

TYRONE AREA SCHOOL DISTRICT
CENTRAL MANAGEMENT CONTRACT FOR EMPLOYMENT OF
“DISTRICT BUSINESS ADMINISTRATOR”

THIS AGREEMENT is made and entered this Ninth day of March 2021, by and between the Board of School Directors of the Tyrone Area School District with offices located at 701 Clay Avenue, Tyrone, PA 16686 (hereinafter referred to as “District”) and Faith M. Swanson, an individual currently residing at 1952 Dry Hollow Road, Warriors Mark, PA 16877 (hereinafter referred to as “Business Administrator”).

WHEREAS, the Board of School Directors of the District, at a regularly scheduled meeting duly and properly called on the Ninth day of March 2021, did appoint Faith M. Swanson to the Position of Business Administrator for the District in accordance with the provisions of Section 1089 of the Public School Code of 1949; 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 hereby, and in consideration of the mutual covenants contained herein, agree as follows:

1. Term. The Board, in consideration of the promises herein contained, has employed Faith M. Swanson, and Faith M. Swanson hereby accepts said employment as Business Administrator of the TYRONE AREA SCHOOL DISTRICT for an approximate term of four years commencing on June 10, 2021 and ending June 30, 2025.
2. Authority of School Board/District and District Business Administrator. The District, on its own behalf and on behalf of the electors of the District, and Business Administrator hereby retain and reserve all power, rights, authority, duties and responsibilities conferred upon and invested in it and in him/her respectively by the laws and the Constitution of the Commonwealth of Pennsylvania save for any power or rights limited by the expressed terms of this Agreement.
3. Duties and Full-Time Employment.
 - A. The District Business Administrator manages, supervises and/or performs required duties in the following areas:
 - auditing
 - child accounting
 - cash management and investments
 - data processing
 - debt service and capital fund
 - financial accounting and reporting
 - financial planning and budgeting
 - food service operations

- fund investments
- insurance/risk management
- negotiations
- office management
- payroll accounting
- personnel management
- supervision of network administrator and physical plant supervisor
- pupil transportation negotiations and contracts
- purchasing and supply
- real estate and fixed assets
- school and community relations
- school plant planning and construction supervision
- tax administration
- fiscal management of all federal and state grants received by the district

B. Business Administrator shall attend all work sessions, regular scheduled board meetings and special board meetings as requested and further shall be prepared to speak on financial matters reported and other District financial issues as requested.

C. Business Administrator shall be responsible for the day-to-day fiscal administration of the District.

D. The Business Administrator may represent the district at appropriate district related functions.

E. The Business Administrator agrees to devote her full time, attention, energies, skills and labor to her employment as Business Administrator during the term of this Agreement provided, however, that she may undertake consultative work, speaking engagements, writing, lecturing, adjunct teacher or other professional services provided the Board is informed and such activities do not interfere with regular duties and responsibilities of the Administrator.

4. Compensation and Benefits.

A. The District retains the right to adjust the Business Administrator's annual salary during the term of this Agreement provided that such adjustment shall not reduce the annual salary in effect at any given time. Any adjustment in salary made during the life of the Agreement shall be in the form of an amendment which shall become a part hereof. In making any such amendment, it shall not be considered that the District has entered into a new Agreement with the Business Administrator, nor that the termination date of this Agreement has been extended. However, the District may, by specified action, extend the termination date of this Agreement if the same is agreeable to the parties and is permitted by law.

In recognition of the complexity of the position of Business Administrator and the Board's desire to compensate its Business Administrator fairly, the Board agrees to compensate the Business Administrator for the first full year of the agreement in the amount of \$82,000 with annual increases over the previous year's salary at 2.5% for subsequent contract years applied on July 1st of each year beginning on July 1, 2022. The salary increase is

contingent upon a satisfactory evaluation. Compensation shall be made in accordance with the District's payroll procedures.

- B. The following fringe benefits shall be provided to the Business Administrator for the period beginning June 10, 2021 through and including June 30, 2025.
1. **Vacation and Holidays.** The Business Administrator is a twelve (12) month employee (i.e., employed for a minimum of 260 days annually) and shall receive the following vacation and holiday benefits beginning July 1, 2021:
 - a. Four weeks (20 days) vacation annually. Unused vacation from the previous two (2) years may be carried to a maximum total of 40 accumulated vacation days.
 - b. Paid holidays shall be authorized in accordance with the District's Act 93 Agreement for twelve (12) month employees.
 - c. Two (2) personal days annually.
 - d. Upon retirement, the Business Administrator has the option to be paid the per diem rate for accumulated vacation days to a maximum of forty (40) days in lieu of taking vacation days. If the Business Administrator separates from the District, she will receive per diem payment for current unused vacation days to a maximum of twenty (20) days.
 2. **Sick Leave.** Sick leave is provided as follows: Business Administrator shall receive and use sick leave in accordance with Public School Code of 1949 and Policy approved by the Board of School Directors. This sick leave shall be ten (10) days per year. Business Administrator shall be permitted to participate in the Sick Leave Bank.
 3. **Unused Sick Leave.** Business Administrator, after five (5) years of service with the District, shall receive severance pay, for retirement purposes only, for accumulated sick leave days to a maximum of one hundred (100) days. The amount of reimbursement shall be at the prevailing per diem rate.
 4. **Leave of Absence.** It shall be the policy of the District to grant to the Business Administrator Leave(s) of Absence for reasons deemed appropriate by the District Board of School Directors.
 5. **Sabbatical Leave.** Business Administrator shall be entitled to Sabbatical Leave(s) of Absence as provided under Section 1166 of the Public School Code of 1949, and in accordance with the Act 93 Middle Management Team Agreement. If, upon expiration of a Sabbatical Leave, the District terminates the Business Administrator's employment, the requirement for repayment shall be waived as permitted under Section 1168 of the Public School Code of 1949.
 6. **Insurance Benefits.** Business Administrator shall receive District provided insurance benefits as follows:
 - a. **Life Insurance.** Life Insurance will be granted in the amount of \$80,000 coverage.

- b. Medical Insurance. Medical Insurance Coverage shall be consistent with the coverage provided in the Act 93 Middle Management Team Agreement.
 - c. Dental Insurance. Dental Insurance Coverage shall be consistent with the provisions of the Act 93 Middle Management Team Agreement.
 - d. Long-Term Disability Insurance. Long-term Disability Coverage shall be consistent with the provisions of the Act 93 Middle Management Team Agreement.
 - e. Vision Coverage. Vision Coverage shall be consistent with the provisions of the Act 93 Middle Management Team Agreement.
 - f. Business Administrator shall be covered by a policy or policies which will protect her under bodily and personal injury while conducting school business or school travel and against legal suit for errors and omissions.
7. Transportation. The District shall provide Business Administrator, in performance of her duties during the term of this Agreement, with mileage expense reimbursement in accordance with the IRS reimbursement rate.
8. Meetings, Conventions, Seminars and Professional Dues. The duties of the Business Administrator require her participation in professional associations and presence at numerous meetings, conventions, and conferences in order to maintain awareness of current issues, programs and information. The Business Administrator's attendance at seminars, workshops, in-service programs, school activities, and graduate education programs is necessary to maintain the knowledge and skills required of the position. The District considers the expenses involved in such activities, including dues in at least one professional association to be directly related to the Business Administrator's duties and appropriate for reimbursement. Expense reimbursement for such activities shall be provided in accordance with procedures of District policy.
9. Course Reimbursement. Business Administrator may continue professional development through attendance at recognized colleges or universities of her choice and shall be reimbursed in accordance with the Act 93 Middle Management Team Agreement. Payment shall be made at such time as an official transcript is submitted to the Superintendent of the District.
5. Assessment of Performance.
- A. The Superintendent shall evaluate the Business Administrator through a formal Administrative Performance Development Plan at least once a year during the term of this Agreement. Any performance evaluation of "Needs Improvement" of the Business Administrator shall be shared with the Board. The Business Administrator has the right to appeal evaluations to the Board. The Board has the right to request and review any evaluation when a concern is raised by the Board.
 - B. The performance assessment shall be used for the following purposes:

1. to strengthen the working relationship between the District and Business Administrator and to clarify the Business Administrator's responsibility;
 2. to discuss and establish goals for the ensuing year; and
 3. to establish the basis for possible incremental adjustments in the annual salary rate for the Business Administrator.
6. **Retirement or Resignation** – The Business Administrator shall provide the District with ninety (90) days' notice of her resignation or retirement. It is expressly agreed that it shall be at the sole discretion of the District to determine whether the Business Administrator may utilize accumulated vacation and sick days during the relevant 90-day notice period provided in advance of any retirement/resignation from employment.
7. **Investigations by the Board.** In the event that the Board of School Directors directs that any investigation of the Business Administrator's conduct or performance be undertaken, the Business Administrator shall be (a) notified of the occurrence and purpose of such investigation prior to the commencement of the same; (b) granted access to all documents or reports generated by such an investigation; and (c) granted the opportunity to respond, verbally or in writing, to any documents, findings or conclusions derived from such an investigation prior to the investigation being concluded. Any investigations undertaken by the Board shall be completed in private without any public disclosure by the Board or Business Administrator of the commencement or progress of the same. Nothing herein shall obligate the Board to share attorney-client privileged or work product information with Business Administrator following the completion of any investigation of her conduct or performance.
8. **Discharge or Termination.** This Agreement or any subsequent extension or renewal hereof may be terminated prior to the stated term only by virtue of the provisions of the Public-School Code of 1949, Section 1080, 24 P.S. Section 10-1080 or the official retirement of the Business Administrator. No action under the Public-School Code of 1949 by the Board of School Directors for termination shall be taken adverse to the Business Administrator without just cause.

In the event that the Board of School Directors/District or Business Administrator breaches the covenants contained in this Agreement or there is any dispute between the parties, including dismissal of the Business Administrator, all such disputes or claims shall first be submitted to mediation and if mediation does not resolve the dispute or claims, the parties shall submit the same to binding arbitration pursuant to the Labor Arbitration Rules of the American Arbitration Association. The Business Administrator and the Board of School Directors, by agreeing to submit disputes to binding arbitration, waive the right to insist upon a hearing before the Board of School Directors as is provided for in the Public School Code of 1949.


In the event the Board of School Directors elects to terminate the Business Administrator for any reason set forth in the Public School Code of 1949, no public resolution or disclosure announcing or commencing discharge proceedings shall be made. The commencement of any discharge proceedings against the Business Administrator shall be affected by filing a demand for arbitration with the American Arbitration Association. Such arbitration proceedings shall be private and not disclosed or opened to the public by the Business

Administrator or the Board. If the Business Administrator is found innocent of charges made, the District shall assume responsibility for payment of reasonable costs and attorney fees incurred by the Business Administrator in his defense.

9. **Professional Liability.** The Board agrees that it will defend, hold harmless and indemnify Business Administrator from any and all demands, claims, suits, actions and legal proceedings brought against Business Administrator in her individual capacity or in her official capacity as agent and employee of the Board, provided the incident arose while Business Administrator was acting within the scope of employment and as such liability is within the authority of the Board to provide under state law.
10. **Notification of Renewal.** The Board shall provide Business Administrator with periodic opportunities to discuss Business Administrator-Board relationships and shall inform her at least annually of any inadequacies perceived by the Board. Prior to January 1, 2025 the District shall provide the Business Administrator with a notice in writing by certified mail that this written employment agreement shall not be renewed.
11. **Modification.** Notwithstanding any term or provision herein or elsewhere, oral or in writing, this Agreement shall not be modified except in a writing signed by Business Administrator and approved of by the Board and executed by an authorized officer of said Board.
12. **Savings.** If during the term of this Agreement it is found that a specific clause of the Agreement is illegal in Federal or State Law, the remainder of the contract not affected by such ruling shall remain in force. This Agreement contains the entire agreement between the parties and may not be changed or altered except in writing with the signatures of all parties concerned.
13. **Obligations.** This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors or assigns.
14. **Statutory References.** All references to the Public School Code contained herein shall also refer to and incorporate any amendment or recodification of such Code.
15. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties have caused this Agreement to be duly executed the day and year first above written.

ATTEST



William Lash
Vice-President, Board of School
Directors

TYRONE AREA SCHOOL DISTRICT

By: 

Rose A Black
President, Board of School Directors

WITNESS



John E Clark
Board Secretary



Faith M. Swanson
Business Administrator