

**BELLWOOD-ANTIS SCHOOL DISTRICT
CONTRACT FOR EMPLOYMENT OF
ASSISTANT BUSINESS MANGER/BUSINESS MANAGER**

THIS CONTRACT is made and entered this 7th day of December, 2021, by and between the Board of School Directors of the Bellwood-Antis School District of Bellwood, Blair County, Pennsylvania (hereinafter referred to as “District” or “Board” or “Board of School Directors”) and Mr. Gregory Gates (hereinafter referred to as “Business Manager” or “Mr. Gates”).

The contract encompasses the Assistant Business Manager and Business Manager positions. It is understood that the Assistant Business Manager position will be dissolved on July 4, 2022 and become the Business Manager position only. The purpose of the Assistant Business Manager is to provide the new Assistant Business Manager time to transition with the current Business Manager. When the current Business Manager retires, the Assistant Business Manager will become the Business Manager.

I. POSITIONS

Assistant Business Manager – January 3, 2022 through July 4, 2022
Business Manager – July 5, 2022 to June 30, 2027

II. CONTRACT

The fiscal year for Assistant Business Manager/Business Manager will begin July 1 and end June 30. This agreement shall be effective from January 3, 2022 through June 30, 2027. The work year for the Assistant Business Manager/Business Manager shall be twelve (12) months. This contract shall terminate immediately upon the expiration of the aforesaid Term unless the Contract is sooner modified or terminated in accordance with this Contract.

III. DUTIES AND RESPONSIBILITIES

During the Term of this Contract the Assistant Business Manager/Business Manager agrees to perform the duties of the Assistant Business Manager/Business Manager to the best of his abilities in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the District’s Job Description for the position of Business Manager (attached and incorporated into this Contract as Appendix A), and the provisions of this Contract. The duties outlined in Exhibit A is a non-exhaustive list of responsibilities and may be updated and/or amended from time to time at the discretion of the Board of School Directors.

IV. SALARY

The Board of School Directors and the Assistant Business Manager/Business Manager agree to the following:

- (1) The established annual salary shall be paid in equal installments in accordance with the policy or agreement governing other twelve month administrators in the District, unless otherwise agreed to in writing by the Board and Assistant Business Manager/Business Manager.
- (2) Effective January 3, 2022, the annual salary of the Assistant Business Manager shall be Seventy-Five Thousand (\$75,000.00) Dollars prorated to June 30, 2022.

Effective July 1, 2022, the annual salary of the Business Manager shall be Eighty Thousand (\$80,000.00) Dollars.

Effective July 1, 2023, and for the remaining balance of the term of this Agreement, the Business Manager shall receive base salary adjustments similar to other Act 93 administrators reflecting a raise of 1.5 times the annual average teacher increases.

In the event that an agreement with the Teacher's Union has not been reached, the Business Manager will receive an interim increase of \$500.00 (Five Hundred Dollars). Once the BAEA Contract has been settled, the difference between the \$500.00 and the annual average salary teacher increase, will be paid to the Business Manager personnel retroactively over the remaining pays of the fiscal year. In the event that the BAEA agreement calls for no increase, the \$500.00 will remain with the Business Manager and be used to set the new base salary.

V. FRINGE BENEFITS:

Any improvement in benefits extended to future BAEA contracts will also be extended to the Business Manager and become part of this agreement.

A. Sick Leave

One (1) day for each month of employment – unused days – shall accumulate from year to year without limitation. If no sick days are used during the course of the year, the Assistant Business Manager/Business Manager shall receive \$400 bonus. Employees have the option to deposit all reimbursement relating to the above payments into their HSA account during the month of July in accordance with Federal Regulations. The District reserves the right to request documentation and/or a physician's statement for any sick leave taken in excess of three (3) consecutive days or in the event that abuse of leave is suspected.

B. Personal Leave

Assistant Business Manager/Business Manager will receive three (3) days per year and can accumulate up to five (5) personal days to be used in any school year. Any days not used will be paid at a rate per day as outlined in the BAEA contract. Employees have the option to deposit all reimbursement relating to the above payments into their HSA account

during the month of July in accordance with Federal Regulations. These days shall be prorated for the period January 3, 2022 through June 30, 2022.

C. Bereavement Leave

Assistant Business Manager/Business Manager will be allowed three (3) days leave with pay for death in the immediate “family”. One (1) day leave with pay for the death of a “near relative” or “friend”.

D. Insurance Coverage

1. Hospitalization/Health –Medical insurance will be provided for the Assistant Business Manager/Business Manager and their family. The medical plan will include the same plans and options as the BAEA. This includes the same BAEA co-pays, deductibles and plan coverages. The District will contribute 50% of the Assistant Business Manager/Business Manager employees’ deductible. This amount shall be prorated for the period January 3, 2022 through June 30, 2027.
2. 403(b) Account – Each year the District shall fund 50% of the HSA contribution that is not otherwise deposited in Paragraph 3(d)(1) into an HSA account into a 403(b) account for the Business Manager. For example: Qualified High Deductible Health Plan is \$1500 for single coverage. Business Manager would receive \$750 into an HSA account for a single coverage plan. Furthermore, \$330 shall be deposited into a 403(b) account, which represents 22 percent of the plan which is represented of the same benefits that the Act 93 personnel receive. If there was a change in coverage to a family plan, the same percentages would apply to the higher deductible amount.
3. Liability – personal injury and property damage protection in the amount of one million dollars.
4. Term Life insurance/accidental death and dismemberment protection in the amount that is twice the amount of the annual salary rounded to the nearest \$1,000.
5. Prescription Drug – family coverage with the deductible and co-pay dependent upon BAEA coverage.
6. Vision Insurance for Assistant Business Manager/Business Manager and their families not less than insurance provided to the BAEA.
7. Dental Insurance for Assistant Business Manager/Business Manager and their families with 100% of the premium covered by the district.
8. Assistant Business Manager/Business Manager may “opt out” of any health insurance coverage by providing proof of another coverage to the Business Manager of the District, providing the insurance is not provided by a member of the same Health Care

consortium as the Bellwood-Antis School District. Additionally, they can reduce their existing health insurance from any coverage to Employee Only coverage. Employees who opt out will be paid 25% of the premium for the coverage he/she held prior to electing to opt out of the coverage or reduction in coverage. The payment of this 25% will be paid over 24 pay periods. An employee may opt out or opt back into coverage one time in a calendar year unless the employee has experienced a spouse's loss of employment, divorce with spouse, the death of a spouse or retirement.

9. Any other insurance afforded to either the BAEA or the non-professional union.
10. Any insurance plan changes in the BAEA agreement that are less than currently received by the Assistant Business Manager/Business Manager would not take effect until the renewal of this agreement.
11. In all respects the coverages outlined in Section D are subject to the operating guidelines and procedures of the insurance provider(s). The District's only responsibility is payment of its share of the premiums.

E. Holidays

Independence Day, Community Picnic Day, Labor Day, Veteran's Day, Thanksgiving Day, First Day of Buck, Martin Luther King Day, Christmas Eve, Christmas Day, New Year's Day, President's Day, Good Friday, and Memorial Day. If any of the holidays fall on Saturday or Sunday, the Superintendent shall designate any appropriate weekday as that holiday. If Assistant Business Manager/Business Manager is required to work a holiday another day may be substituted.

F. Vacation

Administrative staff employed for 260 days shall be granted 15 days of vacation per year, 20 days after five (5) years of service, and 25 days after ten (10) years of service. All service must be in the Bellwood-Antis School District. All administrative staff shall be granted four (4) additional vacation days to be used at their discretion subject to the approval of the Superintendent. In the event the Assistant Business Manager/Business Manager works less than a full calendar year, vacation leave shall be prorated.

The Superintendent shall administer the schedule for use of vacation days. Vacation days earned by June 30 of one school year must be used by August 20th of the next year. At the Superintendent's discretion and providing that extenuating circumstances exist, he/she may extend the date that vacation days must be used by the Assistant Business Manager/Business Manager. When requesting the extension they must do so in writing and give a detailed explanation of the extenuating circumstances.

Vacation must be requested and approved by the Superintendent in advance. Any changes during the year must be requested in writing and approved by the Superintendent two weeks prior to the intended use of vacation. If unforeseen or unusual job related circumstances exist and Assistant Business Manager/Business Manager cannot use all of their vacation days, they will submit a letter to the Superintendent giving detailed explanation as to why the days could not be used. At the discretion of the Superintendent, the letter will be forwarded to the Board with a request from the Superintendent to have the unused vacation days converted to sick days.

G. Extended Disability Leave

Maximum leave of absence without pay up to two (2) years and continuation of all insurance benefits to a maximum of one (1) year.

H. Termination of Employment by Retirement

Any shall submit a letter of resignation no later than February 1st of the year of retirement indicating plans to enter the Public School Retirement System. The retirement letter should specify the last day worked and the retirement date. Should the retirement letter not be submitted by February 1st of the year of retirement, the Assistant Business Manager/Business Manager loses all retirement benefits of the Business Manager agreement or any future Business Manager Agreements.

Upon retirement, the Assistant Business Manager/Business Manager will receive the BAEA amount per unused sick day to apply toward healthcare. This will be tax free for the retired Assistant Business Manager/Business Manager. This will be utilized by the District to pay health insurance premiums for the employee without the option for employee to receive it as cash, while the monies last.

Unused sick days must go into a Health Retirement Account (HRA) upon retirement at a rate per day as outlined in the BAEA Contract

In all respects, payments shall be in accordance with IRS limitations.

I. Longevity Salary

Contingent upon a satisfactory evaluation and in addition to the regular salary increase, the Assistant Business Manager/Business Manager shall be eligible for the following salary adjustments during the listed years:

	Annual <u>Increase</u>	Cumulative <u>Increase</u>
31 st Year	\$1,000	\$1,000
32 nd Year	\$1,000	\$2,000
33 rd Year	\$1,000	\$3,000

34 th Year	\$1,000	\$4,000
35 th Year	\$1,000	\$5,000

Starting with the 36th year, the Assistant Business Manager/Business Manager's salary shall not include any longevity salary. With the implementation of this schedule during 2002-03, if an administrator qualifies, they shall begin receiving the cumulative increase.

The Assistant Business Manager/Business Manager accepting the longevity pay understands that starting with their 36th year their salary will be reduced by \$7500. An Assistant Business Manager/Business Manager can refuse longevity pay by doing so in writing to the Business Manager prior to receiving the longevity pay.

Service shall be as defined by PSERS.

Example:	Regular <u>Increase</u>	Longevity <u>Increase</u>	Total <u>Salary</u>
30 th Year			\$70,000
31 st Year	\$2,325	\$1,000	\$73,325
32 nd Year	\$2,325	\$1,000	\$76,650
33 rd Year	\$2,325	\$1,000	\$79,975
34 th Year	\$2,325	\$1,000	\$83,300
35 th Year	\$2,325	\$1,000	\$86,625
36 th Year	\$2,325	- \$7,500	\$79,125

This individual received an additional \$15,000 during the 31st to 35th years because the increase is cumulative.

J. Retirement Benefits (as applicable for the coverage)

Hospitalization, Prescription, Vision, Dental and any other insurance benefits received during employment will continue with monthly premiums paid to the district.

K. Termination of Employment by Death

In the event of death, it shall be considered the same as retirement and all fringe benefits that either are payable, or an eligibility to continue under a program exists, shall be extended to the retiring employee's estate/dependent until the month and year the employee would have reached age 65.

VI. Conferences/Workshops/Professional Organizations

The board shall pay, within the limits of appropriations, the reasonable expenses (including fees, meals, lodging, and/or transportation) incurred for attending workshops, conferences or other professional improvement sessions. The Superintendent must approve all requests. The District will pay the full cost of the

Business Manager's annual membership and participation in three professional associations, which professional association memberships shall be selected at the sole discretion of the Assistant Business Manager/Business Manager. The District recognizes the obligation to professional growth and development provided by these affiliations and encourages and permits the Assistant Business Manager/Business Manager to participate actively. The District and Assistant Business Manager/Business Manager may mutually agree to add to or delete from the number of professional association memberships covered by this paragraph, and any such change shall be in writing and approved by the Board and Assistant Business Manager/Business Manager.

VII. Transportation Expense

The Board shall reimburse transportation expenses incurred for designated school functions and responsibilities at the rate approved by the Internal Revenue Service.

VIII. Tuition Reimbursement

The Board will provide reimbursement equal up to 12 graduate credits per year at the Penn State Rate. The District will pay the lesser of the Penn State Rate or the actual costs of the tuition. Reimbursement will not include other costs (i.e. mileage, books, fees, etc.). All post baccalaureate credits must be earned at a state approved baccalaureate degree granting institution or an institution that is a member of one of the six recognized regional accreditation agencies. No payment will be made thereunder unless prior approval has been given by the Superintendent. Superintendent must approve all course prior to Assistant Business Manager/Business Manager enrolling into program and should seek courses that are scheduled after school hours. If the University requires that students attend classes during school hours, Assistant Business Manager/Business Manager must use personal or vacation days to attend these classes.

In the event an employee leaves the District within three (3) years of attaining credits, for which he/she was reimbursed, the following obligations shall apply:

1. An employee who leaves the District within one (1) year of attaining credits, for which the District reimbursed, shall owe the District one hundred (100%) percent of the amount of reimbursement.
2. An employee who leaves the District within two (2) years of attaining credits, for which the District reimbursed, shall owe the District seventy-five (75%) percent of the amount of reimbursement.
3. An employee who leaves the District within three (3) years of attaining credits, for which the District reimbursed, shall owe the District fifty (50%) percent of the amount of reimbursement.

IX. Evaluation Plan

Evaluations shall be performed in accordance with the Bellwood- Antis Board Policy #313. Annual salary adjustments shall be based on a satisfactory evaluation by the Superintendent and paragraph III of the compensation plan.

Business Manager will be evaluated using the Non-Teaching Professionals Evaluation System.

X. Assessment of Performance.

The Superintendent shall evaluate and assess, in writing, the performance of the Business Manager at least once a year during the term of this Agreement. The evaluation and assessment shall be reasonably related to the position description of the Business Manager and the goals and objectives of the School District for the year in question.

In the event that the Superintendent determines that the performance of the Business Manager is unsatisfactory in any respect, he shall describe, in writing and in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas needing improvements in all instances where the Superintendent deems performance to be unsatisfactory. A copy of the written evaluation shall be provided to the Business Manager. The Business Manager shall have the right to submit a written reaction or response to the evaluation. This response shall become a permanent attachment to the Business Manager's personnel file.

XI. Earned Doctorate

Earned doctorate increment: In order to encourage and reward advanced graduate study, administrative employees shall receive a \$2500 increment to their base salary for having attained an earned doctorate at an accredited institution.

XII. CPA Certification

Employee agrees to maintain CPA designation at the expense of the Bellwood-Antis School District for the duration of his employment with the District.

XIII. Goals

Goal Development: Assistant Business Manager/Business Manager shall develop goals annually. Goals developed will have both building and district level impact. The Assistant Business Manager/Business Manager shall submit goals to the Superintendent before the next academic year. The Superintendent will refine the goals and respond in writing. The goals should relate to building initiatives, the district strategic plan or state/national initiatives. Goals must be substantive enough to provide a challenge without limiting the ability to carry out the regular job duties. Goals for each administrator will be forwarded to the Board by the Superintendent. The Superintendent will receive a mid-year report on goal progress from each administrator. This report will be reviewed and forwarded to the Board. Each administrator will present written evidence of goal completion, steps toward goal completion and/or reasons for goal continuation to the Superintendent by June 30th of each academic year. This report will be reviewed and forwarded to the Board prior to the August Board meeting.

XIV. Reappointment.

If, at any time, the Board of School Directors decides that it does not desire to renew the contract of the Business Manager for another term, the Board should notify the Business Manager in writing by mail, no later than ninety (90) days prior to the expiration of the Term of this Contract, of the Board of School Directors' intent not to reappoint him. Should the Business Manager not be so notified, he shall be reappointed at the next regular business Board meeting for an additional term of one (1) year and the terms and conditions of this Contract shall be incorporated into a successor Contract unless mutually agreed otherwise by the Board and the Business Manager.

The Business Manager shall notify the Board of School Directors and the Superintendent no later than February 15, 2027, that this Contract may be up for renewal.

XV. This Contract may be terminated prior to the end of the Term of this Contract as follows:

- A. The Business Manager shall be subject to discharge and termination of this Contract for valid and just cause for the reasons specified in Section 1089 of the Public School Code. However, the Board shall not arbitrarily or capriciously call for the District Business Manager's dismissal and the Business Manager shall in any event have the right to written charges, notice of hearing, fair and impartial hearing, all elements of due process, and the right to appeal to a court of competent jurisdiction. 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, and to present evidence, through witnesses, testimony, and documentation relevant to the issue. A transcript of the record of proceedings before the Board shall be made available without charge to the Business Manager. The Business Manager shall have the right to be represented by counsel at his sole cost and expense.
- B. This Contract may be unilaterally terminated without penalty by the resignation or retirement of the Business Manager at any time; provided the Business Manager gives the Board at least ninety (90) days' notice prior to the effective date of the resignation/retirement.
- C. This Contract may be terminated by the mutual consent, in writing, of the Business Manager and the Board.
- D. This Contract shall be terminated upon the death of the Business Manager, at which time, the District shall pay to the Business Manager's spouse or designated beneficiary, if he survives her or in the event he does not survive him, to his estate and/or heirs any unpaid compensation, salary earned, accrued and/or is entitled to under this Contract through the date of the Business Manager's death.

XVI. Modification

This Contract shall not be amended, changed or modified, except in writing approved of and signed by the Assistant Business Manager/Business Manager and approved of by the Board and signed by a duly authorized officer(s) of the Board.

XVII. Obligations

This Contract shall be binding upon and shall inure to the benefit of the District and its duly authorized representatives and successors. This Contract shall be binding upon and shall inure to the benefit of the Assistant Business Manager/Business Manager and, to the extent applicable, her personal representatives and heirs.

XVIII. Statutory Reference

All references to the Public School Code contained herein shall also refer to and incorporate any amendment or recodification of the Public School Code.


XIX. Applicable Law

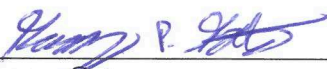
This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have set their hands and seals on the day and year first written above.

BELLWOOD-ANTIS SCHOOL BOARD


BELLWOOD-ANTIS SCHOOL DISTRICT
ASSISTANT BUSINESS MANAGER/
BUSINESS MANAGER

By: 
Board President


Gregory Gates

Date: December 7, 2021

Date: 12/8/21

By: 
Thomas R. McInroy, Ed.D.
Superintendent

Date: 12/8/21

Appendix A: Job Description

APPENDIX A
JOB DESCRIPTION

