entitled to twenty (20) vacation days per year. Unused vacation days may be carried forward to the next year if approved in writing by the Superintendent.
- (e) Hospitalization/Major Medical Benefits at retirement. If DIRECTOR'S employment is terminated because of his retirement or disability, DIRECTOR, following termination of his employment, shall be eligible for retiree healthcare benefits as provided to the Act 93 group at the time of his retirement until the age of 65 or for a maximum of 7 years, whichever is sooner following retirement. Should the eligibility window for Act 93 employees be modified, the eligibility window for DIRECTOR shall be modified as well.

6. MILEAGE REIMBURSEMENT

DISTRICT shall reimburse DIRECTOR for school district travel at the maximum mileage reimbursement rate as established from time to time by the Internal Revenue Services.

7. PROFESSIONAL LIABILITY

- (a) DISTRICT agrees that it shall defend, hold harmless and indemnify DIRECTOR from any and all demands, claims, suits, actions and legal proceedings brought against DIRECTOR in his individual capacity, or his official capacity as agent and employee of the DISTRICT, provided the incident arose while DIRECTOR was acting within the course and scope of his employment and excluding criminal litigation and as such liability coverage is within the authority of the school board to provide under state law, except that in no case will individual board members be considered personally liable for defending, holding harmless or indemnifying DIRECTOR against such demands, claims, suits, actions and legal proceedings.
- (b) DISTRICT shall not, however, be required to pay any costs of any legal proceedings in the event DISTRICT and DIRECTOR have adverse interests in such litigation.

8. GOALS AND OBJECTIVES

Upon the execution of this contract, the parties shall meet to establish DISTRICT goals and objectives for the ensuing school year. Said goals and objectives shall be in writing and be among the criteria by which DIRECTOR is evaluated as hereafter provided. On or prior to September 15 of each succeeding school year, the parties will meet to establish DISTRICT goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described. This provision shall not be interpreted

to prevent DISTRICT goals and objectives from being clarified and/or amended during a school year, nor to excuse DIRECTOR from compliance with specific directives of the Board.

9. PERFORMANCE EVALUATION

The Superintendent shall evaluate the DIRECTOR no later than September 1st of a given year for the prior year's performance. Performance shall be based on the goals and objectives as established in Paragraph 8, along with any performance evaluation criteria established by the Superintendent, in conjunction with the Board, regarding the performance review of the DIRECTOR.

10. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract or any extension or renewals hereof may be terminated by:

- (a) Mutual agreement by the parties, under such terms and conditions as are mutually agreed upon.
- (b) Retirement or resignation of DIRECTOR with sixty (60) days' notice.
- (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 of DIRECTOR.

All salary and benefits shall cease upon date of death, except any and all death benefits, employee benefits property payable to survivors of DIRECTOR and life insurance coverage in place on the day prior to death.

11. WAIVER OF BREACH

The waiver of DISTRICT of due performance of or compliance with any provisions of this Agreement by DIRECTOR shall not operate or be construed as a waiver of due performance or compliance by DIRECTOR thereafter.

12. SEVERABILITY

If any provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement.

13. APPLICABLE LAW

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

14. HEADINGS

The headings in this Agreement are for convenience only and shall not be considered as part of this Agreement.

15. MODIFICATION

No waiver, change or modification of any of the terms of this Agreement shall be binding unless in writing and signed by both parties to this Agreement.

IN WITNESS WHEREOF, DISTRICT has caused this Employment Contract to be approved in its behalf by a duly authorized officer and DIRECTOR has approved this Employment Contract effective on the day and year specified in Paragraph 1.

BOARD OF SCHOOL DIRECTORS
OF SAUCON VALLEY SCHOOL DISTRICT

Attest: Judith A. Riegel

By: Susan Baxter
Board President

David J. Bonenberger
David J. Bonenberger