

TYRONE AREA SCHOOL DISTRICT

EMPLOYMENT CONTRACT FOR DISTRICT BUSINESS ADMINISTRATOR

THIS CONTRACT is made and entered into this 9th day of June, 2026, by and between the Board of School Directors of the Tyrone Area School District with offices located at 701 Clay Avenue, Tyrone, PA 16686 (hereinafter referred to as "District") and **Derrick R. Soellner** (hereinafter referred to as "Business Administrator").

WHEREAS, the Board of School Directors of the District, at a regularly scheduled meeting duly and properly called on the 9th day of June, 2026, did appoint **Derrick R. Soellner** to the Position of Business Administrator for the District in accordance with the provisions of Section 1089 of the Public School Code of 1949; and

WHEREAS, the parties have agreed upon certain terms and conditions of employment and desire to reduce said terms and conditions to writing;

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

1. **Term.** The Board, in consideration of the promises herein contained, has employed **Derrick R. Soellner**, and **Derrick R. Soellner** hereby accepts said employment as Business Administrator of the TYRONE AREA SCHOOL DISTRICT for a term of three (3) years commencing on July 1, 2026 and ending June 30, 2029, unless otherwise modified, amended, or terminated as provided for elsewhere herein.

2. **Authority of School Board/District and Business Administrator.**

The District, on its own behalf and on behalf of the electors of the District, and Business Administrator hereby retain and reserve all power, rights, authority, duties and responsibilities conferred upon and invested in it and in his respectively by the laws and the Constitution of the Commonwealth of Pennsylvania save for any power or rights limited by the expressed terms of this Contract.

3. **Duties and Responsibilities.**

- A. During the term of this Contract the Business Administrator agrees to perform the duties of the Business Administrator 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 Administrator (attached and incorporated into this Contract as Appendix A), and the provisions of this Contract. The duties outlined in Appendix 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 Directors and/or Superintendent.

The District Business Administrator manages, supervises and/or performs required duties in the following areas:

- auditing
 - child accounting
 - cash management and investments
 - data processing
 - debt service and capital fund
 - financial accounting and reporting
 - financial planning and budgeting
 - food service operations
 - fund investments
 - insurance/risk management
 - negotiations
 - office management
 - payroll accounting
 - personnel management
 - supervision of Director of Technology and Director of Physical Plant
 - pupil transportation negotiations and contracts
 - purchasing and supply
 - real estate and fixed assets
 - school and community relations
 - school plant planning and construction supervision
 - tax administration
 - fiscal management of all federal and state grants received by the district
- B. The Business Administrator shall attend all work sessions, regularly scheduled board meetings and special board meetings as requested and shall be prepared to speak on financial matters reported and other District financial issues as requested.
- C. The Business Administrator shall be responsible for the day-to-day fiscal administration of the District.
- D. The Business Administrator may represent the district at appropriate district-related functions.
- E. The Business Administrator agrees to devote his full time, attention, energies, skills and labor to his employment as Business Administrator during the term of this Contract provided, however, that he may undertake consultative work, speaking engagements, writing, lecturing, adjunct teacher or other professional services provided the Board is informed and such activities do not interfere with regular duties and responsibilities of the Administrator.

4. Compensation and Benefits.

- A. The District retains the right to adjust the Business Administrator's annual salary during the term of this Contract provided that such adjustment shall not reduce the annual salary in effect at any given time. Any adjustment in salary made during the life of the Contract shall be in the form of an amendment which shall become a part

hereof. In making any such amendment, it shall not be considered that the District has entered into a new Contract with the Business Administrator, nor that the termination date of this Contract has been extended. However, the District may, by specified action, extend the termination date of this Contract if the same is agreeable to the parties and is permitted by law.

In recognition of the complexity of the position of Business Administrator and the Board's desire to compensate its Business Administrator fairly, the Board agrees to compensate the Business Administrator for the first full year of the Contract in the amount of \$80,000. Annual increases for subsequent years covered by this Contract are as follows and will be applied on July 1st of each year:

2027-28 = \$3,000 increase (3.75% over previous year)

2028-29 = \$3,000 increase (3.62% over previous year)

Salary increases are contingent upon a satisfactory evaluation and completion of continuing education in consultation with the Superintendent and Board of Education. Compensation shall be made in accordance with the District's payroll procedures.

B. The following fringe benefits shall be provided to the Business Administrator for the period beginning July 1, 2026 through and including June 30, 2029.

1. **Vacation and Holidays.** The Business Administrator is a twelve (12) month employee (i.e., employed for a minimum of 260 days annually) and shall receive the following vacation and holiday benefits beginning July 1, 2026:

- a. Twenty (20) days of vacation leave with full pay each year of this Contract, which shall be credited in full on July 1, 2026 and on July 1st of each subsequent year of this Contract. Unused vacation from the previous two (2) years may be carried to a maximum total of 40 accumulated vacation days.
- b. Up to five (5) days of accumulated unused vacation days may be converted to sick days per year.
- c. Paid holidays shall be authorized in accordance with the District's Act 93 Agreement for twelve (12) month employees.
- d. Upon retirement, the Business Administrator has the option to be paid the per diem rate for accumulated vacation days to a maximum of forty (40) days in lieu of taking vacation days.

If the Business Administrator separates from the District, he will receive per diem payment for current unused vacation days of a maximum of twenty (20) days. If the Board of School Directors terminates the Business Administrator, no payment will be made.

2. **Personal Leave Days.** The Business Administrator shall receive two (2) days of personal leave with full pay each year of this Contract, which shall be credited in full on July 1, 2026 and on July 1st of each subsequent year of this Contract. Two (2) personal days per year may be carried over from the previous year, not to exceed four (4) personal days. Unused personal days accumulated in excess of four (4) days shall be converted to sick days effective July 1st.
3. **Sick Leave.** The Business Administrator shall receive ten (10) days of sick leave with full pay each year of the Contract, which shall be credited in full on July 1, 2026 and on July 1st of each subsequent year of this Contract. The unused portion of such allowance of sick leave shall accrue from year to year without limit. The Business Administrator may use up to seven (7) days of sick leave for immediate family care purposes when such family care requires the Business Administrator be absent from school. No more than seven (7) days sick leave shall be granted on this basis in any one school year. Any such leave shall be charged against the Business Administrator's annual sick leave. Immediate family is defined as parent, spouse, child or any other near relative living in one's household, or any person with whom the employee makes his home. The Business Administrator shall be permitted to participate in the Sick Leave Bank.

The Business Administrator, after five (5) years of service with the District as an Administrator, shall receive severance pay, for retirement purposes only, for accumulated sick leave days to a maximum of one hundred (100) days. The amount of reimbursement shall be at the prevailing per diem rate and shall be made as a non-elective employer contribution to the Business Administrator's 403(b) account. Retirement for the purposes of this agreement is the immediate filing and acceptance or vesting of PSERS benefits.

4. **Leave of Absence.** It shall be the policy of the District to grant the Business Administrator leave(s) of absence for reasons deemed appropriate by the District Board of School Directors.
5. **Sabbatical Leave.** The Business Administrator shall be entitled to Sabbatical Leave(s) of Absence as provided under Section 1166 of the Public School Code of 1949, and in accordance with the Act 93 Middle Management Team Agreement. If, upon expiration of Sabbatical Leave, the District terminates the Business Administrator's employment, the requirement for repayment shall be waived as permitted under Section 1168 of the Public School Code of 1949.
6. **Insurance Benefits.** Business Administrator shall receive District provided insurance benefits as follows:
 - a. **Life Insurance.** Life Insurance will be granted in the amount of \$80,000 coverage.
 - b. **Medical Insurance** Medical Insurance Coverage shall be consistent with the coverage provided in the Act 93 Middle Management Team Agreement.

- c. Dental Insurance. Dental Insurance Coverage shall be consistent with the provisions of the Act 93 Middle Management Team Agreement.
 - d. Long-Term Disability Insurance. Long-term Disability Coverage shall be consistent with the provisions of the Act 93 Middle Management Team Agreement.
 - e. Vision Coverage. Vision Coverage shall be consistent with the provisions of the Act 93 Middle Management Team Agreement.
 - f. Business Administrator shall be covered by a policy or policies which will protect her under bodily and personal injury while conducting school business or school travel and against legal suit for errors and omissions.
7. **Transportation**. The District shall provide the Business Administrator, in performance of his duties during the term of this Agreement, with mileage expense reimbursement in accordance with the IRS reimbursement rate.
8. **Meetings, Conventions, Seminars and Professional Dues**. The duties of the Business Administrator require participation in professional associations and presence at numerous meetings, conventions, and conferences in order to maintain awareness of current issues, programs and information. The Business Administrator's attendance at seminars, workshops, in-service programs, school activities, and graduate education programs is necessary to maintain the knowledge and skills required of the position. The District considers the expenses involved in such activities, including dues in at least one professional association, to be directly related to the Business Administrator's duties and appropriate for reimbursement. Expense reimbursement for such activities shall be provided in accordance with procedures of District policy.
9. **Course Reimbursement**. Business Administrator may continue professional development through attendance at recognized colleges or universities of his choice and shall be reimbursed in accordance with the Act 93 Middle Management Team Agreement.

5. Assessment of Performance

- A. The Superintendent shall evaluate the Business Administrator through a formal Administrative Performance Development Plan at least once a year during the term of this Contract. Any performance evaluation of "Needs Improvement" of the Business Administrator shall be shared with the Board. The Business Administrator has the right to appeal evaluations to the Board. The Board has the right to request and review any evaluation when a concern is raised by the Board.
- B. The performance assessment shall be used for the following purposes:
 - 1. to strengthen the working relationship between the District and Business Administrator and to clarify the Business Administrator's responsibility;

2. to discuss and establish goals for the ensuing year; and
3. to establish the basis for possible incremental adjustments in the annual salary rate for the Business Administrator.

In the event that the Superintendent determines that the performance of the Business Administrator is unsatisfactory in any respect, the Superintendent shall describe in writing, and in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas needing improvement in all instances where the Superintendent deems performances to be unsatisfactory.

6. **Retirement or Resignation** – The Business Administrator shall provide the District with ninety (90) days' notice of resignation or retirement. It is expressly agreed that it shall be at the sole discretion of the District to determine whether the Business Administrator may utilize accumulated vacation and sick days during the relevant 90-day notice period provided in advance of any retirement/resignation from employment.
7. **Investigations by the Board.** In the event that the Board of School Directors directs that any investigation of the Business Administrator's conduct or performance be undertaken, the Business Administrator shall be (a) notified of the occurrence and purpose of such investigation; (b) granted access to all documents or reports generated by such an investigation; and (c) granted the opportunity to respond, verbally or in writing, to any documents, findings or conclusions derived from such an investigation prior to the investigation being concluded. Any investigations undertaken by the Board shall be completed in private without any public disclosure by the Board or Business Administrator of the commencement or progress of the same. Nothing herein shall obligate the Board to share attorney-client privileged or work product information with Business Administrator following the completion of any investigation of his conduct or performance.
8. **Discharge or Termination.** This Contract or any subsequent extension or renewal hereof may be terminated prior to the stated term only by virtue of the provisions of the Public School Code of 1949, Section 1080, 24 P.S. Section 10-1080 or the official retirement or resignation of the Business Administrator. No action under the Public School Code of 1949 by the Board of School Directors for termination shall be taken adverse to the Business Administrator without just cause.

In the event that the Board of School Directors/District or Business Administrator breaches the covenants contained in this Contract or there is any dispute between the parties, including dismissal of the Business Administrator, all such disputes or claims shall first be submitted to mediation and if mediation does not resolve the dispute or claims, the parties shall submit the same to binding arbitration pursuant to the Labor Arbitration Rules of the American Arbitration Association. The Business Administrator and the Board of School Directors, by agreeing to submit disputes to binding arbitration, waive the right to insist upon a hearing before the Board of School Directors as is provided for in the Public School Code of 1949.

In the event the Board of School Directors elects to terminate the Business Administrator for any reason set forth in the Public School Code of 1949, no public resolution or disclosure announcing or commencing discharge proceedings shall be made. The commencement of any discharge proceedings against the Business Administrator shall be affected by filing a demand for arbitration with the American Arbitration Association. Such arbitration proceedings shall be private and not disclosed or opened to the public by the Business Administrator or the Board. If the Business Administrator is found innocent of charges made, the District shall assume responsibility for payment of reasonable costs and attorney fees incurred by the Business Administrator in his defense.

This Contract shall be terminated upon the death of the Business Administrator, at which time the District shall pay to the Business Administrator's applicable spouse, designated beneficiary, or estate all of the aggregate compensation, salary, and benefits of the Business Administrator earned, accrued, and/or is entitled to under this Contract through the date of the Business Administrator's death.

If a vacancy occurs in the District in a position for which the Business Administrator is certified, the Business Administrator shall retain the right to request a transfer from the Business Administrator position to the vacant position. Any transfer shall be completed following the successful search and hiring of a new Business Administrator for the District. Likewise, the District retains the right to transfer the Business Administrator to an open position for which the Business Administrator is certified. In the event of a transfer to a bargaining unit position, the annual salary shall be negotiated with the Tyrone Area Education Association. In the event of transfer to any other position for which the Business Administrator is certified, the salary shall be negotiated at that time between the board and the transferring Business Administrator. The Business Administrator shall retain all sick days and personal days. If returning to a bargaining unit position, the Business Administrator will receive per diem payment for current unused vacation days of a maximum of twenty (20) days.

9. **Professional Liability.** The Board 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 Board, provided the incident arose while Business Administrator was acting within the scope of employment and as such liability is within the authority of the Board to provide under state law.

The Board shall not be required to pay any costs of any legal proceeding in the event the Board and the Business Administrator have adverse interests in such litigation.

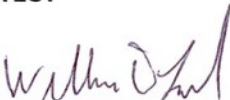
10. **Notification of Renewal.** The Board shall provide the Business Administrator with periodic opportunities to discuss Business Administrator-Board relationships and shall inform him at least annually of any inadequacies perceived by the Board. Prior to January 1, 2029, the District shall provide the Business Administrator with a notice in writing by certified mail that this written employment contract shall not be renewed.

In the event that the Board offers a renewal or extension of this Contract to the Business Administrator, the Business Administrator shall notify the Board in writing within ten (10) days of receipt of such renewal or extension offer of his intention to accept or reject the renewal or extension offer. In the event that the Business Administrator fails to provide notification of acceptance or rejection of the offer to the Board, it shall be deemed that the Business Administrator has accepted the offer made by the Board and the Contract shall be extended or renewed for the period of time specified in the Board's renewal or extension offer.

11. **Modification.** Notwithstanding any term or provision herein or elsewhere, oral or in writing, this Contract shall not be modified except in a writing signed by the Business Administrator and approved of by the Board and executed by an authorized officer of said Board.
12. **Savings.** If during the term of this Contract it is found that a specific clause of the Contract is illegal in Federal or State Law, the remainder of the Contract not affected by such ruling shall remain in force. This Contract contains the entire agreement between the parties and may not be changed or altered except in writing with the signatures of all parties concerned.
13. **Obligations.** This Contract shall be binding upon and shall inure to the benefit of the parties, their successors or assigns.
14. **Statutory References.** All references to the Public School Code contained herein shall also refer to and incorporate any amendment or recodification of such Code.
15. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

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

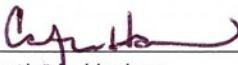
ATTEST

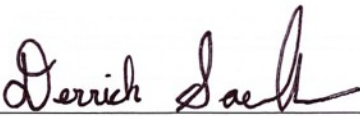

William D. Lash
Vice-President, Board of School Directors

TYRONE AREA SCHOOL DISTRICT

By: 
Rose A. Black
President, Board of School Directors

WITNESS


Cathy L. Harlow
Treasurer, Board of School Directors


Derrick R. Soellner
Business Administrator