

## BUSINESS ADMINISTRATOR'S EMPLOYMENT CONTRACT

THIS AGREEMENT is made and entered into this 14 day of May, 2019, by and between the **CENTRAL BUCKS SCHOOL DISTRICT**, 20 Welden Drive, Doylestown, Pennsylvania 18901 (hereinafter referred to as the "School District") and **BRIAN J. LOFTUS**, an adult individual residing in Doylestown, Pennsylvania (hereinafter referred to as the "Business Administrator").

### RECITALS

WHEREAS, the School District is desirous of employing Brian J. Loftus as the Business Administrator of the School District pursuant to the terms of this Agreement; and

WHEREAS, Brian J. Loftus is agreeable to serving as the Business Administrator of the School District, all of which shall be in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereto, intending to be legally bound and for other good and valuable consideration, do hereby agree as follows:

1. Employment and Term

The School District does hereby employ the Business Administrator in the capacity of Business Administrator of the School District for a term which shall commence on July 1, 2019, and shall end on June 30, 2024, which is a term of five (5) years. The term of this Agreement may be extended pursuant to the mutual agreement of the parties pursuant to the terms and conditions of the Pennsylvania School Code of 1949, as amended, pertaining to the employment of business administrators. For the purposes of this Agreement, the parties agree that the Business Administrator's position cannot be eliminated in whole or in part by the Board of School Directors, unless such action has the consent, in writing, of the Business Administrator.

2. Business Administrator Position

The Business Administrator, during the term of this contract and any lawful extensions hereof, serves as the Business Administrator of the School District, and the Business Administrator shall perform the duties and services as described within the Pennsylvania School Code of 1949, as amended, as well as such other services as are customarily incidental to that position. It is understood and agreed that the Business Administrator shall perform such other duties and services of a similar nature as shall, from time to time, be required of the Business Administrator by the School District.

The Business Administrator shall perform his duties in a competent and professional manner in accordance with and subject to: (a) the laws of the Commonwealth of Pennsylvania and of the United States of America; (b) the policies, directives, and/or instructions of the School

Board and the Superintendent, whether made in public or private; and (c) the provisions of this Agreement.

The Business Administrator shall devote his full time, attention, energy, skills, and labor to his employment as Business Administrator during the term of this Contract and any lawful extensions. The Business Administrator may undertake consultative work, speaking engagements, and other services related to his profession, provided that such activities do not interfere with the performance of the duties of the Business Administrator under this Contract, and provided that such activities are approved in advance in writing by the School Board, which approval shall not be unreasonably withheld or delayed.

3. Compensation of Business Administrator

The annual compensation to be paid by the School District to the Business Administrator, in accordance with the School District's Salary Payment Practices in effect at the time and subject to the applicable withholdings, shall be not less than \$170,000.00, effective July 1, 2019, and continuing thereafter through June 30, 2020. Thereafter, the Business Administrator shall receive an annual increase of not less than two (2%) percent, but nothing herein shall preclude the School Board from increasing the annual compensation of the Business Administrator by more than the two (2%) percent noted herein. The annual increases noted herein shall be applied to the base compensation at the commencement of the School District's fiscal year.

4. Benefits of the Business Administrator

In addition to the annual compensation set forth herein, the Business Administrator shall receive, and the School District shall pay for the following fringe benefits:

a. Act 93 Group Benefits. The Business Administrator shall, in addition to the compensation and benefits specifically set forth in this Contract, be entitled to receive, at the expense of the School District, the same benefits as a twelve (12)-month administrator as set forth in the agreement between the Central Bucks School District Board of School Directors and the Act 93 School District Administrators for the applicable period of the term of the Business Administrator's employment. To the extent that any modifications to the Act 93 benefits occur following the expiration of the current Personnel Practices and Comprehensive Plan, said modifications of the Act 93 agreement shall be applicable to the Business Administrator. The Business Administrator shall, notwithstanding anything herein to the contrary, be obligated to make the same, if any, contributions for healthcare premiums made by those employees of the School District included within the Act 93 Agreement. For the purposes of this Agreement, the Business Administrator shall be considered a "Tier 1" employee.

b. Membership in Professional Associations. The School District shall pay the yearly membership dues for up to three (3) professional associations chosen by the Business Administrator and approved by the School Board, which approval shall not be unreasonably withheld or delayed by the School Board.

c. Mileage Allowance. The School District shall pay the Business Administrator a reimbursement equivalent to the Internal Revenue Service reimbursement for the use of his personal vehicle for travel related to the performance of his duties inside and outside the School District, which shall be reimbursed to the Business Administrator on a monthly basis after submitting the appropriate written request.

d. Attendance at Conferences. The School District shall pay the reasonable and necessary costs for the Business Administrator's attendance at professional conferences in recognition of the need for continuing professional growth depending upon the availability of funds. The Business Administrator agrees that attendance at conferences shall not interfere with the proper administration of the School District and that his right to attend any particular conference is subject to disapproval by the School Board. The Business Administrator shall provide not less than twenty (20) days advance written notice of his anticipated attendance at any conference to the Superintendent.

e. 403 (b) Plan. In addition to the contribution to the Business Administrator's 403 (b) Plan, as noted in the Act 93 Agreement applicable to a Tier 1 employee, the School District shall also pay an additional .75 percent of the Business Administrator's annual compensation to his 403 (b) Plan.

f. Post Retirement, Health, Prescription, and Dental Coverage. The School District shall provide, at no cost to the employee, post retirement, health, prescription, and dental coverage for the Business Administrator and his spouse for the period beginning at retirement through the eligibility of the employee and/or his spouse for Medicare coverage. For the purposes of this subsection, retirement shall be the super annuated retirement pursuant to the Pennsylvania School Employees Retirement System (the PSERS). The District shall have no obligation to provide post-retirement benefits unless his retirement is in accordance with the provisions of this subsection.

g. Unused Vacation. The School District shall pay to the Business Administrator the daily wage value of a maximum of five (5) unused vacation days at the end of the School District's fiscal year. Any accumulation of vacation days shall be governed by the provisions of the Act 93 Agreement.

h. Liability Limitation. The School District shall not be deemed to be an insurer of the benefits to be provided by any insurance company or other provider. The rights of the Business Administrator to any benefits hereunder are subject to all limitations, conditions, and/or exclusions set forth in any applicable plan or policy. In the event that any insurer fails to make payment of any benefits claim by the Business Administrator or his estate/beneficiaries, their sole and exclusive right is against the insurer and no action may be brought against the School District as long as the School District paid required premiums.

##### 5. Business Administrator's Duties

The School District and the Business Administrator recognize and agree that the function of the Business Administrator is to manage the business affairs of the School District under the

direction and control of the Superintendent and to help further the fundamental mission of the School District, which is the delivery of quality educational services to the Central Bucks School District community.

6. Assessment of Performance

The School Board and the Business Administrator agree that the School Board, the Superintendent, and the Business Administrator shall meet in Executive Session at appropriate times and subject to the requirements and limitations set forth in the Sunshine Act of Pennsylvania, at least once a year during the term of this Contract: (a) to review the performance of the Business Administrator; (b) to review School District needs and goals as they impact upon the Business Administrator's performance; (c) to clarify the Business Administrator's role in the school system as seen by the Superintendent and School Board; (d) to clarify the Business Administrator's job description and immediate priorities as established by the Superintendent and School Board; (e) to develop harmonious working relationships between the Superintendent and School Board and the Business Administrator; (f) to provide direction in the attainment of effective leadership for the School District; and (g) to discuss such other issues as they impact the Business Administrator's performance and evaluation. Regular, periodic, and objective evaluations of the performance of the Business Administrator will be performed by the Superintendent.

7. Professional Liability, Indemnification, and Insurance

The Board agrees that it will defend, hold harmless, and indemnify the 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 Board to the extent permitted by law, provided the incident arose while the Business Administrator was acting within the scope of his employment and did not arise from the willful or deliberate misconduct of the Business Administrator. The School District shall provide the Business Administrator with reasonable amounts of such liability coverages as are within the authority of the School Board to provide under state law.

8. Termination

This Agreement shall terminate upon the occurrence of the first of the following events:

- a. The expiration of the term herein set forth or any renewal or extension of said term.
- b. Mutual agreement of the School District and the Business Administrator upon the terms and conditions set forth in a writing signed by the School District and the Business Administrator.
- c. Retirement or resignation of the Business Administrator upon Ninety (90) days prior written notice to the School District.

d. Discharge of the Business Administrator during the term of this Agreement or any renewal or extension thereof by the Board of School Directors of the School District for cause for the reasons set forth in and in accordance with the procedures specified in Section 1089 of the Public School Code of 1949 as amended.

e. In the event the School District should determine to proceed with the termination of this Agreement, pursuant to the provisions of subsection (d) of this section, it is understood and agreed that the Business Administrator shall be entitled to receive any and all rights afforded to him pursuant to the Local Agency Act, including receiving any charges in writing, adequate notice of a hearing, a fair and impartial hearing, and all elements of due process, together with a right to appeal any adverse decision to a court of competent jurisdiction. The School District shall not arbitrarily and capriciously call for the termination of the Business Administrator's employment.

9. Savings Clause

Should any provisions of this Agreement be declared illegal by a court of competent jurisdiction, said provision shall be deemed to be deleted from this Agreement to the extent that it violates law. The remaining provisions shall remain in full force and effect for the duration of the Agreement if not affected by the deleted provision. If at any time thereafter such provision shall no longer conflict with law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

10. Public School Code

The Business Administrator's employment shall be subject to all applicable provision of the Public School Code of 1949, as amended, and to any amendments hereafter enacted.

11. Governing Law and Jurisdiction

This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the Commonwealth of Pennsylvania, and any action initiated by either the School District or Business Administrator to enforce this Agreement shall be brought in the Court of Common Pleas of Bucks County, Pennsylvania, and each of School District and Business Administrator agree to submit to the jurisdiction of said court.

12. Notices

All notices given by either party to the other shall be in writing and addressed as provided below and shall be sent by United States Postal Service, Registered, or Certified Mail, postage prepaid, Return Receipt Requested, or by overnight courier service requiring a signed receipt and guaranteeing next business day delivery as follows:

As to the School District:	Central Bucks School District 20 Welden Drive Doylestown, PA 18901
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As to the Business Administrator: Brian J. Loftus  
219 Windsor Way  
Doylestown, PA 18901

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed.

Attest:

CENTRAL BUCKS SCHOOL DISTRICT

  
Secretary

  
President

  
Witness

  
Brian J. Loftus, Business Administrator

  
Witness