

**EMPLOYMENT AGREEMENT
BETWEEN THE
SELINGROVE AREA SCHOOL DISTRICT
AND
JEFFREY H. HUMMEL**

This agreement is made this 10th day of October 2017, by and between the Board of Directors (hereinafter "Board") of the Selingsrove Area School District (hereinafter "School Entity"), which has its principal offices located at 401 N. Eighteenth Street, Selingsrove, in the County of Snyder, Pennsylvania, and Jeffrey H. Hummel (hereinafter "Business Administrator"), who resides at 381 King Street, Northumberland, Pennsylvania, 17857. It is agreed that the Board hereby employs the Business Administrator and Business Administrator hereby accepts employment with the School Entity. It is further agreed that such employment shall be subject to the following terms and conditions, including those stated in any appendices hereto:

1. Duties of Employment

A. The Business Administrator's official title shall be Business Manager.

B. The Business Administrator shall be responsible for the adequate and efficient organization and conduct of the School Entity's business affairs in accordance with such policies as the School Entity may adopt, and for keeping the School Entity informed about its 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 hereto.

C. The duties of the Business Administrator that are stated in this Agreement and its appendices may be changed or supplemented only by a written amendment that is agreed to and signed by the Board and the Business Administrator and that states such changes and/or supplemental duties.

D. The Board agrees to provide at least 180 days prior to expiration of this Agreement written notice of its intention not to renew this Agreement. Unless this notice is provided, the agreement will automatically renew for the same term.

2. Salary and Benefits

A. The salary of the Business Administrator for the calendar year of 2018 shall be One Hundred Twenty Two Thousand (\$122,000.00) Dollars. The Business Administrator's annual salary shall be paid in equal installments with one installment due on each regular payday of the School Entity.

B. During the subsequent years of this contract the Business Administrator's salary shall be as follows, if the Business Administrator's performance is rated as "Satisfactory" on his annual performance assessments.

- a) 2019 \$126,500
- b) 2020 \$131,000
- c) 2021 \$135,500
- d) 2022 \$140,000
- e) 2023 \$144,500

C. Additional discretionary increases based on the annual performance review of the Business Administrator may be granted by the board. Any discretionary increases will be considered either one-time bonus payments or accruing payments onto the base salary as determined by the Board.

D. In addition to annual salary, the Business Administrator shall be entitled to such fringe benefits and employment rights as are applicable and made available to school administrators of the School Entity under the Administrator Benefit and Compensation Plan adopted by the School Entity pursuant to Section 1164 of the Public School Code, as amended, as follows:

I. The position is twelve (12) months less twelve (12) paid holidays. The Business Administrator shall also be eligible for up to 9 approved days annually for work that was required to be completed evenings and weekends. These days can be used in ½ day increments with approval of the Superintendent. These days do not carry over nor is there any option for compensation.

II. The Board shall provide the Business Administrator with periodic opportunities to discuss Business Administrator/Board relationships and shall inform the Business Administrator in writing, at least annually, of any inadequacies as perceived by the Board.

III. The School Entity 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 his individual capacity or in his official capacity as agent and employee of the School Entity, provided the incident arose while Business Administrator was acting within the scope of his employment and as such liability coverage is within the authority of the School Entity to provide under state law.

IV. The Business Administrator shall be provided, at District expense, the opportunity to pursue continuing/graduate education courses or programs. Graduate credit

reimbursement will be limited to 60 graduate credits for the life of the Employment. Reimbursement shall be at Penn State University graduate credit rate upon proof of payment. If the course grade earned is less than a "C" or Pass, if offered pass/fail, the Business Administrator shall have to repay the District for the tuition. If the Business Administrator leaves the district for employment elsewhere, does not accept Board offer to renew contract, or is terminated for cause within one year after a reimbursement, he shall repay 100% of that reimbursement. There shall be no repayment if the board fails to offer a contract renewal, board terminates contract other than for cause, or Business Administrator dies or becomes legally disabled.

V. The Business Administrator shall receive 23 days of paid time off annually. If in the course of performance of the Business Administrator's professional duties and obligations related to the operation of the school district, the Business Administrator is unable to take all of his annual allotment of days; up to 10 days may be carried over into the next school year.

VI. The employer shall make an annual non-elective employer contribution to the employee's 403(b) in an amount equal to 4% of the annual salary. The employee shall have no cash option.

VII. Upon separation of service with the District, the Business Administrator shall be reimbursed for all unused vacation days and up to 12 of the annual unused sick days at the per diem rate at the time of separation (annual salary/240). Upon retirement or death, provided the last ten years of service have been in the Selinsgrove Area School District, the Board shall pay to said employee or designated beneficiary the sum of fifty dollars (\$50.00) for each year of service in the Selinsgrove Area School District up to thirty (30) years with the maximum amount paid not to exceed \$1,500. This amount shall be paid upon the death of the employee or upon the completion of the final years' service. This amount shall not be included as part of the gross paid to the employee during his/her final years' service but shall be handled as a separate item.

VIII. When an employee, with at least 24.5 years of credited service with PSERS, notifies the District six months prior to his/her intent to retire date, the school district will make a payment of \$5,000 as an additional retirement bonus.

IX. The Board of Education shall provide the Business Administrator with fringe benefits as outlined in the Administrator Benefit and Compensation Plan (Act 93) in regard to professional leave, visitation, group hospitalization, medical insurance, dental insurance, vision reimbursement, retirement severance, mileage, etc. except as follows:

a. The Business Administrator, spouse, and eligible dependents shall be provided medical, dental, and vision insurance coverage under the District's health plan. This benefit

will continue until Medicare eligible at a cost to the employee described below, provided the Business Administrator's retirement shall be a regular PSER's retirement. Should the Business Administrator continue working elsewhere and be eligible for health insurance, then the Business Administrator shall forfeit this benefit. Benefit Cost Structure:

- i. 2018- PPO/HMO \$250 Plan, 4% Premium Share of coverage selected by employee
- ii. 2019- PPO/HMO \$250 Plan, 6% Premium Share of coverage selected by employee
- iii. 2020- PPO/HMO \$250 Plan, 9.0% Premium Share of coverage selected by employee
- iv. 2021- PPO/HMO \$250 Plan, 9.0% Premium Share of coverage selected by employee
- v. 2022- PPO/HMO \$250 Plan, 9.0% Premium Share of coverage selected by employee
- vi. 2023- PPO/HMO \$250 Plan, 9.0% Premium Share of coverage selected by employee

c. The Business Administrator shall be covered by term life insurance protection; the face value of the protection to be two times the Business Administrator's salary to the nearest \$1,000; Such benefit shall continue until Business Administrator is Medicare eligible, the cost of the premiums for said coverage to be incurred by the District.

d. The Business Administrator shall be entitled to 12 sick leave days per year; sick leave days may accumulate.

e. The Board of Directors shall provide the following additional fringe benefits for said Business Administrator:

i. The Business Administrator may attend appropriate professional meetings at the local, state, and national levels and shall be reimbursed for expenses in connection therewith with approval of the superintendent.

ii. The Business Administrator shall receive the same leave of absence privileges for death in the family or because of the death of a near relative as granted to professional employees.

iii. The Business Administrator shall be provided membership in professional associations approved by the Superintendent; cost to be incurred by the District.

iv. The Business Administrator shall be entitled to sick leave bank privileges.

v. The School District shall provide Business Administrator with a laptop computer to be utilized at his convenience at all times. In addition, the School District shall provide, at its sole cost and expense, a data phone with data and text plans to be utilized through the term of this Agreement. Upon the expiration of his employment, Business Manager shall return the phone and laptop to the School District.

The Employee agrees to faithfully fulfill all aspects of the contract. The Board of School Directors agrees to enter into contract with intent to fulfill all aspects of the contract.

3. General Provisions

A. This Agreement and all appendices, addenda, and amendments made part thereof shall be binding upon the Board and the School Entity and upon their successors and assigns.

B. If any provision of this Agreement were declared illegal by final decision of a court of this Commonwealth, said provision shall be deemed deleted from this Agreement and the remaining provisions shall remain in full force and effect if not otherwise affected by said deletion.

C. The provisions of this Agreement and its appendices may not be changed or supplemented except in written amendment that has been agreed to and signed by both parties.

D. This Agreement covers a six-year period from January 1, 2018 to December 31, 2023.

E. Appendices

The appendices to this Agreement are as follows:

Appendix A: Job Description

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

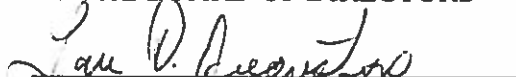
Signed

BY BUSINESS ADMINISTRATOR


Jeffrey H. Hummel

Signed

BY THE BOARD OF DIRECTORS


Larry D. Augustine, President

WITNESSED BY:



ATTESTED BY:


Todd A. Shimko, Secretary