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HUMAN RESOURCES

DIRECTOR OF BUSINESS ADMINISTRATION EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 21st of November, 2013 is by and between the Coatesville Area School District (hereinafter referred to as "SCHOOL DISTRICT"), with offices located at 545 E. Lincoln Highway, Coatesville, PA 19320, by and through its governing Board of School Directors (hereinafter "SCHOOL BOARD"), and Ronald G. Kabonick, an individual residing at 1608 Cobblestone Drive, Coatesville, PA 19320 (hereinafter referred to as "DIRECTOR OF BUSINESS ADMINISTRATION").

WHEREAS, SCHOOL BOARD desires to provide DIRECTOR OF BUSINESS ADMINISTRATION with a written Employment Contract in order to enhance administrative stability and continuity within the SCHOOL DISTRICT which SCHOOL BOARD believes generally improves the quality of its overall educational program; and.

WHEREAS, SCHOOL BOARD and DIRECTOR OF BUSINESS ADMINISTRATION believe that a written Employment Contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governmental and administrative functions in the operation of the educational program of the SCHOOL DISTRICT; and

WHEREAS, the SCHOOL BOARD, at a regularly scheduled meeting duly and properly called on the 24th day of September, 2013, did appoint Ronald G. Kabonick to the position of DIRECTOR OF BUSINESS ADMINISTRATION for the SCHOOL DISTRICT in accordance with the provisions of Sections 508 and 1089 of the Public School Code of 1949;

NOW, THEREFORE, SCHOOL BOARD and DIRECTOR OF BUSINESS ADMINISTRATION, in consideration of the above promises and terms and conditions hereinafter set forth, agree as follows:

1. **EMPLOYMENT**. The SCHOOL BOARD hereby employs Ronald G. Kabonick and Ronald G. Kabonick agrees to be employed by the SCHOOL BOARD pursuant to the provisions of this AGREEMENT as DIRECTOR OF BUSINESS ADMINISTRATION of the SCHOOL DISTRICT.

2. **DUTIES AND RESPONSIBILITIES.** During the term of this AGREEMENT, DIRECTOR OF BUSINESS ADMINISTRATION agrees to serve as Chief Financial Officer of the SCHOOL DISTRICT and to perform the duties in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania and the provisions of this AGREEMENT. The DIRECTOR OF BUSINESS ADMINISTRATION agrees to keep the SCHOOL DISTRICT and SCHOOL BOARD informed about its business affairs and finances and about the status of the business office and operations. In addition to the foregoing, the responsibilities and duties of the DIRECTOR OF BUSINESS ADMINISTRATION are as set forth in a job description which is attached hereto as Exhibit "A" and incorporated herein and made part hereof by references, and which may be amended from time to time by the SCHOOL

BOARD. The following shall include but are not limited to the responsibilities of the DIRECTOR OF BUSINESS ADMINISTRATION:

a. The DIRECTOR OF BUSINESS ADMINISTRATION shall diligently and conscientiously devote full and exclusive time and attention, and best efforts, to the discharge of his duties as DIRECTOR OF BUSINESS ADMINISTRATION in the SCHOOL DISTRICT.

b. DIRECTOR OF BUSINESS ADMINISTRATION shall report to, and be under the direct supervision of, the Superintendent of Schools ("Superintendent"), who shall act as the Chief Executive Officer and Chief Administrative Officer of the SCHOOL DISTRICT.

c. DIRECTOR OF BUSINESS ADMINISTRATION shall carry out those duties and responsibilities assigned to the DIRECTOR OF BUSINESS ADMINISTRATION by the Superintendent.

d. DIRECTOR OF BUSINESS ADMINISTRATION shall perform his duties in accordance with the provisions of the Public School Code of 1949 and the policies and directives of the SCHOOL DISTRICT duly adopted and promulgated by official action of the SCHOOL BOARD.

3. **DURATION.** In consideration of the promises contained herein, the SCHOOL BOARD hereby employs and DIRECTOR OF BUSINESS ADMINISTRATION hereby accepts employment as DIRECTOR OF BUSINESS ADMINISTRATION for a term commencing October 14, 2013 through October 13, 2018 unless this AGREEMENT is terminated in accordance with provisions of Paragraph 14 hereof. With the consent of the DIRECTOR OF BUSINESS ADMINISTRATION, the SCHOOL BOARD may extend the termination date of the AGREEMENT to such later date as may be mutually agreed upon by and between the parties.

4. **SALARY.** As compensation for services rendered under this AGREEMENT, the DIRECTOR OF BUSINESS ADMINISTRATION shall be entitled to receive from the SCHOOL DISTRICT a salary of $165,000.00 and a percentage increase identical to the annual salary percentage increase awarded to Act 93 Non-Certified Administrators, provided that DIRECTOR OF BUSINESS ADMINISTRATION receives an annual performance evaluation rating of "Satisfactory" by the Superintendent (or the SCHOOL BOARD in the absence or inability of the Superintendent to perform the evaluation) beginning on July 1, 2014, July 1, 2015, July 1, 2016, July 1, 2017 and July 1, 2018. In any given year during the term of this AGREEMENT, the SCHOOL BOARD may, in its sole discretion, grant DIRECTOR OF BUSINESS ADMINISTRATION a salary increase not to exceed two (2) % above the annual salary increase awarded to Act 93 Non-Certified Administrators. Any percentage salary increase will be added to the base salary of the previous year. DIRECTOR OF BUSINESS ADMINISTRATION'S salary shall be paid in equal installments in accordance with the policy or agreement governing other 260 day non-certified Administrators in the SCHOOL DISTRICT unless otherwise agreed by and between the parties hereto.

5. **VACATION AND HOLIDAYS.** DIRECTOR OF BUSINESS ADMINISTRATION shall receive twenty (20) days of vacation annually, exclusive of legal holidays as set forth in the SCHOOL DISTRICT'S academic calendar during each year of the term of this AGREEMENT. Holidays applicable to other 260 day non-certified Administrators shall be applicable to the DIRECTOR OF BUSINESS ADMINISTRATION. The DIRECTOR OF BUSINESS ADMINISTRATION shall be eligible for unused vacation pay upon retirement in accordance with the terms and conditions specified in the current Coatesville Area School District Administrative Compensation and Related Benefits Plan for Non-Certified Administrators.

6. **SICK LEAVE.** DIRECTOR OF BUSINESS ADMINISTRATION shall be entitled to twelve (12) sick leave days per year. Pursuant to the Public School Code of 1949, unused sick leave days shall be cumulative. SCHOOL BOARD specifically agrees to permit DIRECTOR OF BUSINESS ADMINISTRATION to transfer twenty-five (25) existing sick leave days from his previous district of employment to the SCHOOL DISTRICT.

7. **PERSONAL LEAVE.** SCHOOL BOARD hereby agrees that DIRECTOR OF BUSINESS ADMINISTRATION shall be granted two (2) personal leave days per year.

8. **FRINGE BENEFITS.** DIRECTOR OF BUSINESS ADMINISTRATION shall be entitled to all health benefits (medical, prescription, vision, and dental) and other fringe benefits as set forth in the current Coatesville Area School District Administrative Compensation and Related Benefits Plan for Non-Certified Administrators. However, under no circumstances shall there be duplication or pyramiding of benefits.

9. **EXPENSE AND MILEAGE REIMBURSEMENT.** SCHOOL DISTRICT shall reimburse DIRECTOR OF BUSINESS ADMINISTRATION for SCHOOL DISTRICT travel at the mileage reimbursement rate as established from time to time by the Internal Revenue Service. DIRECTOR OF BUSINESS ADMINISTRATION shall also receive expense reimbursement in accordance with policy set forth by the SCHOOL BOARD.

10. **PROFESSIONAL DEVELOPMENT.** SCHOOL BOARD encourages the continuing professional development of DIRECTOR OF BUSINESS ADMINISTRATION through his participation, as he might decide in light of his responsibilities as DIRECTOR OF BUSINESS ADMINISTRATION, in:

a. The operations and programs and other activities conducted or sponsored by local, state and national school administrators and school board associations;

b. Seminars and courses offered by public or private educational institutions; and

c. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of DIRECTOR OF BUSINESS ADMINISTRATION to perform his professional responsibilities for the SCHOOL DISTRICT. In its desire to encourage DIRECTOR OF BUSINESS ADMINISTRATION to this end, SCHOOL DISTRICT shall reimburse DIRECTOR OF BUSINESS

ADMINISTRATION for costs reasonably and necessarily incurred to attend and participate in meetings, conferences, conventions and seminars related to the duties of this position or the educational program of the SCHOOL DISTRICT. DIRECTOR OF BUSINESS ADMINISTRATION'S participation in any of the above referenced operations, programs, activities, seminars, courses, and informational meetings, are subject to prior approval of the Superintendent.

11. **PROFESSIONAL LIABILITY.** SCHOOL DISTRICT agrees that it shall defend, hold harmless and indemnify DIRECTOR OF BUSINESS ADMINISTRATION from any and all demands, claims, suits, actions and legal proceedings brought against DIRECTOR OF BUSINESS ADMINISTRATION in his individual capacity, or his official capacity, as agent and employee of the SCHOOL DISTRICT, provided the incident arose while DIRECTOR OF BUSINESS ADMINISTRATION was acting within the course and scope of his employment and excluding criminal litigation and as such liability coverage is within the authority of the SCHOOL DISTRICT to provide under state law, except that in no case will individual SCHOOL BOARD members be considered personally liable for defending, holding harmless or indemnifying DIRECTOR OF BUSINESS ADMINISTRATION against such demands, claims, suits, actions and legal proceedings. SCHOOL DISTRICT shall not, however, be required to pay any costs of any legal proceedings in the event SCHOOL DISTRICT and/or SCHOOL BOARD and DIRECTOR OF BUSINESS ADMINISTRATION have adverse interests in such litigation.

12. **GOALS AND OBJECTIVES.** Upon execution of this AGREEMENT, the parties shall need to establish the SCHOOL DISTRICT and SCHOOL BOARD goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and be among the criteria by which DIRECTOR OF BUSINESS ADMINISTRATION is evaluated as hereafter provided. On or prior to September 1st of each succeeding school year, the parties will need to establish SCHOOL DISTRICT and SCHOOL BOARD goals and objectives for the next succeeding school year in the same manner and with the same effect as heretofore described. This provision shall not be interpreted to prevent SCHOOL DISTRICT and SCHOOL BOARD goals and objectives from being clarified and/or amended during a school year, nor to excuse DIRECTOR OF BUSINESS ADMINISTRATION from compliance with specific directives of the Superintendent and/or the SCHOOL BOARD.

13. **PERFORMANCE EVALUATION.** The Superintendent shall evaluate and assess in writing the performance of DIRECTOR OF BUSINESS ADMINISTRATION at least once a year during the term of this AGREEMENT. The evaluation and assessment shall be reasonably related to the position description of DIRECTOR OF BUSINESS ADMINISTRATION and the goals and objectives of the SCHOOL DISTRICT and SCHOOL BOARD for the year in question. The performance evaluation shall be conducted in a private session limited to the Superintendent and the DIRECTOR OF BUSINESS ADMINISTRATION. The evaluation form shall be the "Coatesville Area School District Performance Review – Non-Certified Personnel" form which is attached hereto as Exhibit "B". The judgment and decision in said evaluations shall be supported by rational objective evidence. The parties agree that the performance assessment and evaluation shall be privileged and the confidentiality of the assessment and evaluation discussion shall be respected.

The objective of the evaluation shall be to strengthen the work relationship between the SCHOOL DISTRICT and the DIRECTOR OF BUSINESS ADMINISTRATION; to enhance the DIRECTOR OF BUSINESS ADMINISTRATION'S effectiveness; to clarify for the DIRECTOR OF BUSINESS ADMINISTRATION and SCHOOL BOARD responsibilities of the DIRECTOR OF BUSINESS ADMINISTRATION, and to discuss and establish goals for the ensuing year.

In the event that the Superintendent determines that the performance of the DIRECTOR OF BUSINESS ADMINISTRATION is unsatisfactory in any respect, he/she shall describe in writing, and in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to improvements in all instances where the Superintendent deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the DIRECTOR OF BUSINESS ADMINISTRATION. DIRECTOR OF BUSINESS ADMINISTRATION shall have the right to submit a written reaction or response to the evaluation. This response shall become a permanent attachment to the DIRECTOR OF BUSINESS ADMINISTRATION'S personnel file. Within thirty (30) days of the delivery of the written evaluation to the DIRECTOR OF BUSINESS ADMINISTRATION, or as soon thereafter as is reasonably practicable, the Superintendent shall meet with the DIRECTOR OF BUSINESS ADMINISTRATION to discuss the evaluation.

14. **TERMINATION.** This AGREEMENT or any extension or renewals hereof may be terminated by:

a. Mutual agreement by the parties, under such terms and conditions as are mutually agreed upon;

b. Retirement or resignation of DIRECTOR OF BUSINESS ADMINISTRATION with sixty (60) days' notice; and

c. Discharge for cause, which shall occur in accordance with the provisions and for reasons set forth in Section 1089 of the Public School Code of 1949, as amended, and/or for breach of terms and conditions of this AGREEMENT.

15. **WAIVER OF BREACH.** The waiver of SCHOOL DISTRICT or SCHOOL BOARD of due performance of or noncompliance with any provision of this AGREEMENT by DIRECTOR OF BUSINESS ADMINISTRATION shall not be construed as a waiver of due performance or compliance by DIRECTOR OF BUSINESS ADMINISTRATION thereafter.

16. **SEVERABILITY.** If any provision of this AGREEMENT shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remainder of this AGREEMENT.

17. **INCORPORATION.** All provisions of the Public School Code and all amendments thereto, and all provisions of SCHOOL DISTRICT and SCHOOL BOARD policies and all amendments thereto, are included herein as part of the AGREEMENT as if fully set forth herein at length.

18. **NON-INTEGRATION.** There are no other written or oral agreements or provisions of agreements concerning or touching upon these matters that are not incorporated herein. No other such oral or written agreements or provisions of agreements shall be binding.

19. **MODIFICATIONS.** No waiver, change or modification of any of the terms of this AGREEMENT shall be binding unless in writing and signed by both parties to this AGREEMENT.

20. **APPLICABLE LAW.** This AGREEMENT shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

21. **HEADINGS.** The headings in this AGREEMENT are for convenience only and shall not be considered as part of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto executed this AGREEMENT on the date first written above.

WITNESS:

Karen Jackson

Karen Jackson, Recording Secretary

Coatesville Area School District/School Board

By: J. Neil Campbell

J. Neil Campbell, Board President

RONALD G. KABONICK

By: Ronald G. Kabonick

Ronald G. Kabonick, DIRECTOR of BUSINESS ADMINISTRATION