

ERIE COUNTY TECHNICAL SCHOOL

PROPOSED AGENDA ITEM

DATE: April 24, 2014

SUBJECT: PASBO – Interim Business Management Service

CATEGORY: **Operations:** **Policy:** **Information:** **Personnel: X**

INITIATED BY: Natalie Fatica, Coordinator of Human and Quality Resources

DESCRIPTION:

With the resignation of Marcia Stokes, Erie County Technical School Administration recommends utilizing the Interim Business Management Service while the search is conducted for a replacement.

RECOMMENDATION:

Motion to approve the utilization of the PASBO Interim Business Management Service.



Pennsylvania Association of School Business Officials

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PENNSYLVANIA ASSOCIATION OF SCHOOL BUSINESS OFFICIALS

Interim School Business Administrator Services Agreement – PASBO/SD

This Agreement is executed April 24, 2014 by and between **Pennsylvania Association of School Business Officials** (“PASBO”)

and

Erie County Technical School (“Technical School”) (collectively the “Parties”).

Background. PASBO operates a program called PASBO **Interim School Business Management Service**. The purpose is to provide interim school business administrator services to local education agencies during the time when the agency experiences a temporary vacancy and is in the process of a search to find a regular school business administrator. Technical School wishes to use the service. With the foregoing background paragraph incorporated herein, and intending to be legally bound, the Parties agree as follows:

1. **PASBO Services.**

a. PASBO has recruited a number of experienced school business administrators to provide Interim School Business Administrator services during a time of transition.

b. PASBO will endeavor to provide Technical School with the name, background information, and contact information for one or more individuals available and interested in serving as an Interim School Business Administrator for Technical School. If PASBO is able to provide one or more such individuals, Technical School will interview one or more of the individuals identified by PASBO. Technical School will discuss with potential candidates duration of assignment, compensation, and specific duties, and will check references. If Technical School approves one of the individuals to serve as Interim School Business Administrator, PASBO will request the individual to perform the services of Interim School Business Administrator.

c. Prior to an Interim School Business Administrator commencing a specific assignment, it is required that: (i) PASBO and Technical School sign this **Interim School Business Administrator Services Agreement**; (ii) PASBO and Interim School Business Administrator sign an **Interim School Business Administrator Employment Agreement**, including **ISBA Assignment Addendum**; (iii) PASBO and Technical School sign an **ISBA Services Agreement Addendum**; (iv) PASBO and Interim School Business Administrator provide to Technical School mandatory background checks relating to criminal record information and child abuse; (v) Technical School check references provided by Interim

School Business Administrator; (vi) Interim School Business Administrator file with Technical School an Ethics Act **Statement of Financial Interests**; (vii) Interim School Business Administrator complete any pre-employment steps established by PASBO or Technical School, including tax forms and I-9 forms; and (viii) each of the Parties provide and **Insurance Certificate** as set forth below.

d. The duties of Interim School Business Administrator will encompass duties generally within the scope of a Technical School business administrator. Within this general scope of duties, specific duties will be set forth in the **ISBA Assignment Addendum**.

2. **Term of this Agreement.** This Agreement is effective on the date stated above, and shall terminate on the earlier of: (i) unless extended by mutual agreement of Interim School Business Administrator, PASBO, and Technical School, the date on which a regular school business administrator begins work for Technical School; or (ii) the date of written notice of termination from PASBO or Technical School to the other, with a copy to any Interim School Business Administrator who on the date of termination is providing services to Technical School.

3. **PASBO Service Fee.** Technical School will pay PASBO a monthly fee at the amount set forth in an **ISBA Services Agreement Addendum** signed by PASBO and Technical School after approval of an individual and agreement on duration of assignment, compensation to Interim School Business Administrator, and specific duties. PASBO will submit a monthly invoice for the fee, and Technical School will pay the fee within 10 days after receipt of the invoice.

4. **Employee Background Checks.**

a. At least ten (10) days before any Interim School Business Administrator provides any services under this Agreement, PASBO with assistance from Interim School Business Administrator will submit to Technical School background information on Interim School Business Administrator, including:

- (1) Reports of criminal history record information pursuant to 24 P.S. § 1-111.
- (2) Form PDE-6004 pursuant to 24 P.S. § 1-111.
- (3) Official clearance statement regarding child injury or abuse pursuant to 23 Pa.C.S. § 6354 *et seq.*
- (4) Written statement signed by Interim School Business Administrator in form satisfactory to the Technical School that if Interim School Business Administrator is arrested or convicted for an offense that would prohibit employment under § 1-111 or for driving under the influence of alcohol or a controlled substance, Interim School Business Administrator will provide written notice to PASBO and Technical School on Form PDE-6004 within 72 hours of the arrest or conviction.

b. No Interim School Business Administrator will provide services under this Agreement if Interim School Business Administrator has been convicted for an offense that would prohibit employment under § 1-111 or, unless Technical School provides written consent, for driving under the influence of alcohol or a controlled substance.

c. PASBO will promptly provide written notice to Technical School if PASBO learns that an Interim School Business Administrator has been arrested or convicted for an offense that would prohibit employment under § 1-111 or for driving under the influence of alcohol or a controlled substance.

5. **Independent Contractor Status and Reservation of Rights.**

a. Both Parties agree that PASBO is an independent contractor.

b. Both parties intend that Interim School Business Administrator will be considered an employee of PASBO, and not an employee of Technical School, for common law, School Code, tax, and other purposes. PASBO acknowledges that it is responsible for all matters related to the payment of federal, state and local payroll taxes, workers' compensation insurance, and compensation for Interim School Business Administrator. PASBO will include in Interim School Business Administrator Employment Agreement provisions substantially to the following effect:

“For the duration of any assignment, Interim School Business Administrator will be considered an employee of PASBO, and will not be considered an employee of Technical School for common law, School Code, tax, and other purposes. PASBO will withhold from amounts paid to Interim School Business Administrator such amounts as PASBO determines are required by law for taxes and similar items, based on advice from PASBO's accounting firm.

c. PASBO retains the right, after consultation with Technical School, to terminate the employment of any Interim School Business Administrator and to designate the date of termination from employment. Technical School retains the right, after consultation with PASBO, to terminate the assignment of any Interim School Business Administrator and to designate the date of termination of the assignment. Technical School understands that Interim School Business Administrator will retain the right to terminate any specific assignment by notice to Technical School, with a copy to PASBO.

d. If assignment of a particular Interim School Business Administrator to Technical School is terminated by PASBO, Technical School, or Interim School Business Administrator, for whatever reason, and if Technical School continues to need to services of an Interim School Business Administrator and wishes to continue to use PASBO services, PASBO and Technical School will again follow the procedure set forth in paragraph 1 above for assignment of an interim school business administrator to Technical School.

6. **Technical School Duties.**

a. Considering that Interim School Business Administrator will be an experienced school business administrator, Technical School will not have responsibility to train Interim School Business Administrator.

b. Technical School will provide a suitable office for Interim School Business Administrator; provide to Interim School Business Administrator copies of all Technical School policies relevant to the performance of the job as business administrator within Technical School; introduce Interim School Business Administrator to Technical School employees; and provide information to Interim School Business Administrator concerning historic Technical School practices relating to

business administrator duties.

c. Technical School will report promptly to PASBO any concerns or issues relating to the services provided under this Agreement.

d. Within 30 days after termination of this Agreement, Technical School will provide PASBO a brief evaluation of the services rendered under this Agreement.

e. Technical School shall immediately notify PASBO of any injury Interim School Business Administrator suffers while performing services as Interim School Business Administrator.

7. **Liability and Indemnification.**

a. PASBO will endeavor to refer and employ individuals having high character and appropriate background and ability to perform the duties of a Technical School business administrator. However, Technical School understands that Interim School Business Administrator is a professional, and that PASBO will not direct or control performance of duties by Interim School Business Administrator, and cannot guarantee the results of such performance. Accordingly, Technical School hereby releases PASBO, its officers, directors, agents, and employees from any and all damage, loss, liability, cost, or expense of any nature whatsoever arising from or related to any actions of Interim School Business Administrator in providing services under this Agreement. Similarly, Technical School understands that an Interim School Business Administrator cannot guarantee the results of services provided under this Agreement. Accordingly, Technical School hereby releases Interim School Business Administrator from any and all damage, loss, liability, cost, or expense of any nature whatsoever arising from or related to any actions of Interim School Business Administrator in providing services under this Agreement – except that this release of Interim School Business Administrator will not apply in the event of willful misconduct by Interim School Business Administrator.

b. Technical School agrees to indemnify, defend, and hold harmless PASBO, its officers, directors, agents, employees (including Interim School Business Administrator, whether or not Interim School Business Administrator is negligent) (referred to collectively in this paragraph as the “Indemnified Parties” and singularly as an “Indemnified Party”) against and from any and all damage, loss, liability, cost, or expense of any nature whatsoever (including reasonable attorney fees) arising from or related to any event or claim, investigation, suit, or action by any person, entity, or government authority in any manner related to or arising from services provided under this Agreement. This duty to indemnify, defend, and hold harmless PASBO shall not apply to a workers’ compensation claim filed by Interim School Business Administrator. This duty to indemnify, defend, and hold harmless Interim School Business Administrator shall not apply to willful misconduct by Interim School Business Administrator.

8. **Insurance.**

a. PASBO will maintain at all times during the term of assignment of any Interim School Business Administrator workers’ compensation insurance covering Interim School Business Administrator.

b. Technical School will maintain at all times during the term of assignment of any Interim School Business Administrator general liability insurance that names PASBO and Interim School Business Administrator as additional insureds and that is in form and amount satisfactory to PASBO and

Interim School Business Administrator.

c. Prior to an Interim School Business Administrator commencing a specific assignment, each Party will provide an Insurance Certificate evidencing insurance coverage satisfactory to the other Party.

9. **Compliance with Laws.** Technical School shall comply with all applicable federal, state or local laws and regulations regarding the work site and operations. Technical School shall not in any manner with respect to Interim School Business Administrator discriminate on the basis of national origin, race, color, age, gender, disability or any other protected characteristic.

10. **Notices.** Any notice required to be given under this Agreement shall be deemed given if it is in writing and sent by certified U.S. mail return receipt requested, by recognized commercial courier service, or personally delivered, by email received and opened by the Party, in each case to the address of the Party set forth below.

11. **Entire Agreement.** This Agreement contains the entire understanding of the Parties. It may not be changed orally, and may be changed only by an agreement that is in writing and signed by the party against whom enforcement of any change, modification, extension or discharge is sought.

12. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

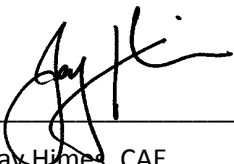
13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14. **Governing Law/Dispute Resolution.** This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania. Any dispute arising out of or relating to this Agreement or the breach thereof shall be resolved finally by binding arbitration conducted in Dauphin County, Pennsylvania administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration panel shall consist of one arbitrator, selected as provided under the Rules. Any resulting arbitration award may be entered and confirmed in a court of the Commonwealth of Pennsylvania.

[SIGNATURE PAGE FOLLOWS]

[Signature Page for Interim School Business Administrator Services Agreement]

PASBO



Jay Himes, CAE
Executive Director, PASBO

April 11, 2014
Date

ERIE COUNTY TECHNICAL SCHOOL

Date: _____

By: _____

Title: _____

Print Name: _____



Pennsylvania Association of School Business Officials

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ISBA Services Agreement Addendum – PASBO/SD

This Addendum is executed pursuant to the **Interim School Business Administrator Services Agreement** dated April 24, 2014.

PASBO and Technical School agree as follows:

1. **Specific Assignment.** Technical School has approved, and PASBO will assign as Interim School Business Administrator, the following individual: Paul Fritz.
2. **Assignment Duration.** The assignment will start on May 1, 2014, if all required documents have been signed. The assignment will terminate on the earlier of: (i) unless extended by mutual agreement of Interim School business Administrator, PASBO, and Technical School, the date on which a regular school business administrator begins work for Technical School; (ii) the date designated in written notice of termination from PASBO or Technical School to the other, with a copy to Interim School Business Administrator; (iii) the date designated in written notice of termination from Interim School Business Administrator to Technical School, with a copy to PASBO; or (iv) the date which is one day prior to one year from the date the assignment starts.
3. **PASBO Service Fee.** For the duration of the Interim School Business Administrator assignment, Technical School will pay PASBO a fee of \$60 per hour of until the assignment is terminated. This fee amount includes an amount to pay PASBO for: (i) compensation paid to the Interim School Business Administrator; (ii) taxes, insurance, and other employment related costs; and (iii) an administrative fee for PASBO. If any taxes PASBO is required to pay and absorb as employer (such as Social Security, Medicare, unemployment compensation, or other) should increase during this assignment, the monthly fee payable to PASBO will increase by the same amount.
4. **Interim School Business Administrator Duties.** The duties of the Interim School Business Administrator will encompass duties generally within the scope of an Technical School business administrator. Within this general scope of duties, specific duties are as follows:
 - a. Interim School Business Administrator will have the title of “Acting School Business Administrator.”
 - b. Interim School Business Administrator will serve as chief financial officer of Technical School and perform the duties of Business Administrator in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the policies of the Technical School, the provisions of this contract, and the directions of the Executive Director and the Board.

- c. Services provided hereunder shall generally be performed at the Technical School business office, except that services may be performed from other locations as required by the specific job duties or with Technical School consent.
- d. Interim School Business Administrator will generally report to the Executive Director.
- e. Interim School Business Administrator will make a recommendation to the Board on all financial matters requiring a Board decision.
- f. Interim School Business Administrator **[will]** have responsibility to review general operations and practices currently in place to ensure timely and efficient processing of revenue, expenditure, and billing functions; **[will not]** have responsibility for human resource, personnel, labor relations and negotiations, and employee benefit oversight; **[will not]** have responsibility for Technical School legal matters oversight; **[will not]** have responsibility for student transportation oversight; **[will not]** have responsibility for Technical School food service oversight; **[will not]** have responsibility for Technical School buildings and grounds oversight; **[will not]** have responsibility for building construction projects; **[will]** have responsibility to review and evaluate actions required to make timely debt service payments and to evaluate current and future borrowing plans; **[will not]** have responsibility to review and evaluate capital project planning.
- g. The initial responsibility of Interim School Business Administrator will be to review all business office operations for the purpose of recommending to the Executive Director priorities and process to facilitate a smooth transition of the business office until hiring of a regular School Business Administrator.
- h. Interim School Business Administrator **[will]** have signature authority for documents normally signed by the Business Administrator
- i. Interim School Business Administrator **[will not]** serve as School Board Secretary.
- j. Interim School Business Administrator **[will not]** attend regularly monthly school board meetings.
- k. Interim School Business Administrator **[will not]** attend school board work sessions.
- l. Interim School Business Administrator **[will not]** attend school board executive sessions.
- m. Interim School Business Administrator **[will not]** attend school board committee meetings.

[SIGNATURE PAGE FOLLOWS]

[Signature Page for ISBA Service Agreement Addendum]

PASBO



Jay Himes, CAE

Executive Director, PASBO

April 11, 2014

Date

ERIE COUNTY TECHNICAL SCHOOL

Date: _____

By: _____

Title: _____

Print Name: _____