

**BUSINESS ADMINISTRATOR'S
EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made as of the 14th day of January, 2020, by and between the **LINE MOUNTAIN SCHOOL DISTRICT**, a school district of the third class of the Commonwealth of Pennsylvania, located in the County of Northumberland, with its principal office address at 185 Line Mountain Road, Herndon, Pennsylvania (hereinafter referred to as the "Employer")

A

N

D

Kaitlin M. Rosselli, who presently resides at 3316 State Route 125, Shamokin, Pennsylvania 17872 (hereinafter referred to as the "Employee".)

WITNESSETH:

WHEREAS, the Employer desires to employ the Employee in the position of Business Administrator, and the Employee desires to accept such employment upon the terms and conditions hereinafter set forth in accordance with the applicable provisions of the Public School Code of 1949, as amended, 24 P.S. §1-101 et seq. (hereinafter referred to as "the School Code") and the laws of the Commonwealth of Pennsylvania.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and intending to be legally bound hereby, the parties agree as follows:

1. The Employer hereby employs the Employee, and the Employee hereby accepts employment as the Employer's Business Administrator. The duties and responsibilities of the Business Administrator shall be as set forth in the School Code and the Job Description which is attached hereby as Exhibit "A" and incorporated herein and made a part hereof by reference.
2. The term of this Agreement shall be for the period beginning March 16, 2020, through June 30, 2023, unless terminated prior to the stated term as provided in Paragraph 3 below. The term of this Agreement shall be extended, and the Employee's employment shall continue after the stated term on a one (1) year basis from year to year thereafter unless terminated by the Employer by written notice at least one hundred twenty (120) days prior to the first day of July of the applicable year or in accordance with Paragraph 3 below.

3. This Agreement and the Employee's employment may be terminated prior to the stated term, or a subsequent extension of such term as hereinbefore provided, (1) by the Employee submitting a written resignation to the Employer at least sixty (60) days before such resignation becomes effective, or (2) by the Employer in accordance with §1089 of the School Code, 24 P.S. §10-1089, provided that the notice required therein shall be given in writing, shall designate the cause of termination, and shall state that an opportunity to be heard shall be granted if the Employee, within ten (10) days after receipt of the termination notice, presents a written request for such hearing. It is understood and agreed that the Employee shall be entitled to any and all of the rights available to a party under the Local Agency Law, and that the Employer shall be bound by the provisions of the Local Agency Law, in the event that the Employer initiates any proceedings to terminate the Employee's employment in accordance with the foregoing provision.

4. The Employee agrees to perform faithfully the duties of Business Administrator in accordance with the provisions of the School Code and the rules, regulations and policies of the Board of School Directors (the "Board") of the Employer which; may be modified from time to time by the Board.

5. The Employee shall devote her full time, attention, energy, skill and labor to her employment during his term of office under this Agreement; provided, however, that the Employee may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations with prior approval of the Employer if performed during normal working hours. The Employee may attend professional meetings at the local, state and national level at the expense of the Employer, provided that she shall have first obtained the approval of the Employer.

6. The Employer shall pay to the Employee an annual salary of \$80,000.00 for the first year of the term covered by this Agreement to be paid, after usual and appropriate payroll deductions, in equal installments in accordance with policy of the District governing salary payments. Payments shall be made pro rata corresponding to the number of days, weeks or months for any period of less than a full year of service. Provided that the Board finds the Employee's performance to be proficient or distinguished, the Employee's annual salary shall be

increased to \$82,500.00 on July 1, 2021, for the second year of the term covered by this Agreement; and to \$85,000.00 on July 1, 2022, for the third year of the term covered by this Agreement.

7. The Employee shall be entitled to all fringe benefits provided to administrators under the Employer's Act 93 Administration Compensation Plan, Administrative Regulation #328.

8. The Employee shall be evaluated annually in the manner provided for in the Employer's Administration Compensation Plan, being Administrative Regulation #313 and Board Policy #313.

9. The Employer shall pay the dues for the Employee's membership in professional associations including the Association of School Business Officials of the United States and Canada, the Pennsylvania Association of School Business Officials (PASBO), and the PASBO Regional Chapter.

10. The Employer agrees that it will defend, hold harmless and indemnify the Employee from any and all demands, claims, suits, actions, and legal proceedings brought against the Employee in his individual capacity or in his official capacity as agent and employee of the Employer, provided the incident arose while the Employee was acting within the scope of his employment and, as such, liability coverage is within the authority of the Employer to provide under the laws of the Commonwealth of Pennsylvania.

11. It is the intention of the parties hereto that the terms and conditions of this Agreement shall be consistent and in full compliance with the provisions of the School Code and the laws of the Commonwealth of Pennsylvania and that this Agreement shall be construed accordingly. If any provision of this Agreement is determined by any court to be invalid or inconsistent with the law, it is the intention of the parties hereto that all valid provisions which are severable from the invalid provisions shall remain in effect and that this Agreement shall continue to be effective to the full extent that is consistent with the law.

12. The parties hereto shall fulfill all aspects of this Agreement; provided, however, that any exception hereto shall only become effective by virtue of mutual consent of the

parties hereto.

13. This Agreement contains the entire agreement between the parties hereto except as otherwise stated herein and supersedes any and all other agreements and representations, written or oral, on the subject matter hereof, including any statements in referenced exhibits or attachments that may be in conflict with the statements herein, and shall be binding on the heirs, successors, assigns, and legal representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

LINE MOUNTAIN SCHOOL DISTRICT

ATTEST:

Secretary

By: _____
President, Board of School Directors
"EMPLOYER"

WITNESS:

Kaitlin M. Rosselli, "EMPLOYEE"