

ATHLETIC TRAINER EMPLOYMENT AGREEMENT

BETWEEN

THE WARREN COUNTY SCHOOL DISTRICT AND

ANDREA SHENE

THIS AGREEMENT, is made the 11th day of June, 2018, by and between the Warren County School District (herein "District" or "Board") and Andrea Shene (herein "Employee").

WHEREAS:

A. District has a current need for a full time employee to fulfill Athletic Trainer duties in the District; and

B. Employee has provided such services pursuant to an Employment Agreement that is about to expire; and

C. Employee remains interested and available to fill the position; and

D. The parties believe it is in their mutual interest to extend their contractual relationship; and

E. The parties desire that the terms of this new Agreement be set forth in detail herein.

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

1. EMPLOYMENT.

The District hereby employs Employee, and Employee hereby accepts employment, as Athletic Trainer for the District, continuing upon the expiration of her current Employment Agreement and continuing for the term hereinafter set forth.

2. TERM.

The term of this Employment Agreement ("Agreement") shall commence on August 1, 2018, and shall expire June 15, 2019. This Agreement replaces the Prior Agreement, which will expire by its own terms or to the extent it does not expire shall be replaced in its entirety with this Agreement.

This Agreement shall expire automatically at the conclusion of the stated term and notwithstanding any other reference to the term of this Agreement may be terminated early at such time as District determines that Employee's services no longer are necessary or fail to meet the performance standards expected by District. Any such early termination of this Agreement shall be at the sole discretion of the District. Employee also understands that, even notwithstanding the District desire to enter into this successor Agreement, District may choose in its sole discretion to enter or not to enter into any future agreements.

3. RESPONSIBILITIES.

A. General Responsibilities

Employee shall carry out the duties described on Exhibit A, which is attached hereto and made a part hereof. Employee will work under the supervision of the Supervisor of Athletics and will perform all duties as assigned by the Supervisor of Athletics to the extent such assignments are not explicitly prohibited by this Agreement.

Employee will not engage in any of the limitations set forth in "Exhibit B, which is attached hereto and made a part hereof. Employee also will be required to observe all safety and work requirements of the District and will

abide by all District policies and applicable laws. Employee will perform all duties in a prompt and efficient manner. Employee also agrees to be NATA BOC certified and possess licensure for the Commonwealth of Pennsylvania.

B. Work Schedule

Employee will be required to work forty (40) hours per week, with the precise schedule to be determined by the Employee's supervisor and as dictated by District needs. Employee understands this schedule will require flexible availability, including the possibility that some workweeks will exceed the typical 40 hours, and that the nature of the work performed likely will require Employee to be working on dates and at times not normally worked by most other District employees.

4. SALARY.

Employee shall receive an annual salary of \$44,217.00, minus the necessary and lawful deductions, to be paid in accordance with the District's normal payroll practices.

5. BENEFITS.

A. Insurance and Leave

Employee will receive the same insurance and leave time benefits offered to the District teachers, offered on the same terms and conditions as described from time to time in the collective bargaining agreement with the District teachers' association.

B. Expenses.

Employee shall be reimbursed for District-related travel incurred in the

performance of his duties in accordance with the prevailing IRS reimbursement rate and District procedures.

C. Training

Employee will be reimbursed for up to \$1200 of documented tuition costs for training courses approved in advance by District.

6. TERMINATION.

All of the other provisions hereof notwithstanding, the parties agree that Employee's employment and this Agreement may be terminated by:

- a. Mutual agreement of the parties;
- b. Death of Employee;
- c. Physical or mental impairment of Employee that extends beyond any available sick leave, which makes Employee unable to perform any essential function of the position despite any reasonable accommodation of the condition; and
- d. Discharge for cause.
- e. Termination by District for convenience.

7. SEVERABILITY.

In the event that any provision of this Agreement is found to be unlawful, such provision shall be null and void. If appropriate, the parties shall attempt to reach agreement on a substitute provision. The remainder of the Agreement shall not be affected by such determination and shall remain in full force and effect.

8. OUTSIDE EMPLOYMENT.

During the term hereof Employee agrees that she will devote her full time,

attention, skill and best efforts to his employment for the District. Employee shall be permitted to undertake other work of an appropriate nature so long as such activities do not impede or interfere with the discharge of duties as described herein. In no case will the District be responsible for any expense related to the performance of outside activities. The Board's determination that any such activity is inappropriate or impedes or interferes with Employee's duties or responsibilities is recognized to be a matter of its sole and exclusive discretion and shall be conclusive.

9. ENTIRE AND FINAL AGREEMENT.

This Agreement sets forth the entire understanding of the parties on all matters related to the employment of Employee. The District shall not be bound by claims, representations or agreements not set forth herein.

No amendments to this Agreement shall be effective unless reduced to writing and signed by the parties.

Executed by the parties at Warren, Pennsylvania, this 11th day of June, 2018, intending to be legally bound hereby.

WITNESS

EMPLOYEE

WITNESS

DISTRICT
