

**EMPLOYMENT CONTRACT BETWEEN
BONNIE THOMPSON
AND THE BOARD OF SCHOOL DIRECTORS OF THE
WELLSBORO AREA SCHOOL DISTRICT**

This Employment Contract made and entered into this ____th day of _____ by and between the Board of School Directors of the Wellsboro Area School District hereinafter referred to as DISTRICT, and Bonnie Thompson hereinafter referred to as BUSINESS MANAGER.

WHEREAS, DISTRICT desires to provide 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 ____ day of _____, did appoint Bonnie Thompson, to the position of Business Manager for the District in accordance with provisions of Sections 508 and 1089 of the Public School Code of 1949;

WHEREAS, the Business Manager agrees to use best effort to provide Director's with accurate and timely information.

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 July 1, 2018 through June 30, 2026 and from year to year thereafter unless this contract is terminated in accordance with the provisions of Paragraph hereof.

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.

2. AUTHORITY OF SCHOOL BOARD/DISTRICT AND BUSINESS MANAGER

The 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 her 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 the BUSINESS MANAGER shall put forth her best efforts; shall provide quality professional services; and, shall faithfully perform the duties and discharge the responsibilities assigned to her as BUSINESS MANAGER.

The BUSINESS MANAGER shall provide twelve (12) months, 260 days of full and regular service each year, beginning July 1st of each year. It is understood that the BUSINESS MANAGER may be needed outside of the normal daily work hours and work week. If it is mutually agreed that the additional hours are necessary and sporadic, no compensatory time will be afforded for work outside the defined work day/week.

4. RESPONSIBILITIES

The following shall be the responsibilities of the BUSINESS MANAGER:

- A. The BUSINESS MANAGER shall diligently and conscientiously devote full and exclusive time and attention, best efforts, to the discharge of duties as BUSINESS MANAGER in the District.
- B. The BUSINESS MANAGER shall report to, and be under the direct supervision of the Superintendent of Schools, who shall act as the Chief Executive Officer and Chief Administrative Officer of the District.
- C. The BUSINESS MANAGER shall carry out those duties and responsibilities assigned to the BUSINESS MANAGER by the Superintendent.
- D. The BUSINESS MANAGER shall perform 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.

5. ASSESSMENT OF PERFORMANCE

The Superintendent shall evaluate and assess in writing the job performance of the BUSINESS MANAGER at least once a year during the term of this contract. The evaluation and assessment shall be reasonably related to the position description of BUSINESS MANAGER. The evaluation instrument will be the PDE state non-teacher evaluation form. Each judgment made shall be supported by rational and objective evidence. The purposes of the performance assessment shall be as follows:

- a) To strengthen the working relationship between the SUPERINTENDENT and the BUSINESS MANAGER
- b) To enhance the BUSINESS MANAGER'S effectiveness
- c) To clarify for the BUSINESS MANAGER the responsibilities which the SUPERINTENDENT expects the BUSINESS MANAGER to fulfill; and
- d) To discuss and establish goals for the ensuing year.

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 to the BUSINESS MANAGER. The BUSINESS MANAGER shall have the right to make written reaction or response to the evaluation. This response shall become a permanent attachment to the BUSINESS MANAGER'S evaluation in her 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 practical, the Superintendent shall meet with the BUSINESS MANAGER to discuss the evaluation.

6. PROFESSIONAL GROWTH OF BUSINESS MANAGER

DISTRICT encourages the continuing professional growth of BUSINESS MANAGER through her participation, as she might decide in light of her responsibilities as BUSINESS MANAGER, 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 BUSINESS MANAGER to perform her professional responsibilities for DISTRICT.
- D. BUSINESS MANAGER will continue to meet the requirements for designation of "Pennsylvania Registered School Business Official" through Pennsylvania Association of School Business Officials (PASBO).

In its encouragement, DISTRICT shall reimburse BUSINESS MANAGER for costs reasonably and necessarily incurred to attend and participate in meetings, conferences and workshops related to the duties of her position or the education program of the DISTRICT.

7. COMPENSATION

DISTRICT shall compensate BUSINESS MANAGER: the base salary for the purposes of this contract shall be \$85,000.00 starting in the 2018-2019 school year. It is anticipated that the BUSINESS MANAGER will get a Master's Degree in the second year of this contract (2019-2020). Based on this, the BUSINESS MANAGER's salary increase for the 2018-2019 school year shall be 2.6%. The BUSINESS MANAGER shall get from the year 2019-2020 through 2020-2023 a pay increase of 2%. The BUSINESS MANAGER shall get a pay increase of 1.5% for every year thereafter. It is noted that the BUSINESS MANAGER shall get, in year 2, a pay increase of \$4,000.00 conditioned on successfully completing the Master's Degree. Any percentage pay increase during any fiscal year is contingent on the Board of School Directors being notified that the Superintendent rated the BUSINESS MANAGER's performance as satisfactory. If the BUSINESS MANAGER's performance is not rated as satisfactory, BUSINESS MANAGER will not receive a percentage pay increase for that year. During the term of this contract, if the Act 93 contract includes an annual pay increase that exceeds that of the BUSINESS MANAGER, the BUSINESS MANAGER will receive a pay increase similar to that of the Act 93 contract.

8. FRINGE BENEFITS

In addition to the compensation described in Paragraph 7, BUSINESS MANAGER shall be entitled to all benefits provided to other administrative personnel of the DISTRICT, not otherwise enumerated in this Agreement, including but not limited to hospitalization, medical, dental, vision, disability, retirement severance, health examination, and life insurance. Nothing contained herein shall preclude the District from providing additional benefits for the Business Manager as may be agreed between the parties.

- a. **Sick Leave** - Twelve (12) days sick leave annually (unused days are cumulative).
- b. **Vacation** - Vacation days shall be twenty-four (24) per year with a maximum of ten (10) days allowed to be carried forward. Vacation days should be scheduled with the Superintendent in advance. Scheduled vacation days, which are terminated by the Superintendent for crisis reasons, as she so defines, and cannot be rescheduled by the end of the contract year, will be bought at the end of the year by the DISTRICT at the BUSINESS MANAGER'S current daily rate of pay based upon a total of 260 days per year.

- c. **Paid Holidays** - The following are paid holidays in addition to vacation days:

- New Year's Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Buck Day
- Day before Christmas
- Christmas Day
- Day after Christmas
- Full day prior to New Year's Day

d. **Personal Leave** – BUSINESS MANAGER shall be granted three paid personal leave days per year; if not used, such leave then shall be added to the BUSINESS MANAGER’S personal leave days the following contractual year for a maximum total of five (5) accumulated personal leave days. Subject to approval by the Superintendent, BUSINESS MANAGER may be granted one (1) day for reasons of an emergency. Emergency shall be defined herein as any unforeseen situation requiring immediate action by an employee to avoid disaster or possible harm to the health, safety, or well-being of said BUSINESS MANAGER or any member of the BUSINESS MANAGER’S family. Any unused personal leave days over the maximum of five (5) shall be added to the BUSINESS MANAGER’S accumulated sick leave prior to the beginning of the next contractual year.

e. **Professional Dues** - The DISTRICT will provide membership to professional organizations for BUSINESS MANAGER (up to 1% of salary).

f. **Jury Duty** – The BUSINESS MANAGER called for jury duty or to give testimony as a witness before any judicial or administrative tribunal, except against the School District, shall be paid her regular pay provided said BUSINESS MANAGER turns over to the DISTRICT any payment(s) received as a result of the aforementioned duty or testimony.

g. **Travel Rate Reimbursement** – BUSINESS MANAGER shall be reimbursed for approved and established travel at the standard allowable IRS mileage rate in effect at the time the travel was undertaken.

h. **Cell Phone Reimbursement** – BUSINESS MANAGER shall be reimbursed for cell phone at \$40.00 per month.

i. **Course/Credit Reimbursement**- If the BUSINESS MANAGER is enrolled in an approved job related graduate program, credits shall be reimbursed at the rate of actual cost or up to the current Penn State rate. Credit costs beyond the Penn State rate shall be reimbursed at a rate of one dollar for every two dollars that the administrator pays to a maximum of \$2,500 (total District amount above the Penn State reimbursement) per year.

Upon attainment of a Master’s Degree in School Business Leadership, an increase of \$4,000 to Business Manager salary

j. **Bereavement Leave** – Whenever the BUSINESS MANAGER is absent because of death in the immediate family of said BUSINESS MANAGER, there shall be no deduction in salary of said BUSINESS MANAGER for an absence not in excess of five (5) workdays. In the event of the death of a near relative, said BUSINESS MANAGER shall be allowed three (3) days leave of absence without deduction of salary. In the event of the death of a relative, said BUSINESS MANAGER shall be allowed one (1) day leave of absence without deduction of salary.

Immediate family is defined as husband, wife, or child. Near relative is defined as father, mother, brother, sister, parent-in-law, grandchild, grandparent, or near relative who resides in the same household, or any person with whom the BUSINESS MANAGER has made her home. Relative is defined as first cousin, aunt, uncle, niece, nephew, brother-in-law or sister-in-law.

k. **Medical Insurance**

The District shall offer the BUSINESS MANAGER the opportunity to elect the NTIC QHDHP-1 Plan to the extent that the plan is offered by the insurance provider or any other plan offered to Administrators.

The BUSINESS MANAGER will enroll in the QHDHP-1 and shall contribute a premium share of a total of \$1,000 annually, if selecting non-single coverage or a total of \$857.20, annually, if choosing single coverage. The premium share shall be deducted in equal installments. A deposit of an amount shown below will be made into the BUSINESS MANAGER’S HSA. The HSA shall be available to the BUSINESS MANAGER on July 1st of each year of this contract.

In all respects, coverage and benefit levels under this provision are subject to the operating guidelines, procedures and/or other terms and conditions of the insurance provider’s contract. The District will not

unilaterally initiate any plan changes. If the carrier changes the plan, the District will notify the BUSINESS MANAGER.

HSA Funding		
Plan Year	HSA Contribution	
	Individual	Family
2018/2026	\$1,250	\$2,500

*If in the event any of the above amounts exceed Cadillac Tax Thresholds, both the BUSINESS MANAGER and District will reduce the contribution to allowable levels for the purpose of avoiding Cadillac Tax penalties.

l. **Medical Insurance Buyout**- The District will offer a waiver of health insurance/buy-out provision to the BUSINESS MANAGER for the term of this compensation plan. Participation in the waiver of health insurance/buy-out provision will be voluntary. In the event the BUSINESS MANAGER elects to not receive health insurance benefits Provided this Compensation Plan, the BUSINESS MANAGER shall receive annual compensation in the amount of Two Thousand Seven Hundred Fifty Dollars (\$2,750), which amount shall continue to be paid to the employee so long as the BUSINESS MANAGER does not participate in the health insurance plan provided by this Compensation Plan. Payment shall be made on the last pay of each school year and will be prorated based on the number of months that the insurance is waived.

Any employee who elects to take this health insurance waiver/buy-out provision must annually provide the District with written proof of medical insurance coverage. It shall be the employee’s responsibility to notify the Business Office in writing of the employee’s intent to waive the District’s health insurance benefits and accept the waiver of health insurance/buy-out provision.

m. **Dental Insurance**

The DISTRICT will provide dental coverage as detailed in the United Concordia or equivalent.

n. **Vision Insurance**

The DISTRICT will provide vision insurance coverage through the National Vision Administrators or equivalent

o. **Excess Vision and Dental**

An annual amount of \$1,000 shall be available for excess vision and dental expenses not covered by current policies. These claims apply to the BUSINESS MANAGER, and his/her immediate family members.

p. **Life Insurance**

The DISTRICT will provide a \$150,000 group term life insurance policy to include a double indemnity clause.

q. **Retirement**

A. Payment of Unused Sick Days at Retirement

In addition to the retirement incentive option chosen, the retiring Employee will be paid for unused sick days at a rate of fifty dollars (\$50.00) per day with a maximum of one hundred and fifty (150) days.

B. At retirement, the BUSINESS MANAGER will have the option of: #1 or #2 below: In order to be eligible for such retirement benefit, the retiring employee must meet all of the following requirements:

- a. A retiring employee who has not taken a sabbatical leave except for medical reasons in the current fiscal year, or unless given a waiver by the district, and who has his/her irrevocable retirement notification (unless individual is confronted with an unforeseen situation which is accepted and approved by the Board) in writing by January 1

and meets the requirements of age 55 years or at least twenty-five (25) years of service in Pennsylvania and having served as an administrator for a minimum of seven (7) years in the Wellsboro Area School District, and been approved for retirement benefits by the Public School Employees' Retirement System (PSERS).

- b. Such retirement shall not only be a retirement from the Wellsboro Area School District, but from education in the public schools in the Commonwealth of Pennsylvania.

1. Medical Coverage

In the event the BUSINESS MANAGER retires from the District, while at the same time receiving retirement benefits from PSERS, she may continue to receive benefits of the insurance coverage of Section "k" or, at the BUSINESS MANAGER's option, any other plan then offered to any other District administrators. This benefit shall be possible until the BUSINESS MANAGER becomes eligible for Medicare, provided the BUSINESS MANAGER pays to the District the required prevailing monthly premium in advance.

After the death of the retiree, the surviving spouse may purchase coverage according to the terms of Public Law 99-272, Title X. If the Pennsylvania State Employees' Retirement System provides reimbursement for retiree's health care costs, the district will accommodate such payments in a manner which will allow individuals covered by this provision to purchase the current prescription drug insurance by using all or part of such Pennsylvania State Employees' Retirement System payments.

2. Dental Insurance on the same terms and conditions that dental insurance is provided to other District Administrators. However, if the retiring employee elects the Dental Insurance option (#2) under this Section, and subsequently a qualified life event occurs, as defined as one or more of the following:
 - a. Marriage, divorce, or legal separation of the retiree;
 - b. Death of retiree's spouse or child(ren);
 - c. Birth or adoption of a child(ren) by retiree or spouse;
 - d. Loss (voluntarily or involuntarily) of job by spouse;
 - e. Change in employment status from full-time to part-time or from part-time to full-time for retiree's spouse;
 - f. Change in spouse's health insurance coverage which results in loss of major benefits;

The retiree may change his/her selection to the Medical Coverage option (#1) upon notification to the district in writing of the same. If such a change is made, medical coverage will be as set forth in Section p.B.1 above.

9. PROFESSIONAL LIABILITY

- A. DISTRICT agrees that it shall defend, hold harmless and indemnify BUSINESS MANAGER from any and all demands, claims, suits, actions and legal proceedings brought against BUSINESS MANAGER in her individual capacity, or 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 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.

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 BUSINESS MANAGER 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 Sections 514 and 1089 of the Public School Code, as amended and/or for breach of terms and conditions of this contract.
- D. Death of BUSINESS MANAGER.

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

AUTOMATIC RENEWAL/NOTIFICATION OF RENEWAL

At the end of each agreement period, this written employment contract will automatically renew for a term of not less than 2 years unless the DISTRICT provides the BUSINESS MANAGER with 6 months notice prior to the end of the current agreement period that this written employment contract shall not be renewed.

11. 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.

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 BUSINESS MANAGER has approved this Employment Contract effective on the day and year specified in Paragraph 1.

Wellsboro Area School District
Board of School Directors
By:

Board President

Bonnie Thompson, Business Manager
Wellsboro Area School District

Board Secretary (SEAL)