

**EMPLOYMENT CONTRACT
BETWEEN**

Faith Swanson

AND THE

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

This Employment Contract, made and entered into this August 17, 2015 by and between the BOARD OF SCHOOL DIRECTORS OF THE HUNTINGDON AREA SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and Faith Swanson 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 the August 17, 2015 did appoint Faith Swanson 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 31st day of August, 2015 and ending the 30th day of June, 2020.

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

DISTRICT shall compensate BUSINESS MANAGER at an annual rate of \$68,000 Dollars paid Bi-weekly effective the 31st day of August, 2015 This amount will be prorated for the remainder of the 2015-2016 school year. Provided the BUSINESS MANAGER performance is rated satisfactory (proficient) after the first 6 months (February 31, 2016), BUSINESS MANAGER'S compensation shall be further increased \$2000 effective March 1, 2016 to the prorated amount of \$70,000

At the conclusion of the 2015-2016 provided the BUSINESS MANAGER performance is rated satisfactory (proficient), BUSINESS MANAGER'S compensation shall be further increased \$2000, to the rate of \$72,000 effective July 1, 2016 and then annually thereafter in the amount of One thousand – five hundred (\$1,500) dollars each year (\$73,500/\$75,000/\$76,500). Nothing herein would preclude the BOARD from providing an additional bonus for outstanding performance.

7 FRINGE BENEFITS

- A. Medical Insurance. BUSINESS MANAGER shall be entitled to participate in the same hospitalization, vision, and dental plans provided under the Act 93 Administrator Compensation Plan
- B. Sick Leave. The BUSINESS MANAGER shall be entitled to twelve (12) days per year with accumulation in accordance with the School Code. 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. 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.
- 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. 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

11. 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' 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 1080 of the Public School Code, or for the causes and under the procedures set forth in Section 1089 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 life insurance coverage in place on the day prior to death

12. **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

13. **ASSESSMENT OF PERFORMANCE.**

- A. 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. The parties shall have the right to mutually waive a formal performance assessment in any year of this Agreement provided, however, that BUSINESS MANAGER shall not be subject to discipline or discharge on the basis of neglect of duty in any year when a formal performance assessment is not completed.

14. **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.

15. **APPLICABLE LAW**

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

16. **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.

17. **INUREMENT**

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

18. **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.

19. **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

20. **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.

BOARD OF DIRECTORS OF THE HUNTINGDON AREA SCHOOL DISTRICT

By:  Business Manager  President

Attest: 