

***YOUGH
SCHOOL DISTRICT***

***BUSINESS MANAGER
CONTRACT***

YOUGH SCHOOL DISTRICT
BUSINESS MANAGER'S CONTRACT

THIS CONTRACT, made and entered into this 11th day of November 2015, by and between the YOUGH SCHOOL DISTRICT, a School District created in accordance with the laws of the Commonwealth of Pennsylvania with its principal office situated at 915 Lowber Road, Herminie, Pennsylvania, 15637 (hereinafter referred to as "School District"),

A
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D

MICHAEL WROBLESKI, an individual residing in the Commonwealth of Pennsylvania (hereinafter referred to as "Business Manager").

PREAMBLE

WHEREAS, Michael Wroblewski is presently serving as Business Manager in accordance with the provisions of Sections 508 and 1089 of the Pennsylvania Public School Code of 1949, as amended (24 P.S. §1-101 et. seq.); and

WHEREAS, the parties have agreed upon certain terms and conditions of employment and desire to reduce said terms and conditions to writing.

NOW, THEREFORE, the parties intending to be legally bound and in consideration of the mutual covenants contained herein do hereby agree as follows:

ARTICLE I. TERM

1.0 Term. The term of this agreement is five (5) years commencing on the 1st day of July, 2016 and terminating on the 30th day of June, 2021, with an effective date of July 1, 2016.

1.1 Contract Year. All references in this Contract to "contract year" shall mean the period of time from July 1 to the following June 30.

1.2 Renewal or Extension. This Agreement shall automatically expire at the end of the term as set forth in Article 1.0. Any renewal or extension of the Business Manager's term beyond the term of this Agreement shall be valid only upon the affirmative vote of a majority of all of the members of the Board of School Directors. The School District shall give the Business Manager sixty (60) days notice if it intends to renew this Contract.

1.3 Termination by Business Manager. This Contract may be terminated by the Business Manager prior to its effective termination date by the Business Manager submitting a written resignation to the President of the Board at least sixty (60) days prior to the effective date of the resignation. In such event, the School District shall have the option of having the Business Manager continue to perform his duties for some or all of the remaining sixty (60) days, or to discontinue the performance of said duties. If the School District elects to have the Business Manager perform his duties during the entire sixty (60) day period, or any portion of the sixty (60) days the Business Manager shall be compensated for each day worked at a daily rate based on his annual salary being paid to him at the time the School District receives his written resignation. From the date the Business Manager provides his written resignation through the effective date of his resignation, the Business Manager shall not utilize any vacation days or personal days granted to him unless otherwise expressly approved by the District, provided further that during such period of time, the Business Manager agrees that he will not be permitted to utilize any sick days granted to him except in good faith and only for actual illness.

1.4 Termination for Cause. Throughout the terms of this Contract the Business Manager shall be subject to discharge for any violations of the terms and conditions of this Agreement and as provided by Section 10-1089(c) of the Pennsylvania Public School Code of 1949, as amended, (24 P.S. §10-1089(c) provided, however, that the Business Manager shall

have the right to receive written charges at least ten (10) calendar days prior to a hearing. At any such hearing before the Board, the Business Manager shall have the right to be present and to be heard, to be represented by counsel at his expense, and to present through witnesses and testimony relevant to the issue. A transcript of the record of the proceedings before the School District shall be made available to the Business Manager upon request. The cost of the transcript shall be borne by the Business Manager.

1.5 Mutual Termination. In the event this Contract is terminated either by mutual consent, in writing, prior to its effective termination date or pursuant to Section 1.3 herein, the School District shall have no further responsibility or liability of any nature whatsoever to the Business Manager. The Business Manager and the School District shall execute a mutual release that releases each party, their respective agents, servants, or employees from any and all liabilities or claims by the other.

ARTICLE II. DUTIES

2.0 Authority and Duties. During the term of this Contract, the Business Manager shall, subject to the supervision and authority of the District Superintendent, perform the duties of a School District Business Manager in a competent and professional manner, and to accept all those responsibilities as are:

- A. Set forth in the Public School Code of 1949, as amended, including but not limited to 24 P.S. §4-433 and 10-1089;
- B. Set forth in the School District's policies as the same may be amended from time to time; and
- C. Normally associated with the position of Business Manager, including, but not limited to assisting the Superintendent in budget formulation and administration, and such other duties and responsibilities as may be assigned to the Business Manager from time to time by the Superintendent and the Board of School Directors, all in accordance with the applicable laws and regulations of the Commonwealth of Pennsylvania.

ARTICLE III. PERFORMANCE EVALUATION

3.0 Performance – Based Evaluation. The evaluation of the Business Manager shall be based upon Performance Criteria, which shall include performance-based goals, and such other criteria of evaluation as determined by the parties (hereinafter referred to as “Performance Criteria”). The Board and/or the Superintendent if directed by the Board, and the Business Manager shall meet on an annual basis to establish the Performance Criteria for the forthcoming Contractual Year of the Business Manager. Performance Criteria shall be mutually formulated by the Board with the assistance of the Superintendent, if requested, of the Superintendent, if directed by the Board, and the Business Manager, which Performance Criteria shall include the prioritization of performance goals. In the event that the parties are unable to agree upon the Performance Criteria on or before July 1 of each contract year, the Board or, if directed, the Superintendent, shall establish the Performance Criteria as outlines above for the forthcoming contractual year of the Business Manager, and submit the same to the Business Manager in writing on or before July 31 of each contractual year. As part of the preparation of a Performance Criteria, the parties shall also prepare a written evaluation instrument to be used as a basis for evaluating the Business Manager’s performance. In the event that the parties are unable to agree upon any written evaluation instrument, the Board or its designee shall prepare such instrument and submit to same to the Business Manager, at such time the Performance Criteria are agreed upon or if not agreed upon when submitted to the Business Manager.

3.1 Annual Performance Review. The Board or its designee shall annually review the performance of the Business Manager using the evaluation instrument set forth in Paragraph 3.0 hereof. The Business Manager will also do a self-assessment as to the performance of his yearly goals. The time line for the annual evaluation shall be determined as part of the Performance

Criteria as set forth in Paragraph 3.0 hereof, but in no event shall the evaluation take place later than August 1, of each year.

3.2 Confidentiality of Performance Review. The parties agree that the Business Manager's annual performance review shall be considered privileged and confidential and not disclosed to the public, and both parties further agree that they shall respect the confidentiality of the evaluation discussions. Nothing herein, however, shall prevent the District from using such evaluations in a dismissal hearing properly brought under Section 1089 of the Public School Code of 1949, as amended.

ARTICLE IV. COMPENSATION

4.0 Salary. The Business Manager salary for the 2014-2015 school year is \$111,136.56 and will be adjusted after the completed evaluation for the 2015-2016 school year.

4.1 Salary Adjustments. Any adjustments in the Business Manager's salary during the term of this Contract shall be deemed an amendment to this Contract. Provided, however, that such adjustments shall not be construed as either creating a new contract between the School District and the Business Manager, or in any manner extending the anticipated termination date of this Contract. Additional compensation or increases, in the Business Manager's annual salary shall be determined pursuant to performance evaluations. Upon completion of the Annual Performance Review by the Superintendent, the salary of the Business Manager, depending on the Annual Performance Review, shall be adjusted as follows:

<u>Score</u>	<u>Percentage Increase</u>
0.00-1.99	0% (Failing)
2.00-2.99	2% (Needs Improvement)
3.00-3.49	3% (Proficient)
3.50-4.00	4% (Distinguished)

ARTICLE V. FRINGE BENEFITS

5.0 General. The Business Manager shall receive the fringe benefits that are provided to the administrators of the Yough School District pursuant to the current Act 93 Compensation Plan. Additionally the District shall pay the Business Manager Fifty (\$50.00) Dollars per month for carrier cost for wireless device.

5.1 Retirement Benefit. Beginning on July 1, 2016 and remaining in effect through June 30, 2021, the District will pay the premiums of the Administrator's PPO Plan coverage up to the amount that was being paid by the District at the time of the Administrator's retirement. The Administrator must pay the premium share contribution, which the employee paid at the time of retirement, and all increase in the health insurance premiums after retirement. Coverage options (i.e., individual, family, husband and wife) will be the same as at the time of retirement. This will continue for 5 years beyond the Administrator's retirement date or until the Administrator is eligible for another government-sponsored program, or until an Administrator is deceased, whichever occurs earlier.

EXAMPLES:

Married Retiree passes away - insurance coverage is discontinued. District pays nothing toward the insurance of the surviving spouse.

Retiree marries - insurance changes from Individual to Husband & Wife or to Family. District will pay insurance costs for Husband & Wife and any eligible children. Increased costs in Husband & Wife or family coverage must be paid by the retiree.

Retiree's children reach the age limit for coverage as specified in the insurance plan - insurance changes from Family to Husband & Wife. District pays for Husband & Wife coverage. Increased costs in Husband & Wife coverage must be paid by the retiree

ARTICLE VI. MISCELLANEOUS

6.0 Severability Clause. Should any term, condition, clause or provision of this Contract be declared illegal by a court of competent jurisdiction, or otherwise be determined or declared to be void or invalid as a matter of law, then only that term, condition, clause or provision shall be stricken from this Contract and in all other respects this Contract shall be valid and continue in full force, effect and operation. The remaining terms, conditions, clauses and provisions shall remain in full force and effect for the duration of the Contract if not affected by the deleted term, condition, clause or provision.

6.1 Statutory Reference. All references to the Public School Code of 1949, as amended, contained herein shall also refer to any amendment or recodification of such Law.

6.2 Choice of Law. This Contract shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania. The paragraph headings used in this Agreement are included solely for convenience and shall not affect or be used in connection with the interpretation of this Agreement.

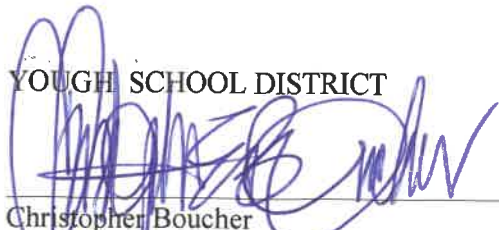
6.3 Inurement. This Contract shall be binding upon the parties hereto, their successors, assigns, administrators, executors and heirs.

6.4 Entire Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes all prior oral or written communications, proposals, representations, warranties, covenants, understandings or agreements between the Parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:


Suzanne Harvey
Secretary

YOUGH SCHOOL DISTRICT

Christopher Boucher
President

WITNESS:




Michael Wrobleski