

MIDD-WEST SCHOOL DISTRICT

DISTRICT BUSINESS MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of February, 2018, by MIDD-WEST SCHOOL DISTRICT (“District”), a third-class school district with its principal office at 568 East Main Street, Middleburg, Pennsylvania, 17842-1295, and Amy B. Simmons (“Business Manager”).

The parties, intending to be legally bound, act and agree as follows:

1. Employment.

In accordance with the provision of Sections 508 and 1089 of the Public School Code of 1949 (“the Code”), the Board of School Directors of District (“the Board”), at its meeting held on February 26, 2018, which was duly called and noticed, employs Business Manager as District’s business administrator for the term beginning March 1, 2018, and ending February 28, 2022, on and subject to the terms specified in this Agreement, and Business Manager accepts such office and employment.

2. Qualifications.

Business Manager represents and warrants that she is a person of good moral character; that she possesses all the qualifications required by law for a person to be eligible for employment as District business administrator; that she is neither an agent for nor in any way financially interested in the sale to or adoption by District of any book, books, or supplies; and that she has not influenced her election as District’s business administrator by any wrongful act or omission.

3. Duties and Disabilities.

Business Manager shall perform all duties required of and shall be subject to all disabilities imposed on a business administrator by the Code, including, but not limited to the business responsibilities specified in Section 433 of the Code.

4. Extent Of Service.

Business Manager shall devote her full time, skill, labor, and attention to her office and employment.

5. Responsibilities.

Business Manager shall be responsible for the adequate and efficient organization and conduct of the school district’s affairs in accordance with such policies as the Board may

adopt, and for keeping the Board informed about District's business affairs and finances and about the status of the business office and its operations. These duties are further described in the Job Description contained in Appendix A.

6. Annual Review

Every six (6) months during the first eighteen (18) months of this Agreement and then during each school year thereafter, Business Manager will meet in executive session with the Superintendent and the Board of the whole to discuss privately their working relationship, Business Manager's performance, goals for the ensuing school year, and improvements to Business Manager's compensation and benefits. At each such session, a form setting forth objective criteria acceptable to Business Manager and the Superintendent shall be used to evaluate Business Manager's performance. The results of each evaluation will be shared with the Board, but otherwise should be kept in confidence, except in the case of a dispute between Business Manager and Superintendent in which her performance is or becomes an issue. If the established performance benchmarks set by Business Manager and the Superintendent have been met, then Business Manager shall receive an increase in salary in the amount set forth in the agreed upon performance benchmarks form. The parties hereto agree to work together to establish the aforementioned performance benchmarks, which shall be attached as appendices to this Agreement and become a part hereof as is set forth herein in full.

7. Salary.

For the period, March 1, 2018, through August 31, 2018, the Board agrees to compensate the Business Manager the annualized amount of \$76,000.00, pro-rated for the aforementioned period, to be paid in equal installments in accordance with the policy of the Board governing salary payments to other professional employees of the District.

8. Salary Increases and Benefits.

The Business Manager shall receive salary increases and benefits not otherwise enumerated in this Agreement provided to administrative personnel of the school district, as set forth in the Administrative Compensation and Benefit Program.

9. Business Expense Reimbursement.

District shall reimburse Business Manager upon approval of the Superintendent for all ordinary, necessary and reasonable expenses incurred by the Business Manager for the purpose of conducting District business in the performance of this Agreement. Business Manager may attend local, state, or national meetings and conferences appropriate to her position with the District and upon prior approval of the Superintendent. Any expenses of attendance, not to exceed \$3,000.00 in expenses per fiscal year, shall be reimbursed or paid in advance by the District.

10. Membership Dues Reimbursement.

District shall reimburse Business Manager for dues paid for memberships in the Association of School Business Officials International and the Pennsylvania Association of School Business Officials, and such other professional associations as the Superintendent may approve.

11. Indemnification.

District agrees, as a further condition of the Agreement, 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 in her official capacity as agent and employee of the School District, provided: (a) that the matter arises out of an act or omission by the Business Manager in the course and within the scope of her employment by the School District; (b) that the act or omission of the Business Manager does not constitute self-dealing, willful misconduct, or recklessness; (c) that the Business Manager acted in good faith and in a manner she reasonably believed to be in, or not opposed to, the best interest of the School District; and (d) that with respect to any criminal action, the Business Manager had no reasonable cause to believe that it was unlawful.

If in the good faith opinion of Business Manager a conflict exists as regards the defense to such claim between the legal position of Business Manager and the legal position of the School District, Business Manager may engage counsel, in which case the School District shall indemnify Business Manager for the cost of legal defense, provided that the Business Manager is entitled to indemnification under the previous paragraph of this section.

12. Termination.

District shall have the right to terminate Business Manager's employment and this Agreement for good and just cause after service of written charges, notice of hearing and a fair hearing before the Board are afforded the Business Manager. Business Manager may be represented by counsel of her choosing at every stage of such proceedings. If the charges are not proved, District shall reimburse Business Manager for reasonable costs incurred in her defense.

13. Automatic Renewal.

The Business Manager shall notify the Board of School Directors in writing in January of the final year of the contract of her intention to renegotiate the contract. The Board of School Directors shall give the Business Manager at least one hundred fifty, (150) days of advance written notice prior to expiration of the Agreement of its intention not to renew this Agreement.

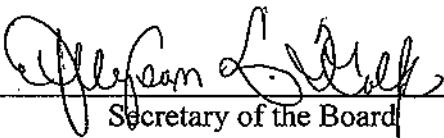
14. General Provisions. The following shall be applicable to this Agreement:

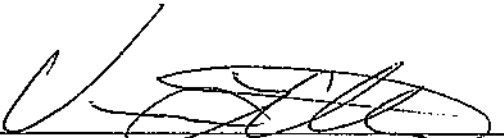
- (a) Headings – Headings have been provided for convenience of reference only and shall not be deemed part of this Agreement;
- (b) Invalidity – should any provision of this Agreement be declared invalid by a court of competent jurisdiction, its invalidity shall not affect the other provision of this Agreement, which shall continue in effect as though the invalid provision had never been a part hereof;
- (c) Code – all references to the Code shall be deemed to refer to the Code as amended or recodified; and
- (d) Meanings – Words and phrases used in this Agreement which have meanings assigned to them by the Code shall be deemed to have the meaning so assigned.

IN WITNESS WHERE OF and intending to be legally bound thereby, the parties have executed this Agreement the day and year first above written.

ATTEST:

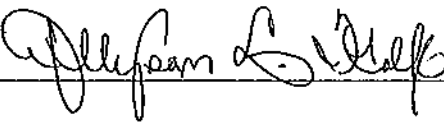
MIDD-WEST SCHOOL DISTRICT


By: 
Secretary of the Board

By: 
President of the Board

WITNESS:

BUSINESS MANAGER

By: 

By: 
Amy B. Simmons

Date: March 1, 2018