

## MEMORANDUM OF UNDERSTANDING

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of September, 2017, by and between **PATRICK HEWITT**, of \_\_\_\_\_, Wellsboro, Pennsylvania 16901 (hereinafter referred to as "Mr. Hewitt")

A N D

**WELLSBORO AREA SCHOOL DISTRICT**, with offices located at 227 Nichols Street, Wellsboro, Pennsylvania 16901 (hereinafter referred to as "District").

W I T N E S S E T H :

**WHEREAS**, Mr. Hewitt submitted his letter of resignation to the Board of School Directors which was accepted on August 8, 2017; and

**WHEREAS**, Mr. Hewitt's irrevocable letter of resignation stated that his effective retirement date is December 31, 2017; and

**WHEREAS**, the District is in need of a Federal Programs Coordinator for a short period of time in accordance with this Agreement; and

**WHEREAS**, the parties desire to enter into this Memorandum of Understanding in order to set forth the terms and conditions of this Agreement.

**NOW, THEREFORE**, the parties to this Agreement, in consideration of the mutual covenants and promises contained herein, all intending to be legally bound hereby, agree as follows:

1. The foregoing recitals are incorporated herein by reference.
2. Mr. Hewitt may be contracted to work for the District as the Federal Programs Coordinator for a period of up to twenty-four (24) days starting on January 1, 2018 through June 30, 2018.
3. The use of Mr. Hewitt in this capacity will be on an as needed basis but shall not exceed twenty-four (24) days.
4. Mr. Hewitt will be paid a per diem rate that shall not exceed a total amount of Ten Thousand and no/100 (\$10,000.00) Dollars.
5. Mr. Hewitt's per diem rate based on one-half of his last year's average salary divided by 260 days shall be \$206.25 per day.
6. This Agreement shall be effective January 1, 2018 through June 30, 2018.

Attachment XI-1A

7. Mr. Hewitt understands and covenants that he shall be paid as an independent contractor from the District's general account and there shall be no deduction for taxes. At the end of the year, Mr. Hewitt will be issued a 1099 and he will be responsible for the payment of all payroll, income, earned income, personal income and other taxes as required by law, including the Local Tax Enabling Act, Pennsylvania Department of Revenue, and the Internal Revenue Service.

8. Mr. Hewitt's compensation shall not include any contributions to PSERS, and he shall not receive any benefits, health benefits, and fringe benefits.

9. Mr. Hewitt shall maintain all necessary certificates as required to act in his capacity as the Federal Programs Coordinator.

10. Nothing in this Agreement is intended to interfere with Mr. Hewitt's privileges and benefits under PSERS, and Mr. Hewitt has checked with PSERS and has satisfied himself that entering to this Memorandum of Understanding shall not have any negative impact on his retirement.

11. This Agreement may be cancelled by either party by giving two (2) weeks written notice.

12. If any portion of this Agreement is for any reason found to be invalid or unenforceable, it is hereby declared that it is the intent of the parties that such invalid or unenforceable provision would not have been included herein.

13. This Agreement in no way shall prohibit Mr. Hewitt from his lawful eligibility from any and all retirement incentives that may have become available to him from either the Wellsboro Area School District and/or the Pennsylvania Department of Education.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and date first above written.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Patrick Hewitt

WELLSBORO AREA SCHOOL DISTRICT

By: \_\_\_\_\_  
Matthew Feil, School Board President

\_\_\_\_\_  
Secretary

(SEAL)