

SOUTHERN LEHIGH SCHOOL DISTRICT

**HUMAN RESOURCE ADMINISTRATOR
EMPLOYMENT AGREEMENT**

This Agreement, made effective as of the **1st** day of **July, 2011**, by and between **SOUTHERN LEHIGH SCHOOL DISTRICT**, a school district organized under the laws of the Commonwealth of Pennsylvania, having its principal place of business at 5775 Main Street, Center Valley, Pennsylvania, 18034 (the "School District" or the "District") and **WILLIAM KENNEDY**, currently residing at 4492 Keene Street, Center Valley, Pennsylvania 18034 ("Human Resource Administrator") (collectively "the Parties").

WITNESSETH

WHEREAS, the School District seeks to hire the Human Resource Administrator;
and

WHEREAS, the Human Resource Administrator seeks to be employed by the School District.

NOW THEREFORE, the Parties agree as follows:

1. Job Duties. The Human Resource Administrator shall be responsible for the adequate and efficient organization and conduct of the District's human resource matters relating to all District employees, under the direction of the Superintendent, in accordance with such policies and directions as the School District and its Board may adopt from time to time. The Human Resource Administrator shall keep the Board of School Directors and Superintendent informed about the District's human resource related affairs. The duties of the

Human Resource Administrator are further described in the Job Description attached hereto, made a part of, and marked "Exhibit A." Such Job Description is not meant to be all-inclusive, and may change from time to time.

2. Performance of Duties. The Human Resource Administrator agrees to perform his duties hereunder in a competent and professional manner and comply with the established ordinances, resolutions, policies and regulations of the Board and the laws of the Commonwealth of Pennsylvania. The Human Resource Administrator further agrees to devote his full time, skill, labor and energy during regular business hours to his responsibilities to the District during the term of this Agreement; PROVIDED, however, that the Human Resource Administrator may, after full disclosure to and upon the prior express approval of the Board, undertake such additional employment or engage in self-employment during non-regular business hours (except during meeting times that may be assigned during non-regular business hours) but only insofar as such additional employment or self-employment shall not conflict with his performance or responsibilities to the District, as determined in the sole discretion of the Board.

3. Duration. The Human Resource Administrator's employment under this Agreement shall commence as of July 1, 2011, and shall expire on June 30, 2014 (the "expiration date"), unless terminated pursuant to Section 13 of this Agreement. At its expiration date, this Agreement shall automatically renew for of three (3) years by the Board, under the terms and provisions as set forth

herein, unless, at least sixty (60) days prior to the termination of this Agreement (including any additional one (1) year automatic renewal term or terms), the Board informs the Human Resource Administrator in writing of its intention to not renew or to terminate.

4. Consideration. The Parties acknowledge and agree that the payments and other benefits provided by the School District in this Agreement already serve as good and sufficient consideration for Human Resource Administrator's promises, regardless of duration of employment.

5. Salary. The District agrees to pay the Human Resource Administrator for the first year of the term of this Agreement an annual salary of Ninety Thousand Nine Hundred Eighty-Seven Dollars (\$90,987.00), with annual merit as determined by the Board in its sole discretion. Annual salary amounts for subsequent years shall equal the amount set forth in this Agreement for the first year plus any incremental increases that are given by the Board.

6. Benefits Provided Through the Administrator's Compensation Plan. The Human Resource Administrator annually shall be eligible to receive all benefits provided for District administrators in the then-current Administrators' Compensation Plan (currently including, but not limited to, hospitalization, major medical insurance, dental insurance, vision care reimbursement, life insurance, personal days, holidays, sick days, vacation days, emergency days, disability leave, academic

reimbursement, severance benefits, option to continue medical insurance and life insurance upon retirement, and/or compensatory payment in lieu of medical benefits. These benefits are subject to change by policy, health plans and/or Administrators' Compensation Plan. If the Human Resource Administrator chooses to participate in the District's health and medical insurance program, he shall be obligated to pay the same monthly employee premium contribution as specified for administrators in the then current Administrators' Compensation Plan.

7. Professional Memberships. The District shall pay for the Human Resource Administrator's membership in certain professional organizations up to the monetary limit specified in the current Administrators' Compensation Plan. Such memberships must be deemed relevant to the duties and responsibilities of the Human Resource Administrator by the School District.

8. Equipment. The School District shall provide to the Human Resource Administrator a computer and cell phone ("electronic equipment") for business purposes under this Agreement. This electronic equipment, and any other devices or tools provided to the Human Resource Administrator, shall remain the sole property of the School District. The Human Resource Administrator understands and agrees that he shall have no expectation of privacy or confidentiality in such electronic equipment. Any files, pictures, texts, phone calls, pen logs, documents, and/ or other content stored, used, or communicated

through or in this electronic equipment shall belong solely to the School District and may be used or disclosed by the District as deemed appropriate. The Human Resource Administrator further understands and agrees that the School District shall have the right to review such electronic equipment, and the content included therein, at its sole discretion at any time upon demand.

9. Travel Expenses. Travel relevant to the Human Resource Administrator's position and duties will be reimbursed at the prevailing rate set by the Internal Revenue Service.

10. Income Protection. If the Human Resource Administrator is unable to perform any or all of his duties by reason of disability due to major or chronic illness or major non-occupational accident, and said disability extends beyond the Human Resource Administrator's accumulated sick leave, the Human Resource Administrator shall be entitled to receive disability income as per the current Administrators' Compensation Plan. Said Plan provides for disability income protection of sixty (60%) percent of monthly salary up to a maximum of five thousand dollars (\$ 5,000) per month. The Human Resource Administrator acknowledges and agrees that in the case of absence, including Income Protection, the Human Resource Administrator must satisfy all required application processes, School District policies, and applicable leave-stacking requirements.

11. Term Life Insurance. The Human Resource Administrator will receive term life insurance coverage, with conversion option, at standard rates and availability, in an amount equal to two times annual salary up to a limit of \$300,000. .
12. 403(b) Contributions. The District will provide matching contributions to the Human Resource Administrator's 403(b) account, at a rate of fifty cents of employer contribution per one dollar of employee contribution, not to exceed a maximum employer contribution of 2.0% of the Human Resource Administrator's base salary.
13. Termination. The Agreement may be terminated only by:
 - Written resignation of the Human Resource Administrator upon not less than ninety (90) days' written notice to the Board of School Directors;
 - Written mutual agreement of the parties; or
 - Discharge for cause, including incompetency, intemperance, neglect of duty, violation of any of the school laws of this Commonwealth or other improper conduct, after due notice from the Board of School Directors, giving the reasons therefor and after hearing, if demanded.

In the event of discharge, the Director of Business Services may exercise any rights statutorily granted under Local Agency Law, the Public School Code, and/or any other applicable laws of the Commonwealth of Pennsylvania.

14. Hold Harmless. The Board shall defend, hold harmless, and indemnify the Human Resource Administrator from any and all demands, claims, suits, actions

and legal proceedings brought against the Human Resource Administrator in his official capacity as an agent and employee of the District.

15. Modification and Waiver. It is mutually understood and agreed that this Agreement only may be modified by written mutual agreement of the Parties, duly executed and amended to this Agreement. It is mutually understood and agreed that no term or condition of this employment contract shall be deemed waived, nor shall there be any estoppel against the enforcement of any provision of this Agreement, except by written instrument of the party charged with waiver or estoppel.

16. All Required Payments. The District may withhold from any compensation or benefit payable hereunder all federal, state, local or other tax as shall be required pursuant to any law, governmental regulation, or ruling.

In Witness Whereof, and intending to be legally bound hereby, the parties have caused these presents to be executed and delivered this Agreement the dates below written.

ATTEST:

SOUTHERN LEHIGH SCHOOL DISTRICT

Board of School Directors
Secretary

School Board of Directors
President

Date

WITNESS:

WILLIAM KENNEDY

Signature

Human Resource Administrator Date