

**EMPLOYMENT CONTRACT
BETWEEN**

JON R. GUYER

AND THE

**BOARD OF SCHOOL DIRECTORS OF THE
HUNTINGDON AREA SCHOOL DISTRICT**

This Employment Contract, made and entered into this 15th day of April 2024, by and between the BOARD OF SCHOOL DIRECTORS OF THE HUNTINGDON AREA SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and Jon R. Guyer, BUSINESS MANAGER, hereinafter referred to as BUSINESS MANAGER.

WHEREAS, DISTRICT desires to provide the BUSINESS MANAGER with a written Employment Contract in order to enhance administrative stability and continuity within the schools which DISTRICT believes generally improves the quality of its overall educational program; and, WHEREAS, DISTRICT and BUSINESS MANAGER believe that a written Employment Contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools; and

WHEREAS, the Board of School Directors of the District, at a regularly scheduled meeting duly and properly called on April 15, 2024 did appoint to the position of Business Manager for the District in accordance with the provisions of Sections 1082 and 1089 of the Public School Code of 1949 pending acceptance and execution of this agreement;

NOW, THEREFORE, DISTRICT and BUSINESS MANAGER, for the consideration herein specified, agree as follows:

1. TERM

DISTRICT, in consideration of the promises herein contained of BUSINESS MANAGER, hereby employs, and BUSINESS MANAGER hereby accepts employment as BUSINESS MANAGER for a term commencing the 6th day of May, 2024 and ending the 30th day of June, 2029.

DISTRICT may, by specific action and with the consent of BUSINESS MANAGER, extend the termination date of the existing contract to such later date as may be mutually agreed. It shall be the responsibility of the BUSINESS MANAGER to notify DISTRICT of pending expiration of this agreement no later than ninety (90) days prior to the termination date.

2. AUTHORITY OF SCHOOL BOARD/DISTRICT AND BUSINESS MANAGER

DISTRICT, on its own behalf and on behalf of the electors of the DISTRICT, and BUSINESS MANAGER hereby retain and reserve all power, rights, authority, duties and responsibilities conferred upon and invested in it and in him respectively by the laws and the Constitution of the

Commonwealth of Pennsylvania save for any power or rights limited by the express terms of this Agreement.

3. **PROFESSIONAL SERVICES**

During the term of this Employment Contract, in consideration of the employment, compensation, and other conditions and benefits set forth herein BUSINESS MANAGER shall put forth her/his best efforts; shall provide quality professional services; and, shall faithfully perform the duties and discharge the responsibilities assigned to her/him as BUSINESS MANAGER. BUSINESS MANAGER shall provide twelve (12) months of full and regular service each year. It is expected that BUSINESS MANAGER will work the number of hours needed to complete the job in a satisfactory manner with a normal work week of 40 hours (minimum) during regular business hours as assigned by the Board of School Directors, plus attendance at meetings as needed by the Board.

4. **RESPONSIBILITIES**

The following shall be the responsibilities of BUSINESS MANAGER:

- A. BUSINESS MANAGER shall diligently and conscientiously devote his/her time and attention, and best efforts, to the discharge of duties as BUSINESS MANAGER in the District.
- B. BUSINESS MANAGER shall report to, and be under the direct supervision of the Superintendent, and who shall work in conjunction with the Principals of Schools.
- C. BUSINESS MANAGER shall carry out those duties and responsibilities assigned to the BUSINESS MANAGER by the Superintendent.
- D. BUSINESS MANAGER shall perform his/her 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. However, during the term of the contract, BUSINESS MANAGER may undertake such consulting work or other appropriate outside professional duties, providing such outside work will not interfere with the efficient and effective operation of the District, or the BUSINESS MANAGER's availability for the needs of the District
- F. The duties of BUSINESS MANAGER include, but shall not be limited to oversight of the District's finances, transportation and facilities and all duties as listed in Exhibit A attached hereto.

5. **PROFESSIONAL GROWTH/MEMBERSHIPS**

DISTRICT encourages the continuing professional growth of the BUSINESS MANAGER. To this end the DISTRICT shall:

- A. Pay for three (3) annual memberships in organizations related to his/her position.
- B. The BUSINESS MANAGER may attend up to two (2) State Conferences per year related to his/her duties and responsibilities as BUSINESS MANAGER. Only with Board approval may the BUSINESS MANAGER attend any National Conferences.
- C. BUSINESS MANAGER may receive tuition reimbursement for graduate level courses directly related to his/her position as BUSINESS MANAGER in accordance similar provisions outlined in the Act 93 agreement.

6. **COMPENSATION**

The Board of School Directors and the BUSINESS MANAGER agree to the following conditions as they relate to this AGREEMENT or any amendment or extension to this AGREEMENT.

- A. The SCHOOL DISTRICT shall pay the BUSINESS MANAGER an annual salary as follows:

\$95,000 prorated from date of hire to June 30, 2024

Annual Salary increases will be calculated based on the Huntingdon Area School District's Act 93 agreement for Tier 3 employees.

- a. Salary increases shall be applied unless the Business Manager's performance is rated as "unsatisfactory" on his annual performance assessment for the prior school year, in accordance with the provisions of this Agreement.
- b. In the event that the Superintendent determines that the performance of the BUSINESS MANAGER is unsatisfactory in any respect, he/she shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations for improvement in all instances where the Superintendent deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the BUSINESS MANAGER. The BUSINESS MANAGER shall have the right to make a written reaction or response to the evaluation within thirty (30) days of receipt of same. This response shall become a permanent attachment to the BUSINESS MANAGER'S personnel file. The Superintendent's evaluation and BUSINESS MANAGER'S response shall be private and in no manner become public knowledge or record. Within thirty (30) days of the delivery of the written evaluation to the BUSINESS MANAGER or as soon thereafter as is reasonably practicable, the Superintendent shall meet with the BUSINESS MANAGER to discuss the evaluation.
- c. In the event the Superintendent does not perform an Annual Performance Assessment by September 1, the Business Manager shall provide written notice to Superintendent and the Board of the failure to do so and the Superintendent shall have thirty (30) days from the receipt of the notice to provide an Assessment. If no assessment is provided within said 30 days, the Business Manager's compensation shall be increased retroactively to July 1 of that year at the increase specified in the employment contract.
- d. The District retains the right to adjust the Business Manager's 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.

- e. 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.

7. FRINGE BENEFITS

- A. Health Insurance. BUSINESS MANAGER shall be entitled to participate in the same hospitalization, vision, and dental plans provided under the Act 93 Administrator Compensation Plan. In all respects the coverages for the plans referenced above are subject to the operating guidelines and procedures of the insurance provider(s). The District's only responsibility is payment of its share of the premiums.
- B. Sick Leave. The BUSINESS MANAGER shall be entitled to twelve (12) days per year with accumulation in accordance with the School Code. Up to twenty-five (25) sick days from previous school district employment shall transfer.
- C. Personal Leave. The BUSINESS MANAGER shall be entitled personal leave pursuant to the Act 93 Agreement.
- D. Bereavement Leave. The BUSINESS MANAGER shall be entitled to the same bereavement leave as the Act 93 Agreement.
- E. Vacation. BUSINESS MANAGER shall be entitled to vacation days pursuant to the Act 93 Agreement. Unused vacation days will be pursuant to the Act 93 Agreement. BUSINESS MANAGER, upon termination of his/her employment, shall be paid for all unused accrued vacation days. Days may be prorated where less than a full year of employment is performed.
- F. Jury Duty/Witness Leave. The BUSINESS MANAGER shall be entitled to jury duty/witness leave as required by law.
- G. Term Life Insurance. The Board shall pay the premium to provide group term life insurance including accidental death and dismemberment pursuant to the Act 93 Agreement from a company selected by the DISTRICT for the BUSINESS MANAGER, 100% of the premium cost thereof to be paid by the Board for each contract years. In all respects the coverage for the plan referenced above is subject to the operating guidelines and procedures of the insurance provider. The District's only responsibility is payment of its share of the premium.
- H. Holidays: The following are holidays for Administrators:

Labor Day	Thanksgiving Day	Day after Thanksgiving
Day before Christmas	Christmas Day	Day after Christmas
Day before New Year's	New Year's Day	Good Friday
Memorial Day	Independence Day	Four (4) Floating Holidays*

*The floating holidays must be used when school is not in session.

8. **MILEAGE REIMBURSEMENT**

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

9. **OTHER EXPENSES**

The DISTRICT shall pay directly, or shall reimburse the BUSINESS MANAGER for all reasonable business expenses incurred in the fulfillment of the BUSINESS MANAGER'S official duties hereunder, including expenditures for food, lodging and travel. Board approval is required for reimbursement.

10. **CPA/CMA CERTIFICATION**

Should the Employee obtain CPA or CMA certification during the agreement, The BUSINESS MANAGER agrees to maintain CPA or CMA designation at the expense of the Huntingdon Area School District for the duration of his employment with the District.

11. **PROFESSIONAL LIABILITY**

- A. DISTRICT agrees that it shall defend, hold harmless and indemnify the BUSINESS MANAGER from any and all demands, claims, suits, actions and legal proceedings brought against BUSINESS MANAGER in his/her individual capacity, or his/her official capacity as agent and employee of the DISTRICT, provided the incident arose while BUSINESS MANAGER was acting within the course and scope of his/her 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 BUSINESS MANAGER 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 BUSINESS MANAGER have adverse interests in such litigation.

12. **TERMINATION OF EMPLOYMENT CONTRACT**

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

- A. Written mutual agreement by the parties, under such terms and conditions as are mutually agreed upon.
- B. Retirement or resignation of BUSINESS MANAGER with ninety (90) days' written notice. It is expressly agreed that it shall be at the sole discretion of the District to determine whether the BUSINESS MANAGER may utilize accumulated vacation and sick days during the relevant 90-day notice period provided in advance of any retirement/resignation from employment.
- C. Discharge for Cause.

Discharge for cause shall be by written notice and occur in accordance with the provisions and for such reasons limited to that specified in Section 1122 of the Public School Code, or for the causes and under the procedures set forth in Section 1122 of the Public School Code of 1949, as amended and/or for breach of terms and conditions of this contract. Written notice shall state that an opportunity to be heard shall be granted if the BUSINESS MANAGER, within ten (10) days after receipt of the termination notice, presents a written request for such hearing. In the event of discharge following hearing before the Board, it is understood and agreed that the BUSINESS MANAGER may exercise any right of appeal or review granted under the Local Agency Law, the Public School Code, and other applicable laws enforceable in this Commonwealth, in the event that the DISTRICT initiates any proceedings to terminate the BUSINESS MANAGER'S employment in accordance with the foregoing provisions.

- D. If the BUSINESS MANAGER should be unable to perform any or all of the BUSINESS MANAGER'S duties by reason of illness, accident, incapacity or other cause beyond the BUSINESS MANAGER'S control and said disability persists for a period of more than the BUSINESS MANAGER'S accumulated sick leave and vacation entitlement during any school year, the DISTRICT may in its discretion make a proportionate deduction from the salary stipulated hereunder, or if said disability is permanent, irreparable of such nature as to make performance of the BUSINESS MANAGER'S duties impossible, upon compliance with the provisions of paragraph 11.A, 11.B or 11.C hereof, the DISTRICT may terminate this Agreement and the employment of the employee in accordance with applicable provisions of the School Code and applicable Federal law, whereupon the respective duties, rights and obligations hereof shall cease.
- E. **Death of BUSINESS MANAGER.**
All salary and benefits shall cease upon date of death, except any and all death benefits, employee benefits properly payable to survivors of BUSINESS MANAGER and term life insurance coverage in place on the day prior to death.

13. **GENERAL PROVISIONS**

- A. This Agreement and all appendices, addenda, and amendments made part thereof shall be binding upon the Board and the DISTRICT and upon their successors and assigns.
- B. If any provision of this Agreement be declared illegal by final decision of a court of this Commonwealth, said provision shall be deemed deleted from this agreement and the remaining provisions shall remain in full force and effect if not otherwise affected by said deletion.
- C. The provisions of the Agreement and its appendices may not be changed or supplemented except by written amendment that has been agreed to and signed by both parties.

14. **ASSESSMENT OF PERFORMANCE.**

- A. **Assessment:** The Superintendent shall evaluate, in writing, the performance of the BUSINESS MANAGER at least once a year during the term of this contract, no later than June 30 of each year. In the event the Superintendent determines that the performance of the BUSINESS MANAGER is unsatisfactory in any respect, he/she shall describe in

writing, in reasonable detail, the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to BUSINESS MANAGER. The BUSINESS MANAGER shall have the right to make a written response to the evaluation. The evaluation and response(s) shall be totally private and in no manner become public knowledge or conversation.

- B. **Goals and objectives:** Upon the execution of this contract, the Business Manager shall submit DISTRICT goals and objectives to the Superintendent for consideration. The Superintendent will review the goals and respond in writing agreeing to or recommending revisions. Said goals and objectives shall be reduced to writing and be among the criteria by which the BUSINESS MANAGER is evaluated as hereafter provided. On or prior to August 15 of each succeeding school year, the Business Manager and Superintendent 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 BUSINESS MANAGER from compliance with specific directives.

Goal Development: The Business Manager shall develop goals annually. Goals developed will have both building and district level impact. The Business Manager shall develop goals collaboratively with the superintendent and submit goals to the Superintendent before the next academic year. The Superintendent will refine the goals to relate to district and building initiatives as well as the district strategic plan. 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. The Superintendent will receive quarterly reports on goal progress from each administrator. Each administrator will present written evidence of goal completion, steps toward goal completion and/or reasons for goal continuation to the Superintendent by June 30th of each academic year. This report will be reviewed and shared with the Board as part of the annual review process.

15. **EFFECTIVENESS**

If any term, condition, clause or provision of this Agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause or provision shall be stricken from this Agreement, and in all other respects this Agreement shall be valid and continue in full force, effect and operation.

16. **APPLICABLE LAW**

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

17. **MODIFICATION**

No change or modification of this Agreement shall be valid unless the same is mutually agreed to by the parties in writing and executed by all parties.

18. **INUREMENT**

This Agreement shall be binding and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

19. **WAIVER OF BREACH**

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

20. **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.

21. **HEADINGS**

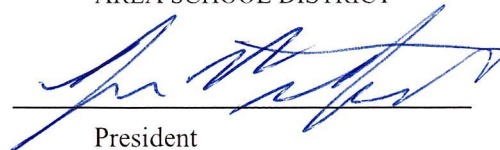
The headings in this Agreement are for convenience only and shall not be considered as part of this Agreement.

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



Business Manager

BOARD OF DIRECTORS OF THE HUNTINGDON
AREA SCHOOL DISTRICT



President

Attest: 