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Thursday, March 3, 2022

Dr. Michael Mahon, Superintendent
Southern Lehigh School District
5775 Main Street
Center Valley, PA 18034

Re: Publication of Report

Dear Dr. Mahon:

In August 2021 my firm was retained by the School District to conduct an investigation and report its conclusions to the School Board. I prepared a report for the School Board ("the Report"). By action taken by the School Board on January 24, 2022, the School Board decided that certain material in my report related Dr. Allen and the former Superintendent, Dr. Evison, would be made public. Notice was given to both Dr. Allen and Dr. Evison of the contents of the report that would be made public. They were given until the close of business on Monday, February 28, 2022, to respond. In addition, their respective attorneys were also provided with notice and the contents of the Report that was to be made public.

Counsel for Dr. Allen responded and provided Dr. Allen's response to the report. Dr. Allen's response is attached as Exhibit "A." On Monday, February 28, 2022, Dr. Evison's attorney responded with the letter attached as Exhibit "B."

With that background, the Report pertaining to Dr. Evison and Dr. Allen follows.

Very truly yours,
LEVIN LEGAL GROUP, P.C.

Michael I. Levin, Esquire

Michael I. Levin, Esquire

Factual Matters Associated with Dr. Allen and His Work; The Relationship Between Dr. Allen and Dr. Evison.

Dr. Kathleen Evison (Evison) was superintendent of the School District from October 22, 2016, until she resigned effective July 2, 2021. Evison's resignation was accepted by the School Board at its public meeting on April 12, 2021. On the effective date of her resignation, Evison was at the start of the second year of her second contract with the School District. The term of that contract was July 1, 2020 through June 30, 2025. That contract provided for salary and benefits, including the payment of certain tuition costs. Specifically, paragraph 5, B, 11 provided that:

The District shall, during the term of this Agreement, pay the full cost of tuition and associated fees and books for graduate courses, including on-line courses, taken by the District Superintendent at an accredited institution, up to a maximum of eighteen (18) credits per year, for the purpose of earning a doctor of education, Ed.D., degree. The District shall make such payment to the District Superintendent upon her registration for each graduate course, when she submits the tuition bill to the District's business manager; provided that such courses are subject to repayment by the District Superintendent for any course in which the District Superintendent fails to receive a final passing grade.

Evison was enrolled at Vanderbilt University ("Vanderbilt") in a doctoral program. The School District was paying tuition for Evison at the rate of approximately \$30,000 per year. There were no provisions in her employment contract that required Evison to continue her employment for any particular period of time after receiving this benefit. On the contrary, the contract allowed Evison to resign "without penalty" as long as the superintendent gave at least sixty days' notice. Paragraph 10, B of the contract provides as follows:

This Agreement may be unilaterally terminated without penalty by the resignation of the District Superintendent at any time; provided the District Superintendent gives the Board at least sixty (60) days' notice prior to the effective date of the resignation. If this Agreement is terminated in this manner, the District shall pay and provide to the District Superintendent all of the aggregate salary and benefits including, but not limited to, insurance coverage and payment for unused leave, the District Superintendent earned, accrued and/or is entitled to in accordance with this Agreement through the effective date of her resignation and termination of this Agreement plus any applicable post-employment and retirement benefits provided for in this Agreement.

Evison was required to perform what is referred to as a "Capstone Project" for her doctoral program at Vanderbilt. One of Evison's classmates at Vanderbilt, Nicholas Whittington ("Whittington"), suggested that she reach out to two administrators at the Mooresville Graded School District ("Mooresville") in North

Carolina where Whittington was employed. In an email that Evison sent to Dr. Joseph Allen, Diversity and Inclusion Specialist for Mooresville (“Allen”), and Dr. Stephen Maoney, Superintendent (“Maoney”), on February 5, 2020, Evison said:

Your contact information was given to me by Nicholas Whittington, one of my classmates in the Vanderbilt EdD program.

I am very interested in doing a Capstone Project in the area of culturally responsive teaching and learning practices, and Nicholas speaks highly of your work in Mooresville. I am currently the superintendent of a K-12 district in eastern Pennsylvania. We have just over 3100 students housed in two elementary buildings, one intermediate, a middle school and a high school. We are a predominately Caucasian community, with an almost exclusively white staff. Our student demographics are becoming more diverse, and our attention is focused on how we work with teachers to provide professional development, coaching and support to become first culturally aware and then culturally competent and responsive. We see evidence in discipline and referral data, as well as anecdotally and through parent and student feedback that this is a real area of need and growth.

I know this is an area you have focused on, and are further along in your journey. I would love to partner, learn from you, and see how I could contribute to your work while meeting my doctoral requirements. The broad requirements are to identify a problem of practice, complete data and lit review, and then identify an intervention, program or solution, along with a tool to evaluate. We are not required to implement the actual intervention, although that certainly could happen, but rather we present a final product that makes recommendations and provides tools and resources to our partner organization. I would welcome an opportunity to discuss further and see if we can identify an area of study that would meet both of our needs.

(Emphasis added)

Instead of simply asking Allen if he would assist her with her Capstone Project, she asked for assistance with her doctoral requirements and she offered to “partner” with him and to “contribute to [his] work.” She is arguably proposing a quid pro quo relationship from the start.

Maoney responded on February 12, 2020, stating the following:

Thank you for reaching out with your interest in Mooresville Graded. Based on the information that you gave, it does sound like our two systems have many similarities. I am good with us discussing a possible partnership further. Dr. Allen will be the point of contact for you moving forward to discuss how we can assist one another in the important work that we are doing.

As suggested by this email, Maoney was thinking in terms of Mooresville assisting Southern Lehigh. Such collaborative work and agreements for such collaborative work are beneficial and not nefarious. However, as reflected

hereinafter, this was not a collaborative project between two school districts and neither Mauney nor Mooresville appear to have had any involvement in how the relationship between Allen and Evison evolved.

There is some evidence that there may have been a telephone call between Evison and Allen in late February 2020—but the records that reviewed are not clear on that. The pandemic hit a few weeks later. It does not appear that Evison had any further contact with either Allen or Mauney until May 6, 2020, when Evison sent the following email to Allen:

I hope you are doing well and weathering these unprecedented times. It's a while since we talked about the possibility of me doing my Capstone Project at Mooresville on engaging families in equity work. Since that time, the world has changed dramatically, and I'm sure you are incredibly busy and dealing with such a range of issues, as are we.

I wanted to reach out and connect, given the current pandemic situation, and how schools are changing to see whether you are still feeling that you are able to support me in doing the capstone with you, or if at this time you would rather decline. I completely understand if you find yourself in a different situation than when we last talked, and the last thing I want to do is add more pressure, so just wanted to check in in the event I need to move forward with another alternative. I have been unbelievably tied up with the current school situation, so haven't invested time in literature reviews and planning too much, so now would be a good time to switch gear if I need to.

Unlike Mauney who saw this as one school district collaborating with another school district, Evison makes it clear that the help she wants from Allen is to “support [her] in doing the capstone.” The next day, Allen responded to Evison agreeing to help her. He said:

Regarding your Capstone Project, I am absolutely interested in continuing to support you, though, I'll be honest, I'm not sure what that would look like under the context of COVID-19. On the one hand, with new challenges comes the need for new solutions, and that might inform, and ultimately benefit, your project in interesting ways. On the other hand, it might be very interesting logistically. In either case, I would love to continue working with you and offer assistance where I can. Perhaps we can set up a call in the near future to brainstorm and discuss how to go about your project, and how I might be able to assist. I will make myself available at your convenience, as I am sure that you are pulled in many different directions daily. Just let me know when you might have a few moments, and we can go from there.

Over the next several weeks, Allen and Evison exchanged emails trying to arrive at a time when they could talk. They finally spoke on June 8, 2020. Allen followed that conversation with an email stating:

As always, it was fantastic speaking with you today. As promised, I'm attaching a pdf. copy of the book Elementary Education: Global Perspectives, Challenges, and Issues of the 21st Century. Chapter 8 is the chapter I co-authored that speaks to the need for teachers to engage in critical reflection practices.

Also, regarding providing students a platform to "publish" their experiences, thoughts, feelings, needs, etc., here is a link to the spoken word project some of our high school students completed this year.

And I can honestly say, what this video does not (and cannot) show, is the trust and rapport that was built between these students of color and their white teacher, because, in her classroom, their experiences were validated, and because she chose not to be the teacher who would attempt to silence or restrict them. Powerful stuff.

I look forward to our next conversation. I'll be ready with a framework for how to bring some of this work to your district. Talk to you soon.

What started out with Evison's request that Allen assist her with her Capstone Project for Vanderbilt, morphed into Allen doing work for Southern Lehigh by June 8, 2020, the date of the first or second telephone conversation between them. Evison responded to this email on June 11, 2020 stating:

These are great! Thank you! As you think about a framework, could you also add a potential board training to your thoughts - they are all keen to tackle issues, but are naive about the issues and what to do versus not do.

This is clear documentation that by June 11, 2020, Evison was offering to contract with Allen. Allen responded the next day, saying:

It's funny you should mention this, because, as I've been brainstorming, I realized the need for the same thing. There is evidence out there that suggests these types of programs are more sustainable when you take a top-down approach, and put your Board/Admin through them first. It generates buy in. Truth be told, that's how we did it here. So maybe we start there? I can draft a proposal for a condensed training program for your Board members and district admin, as a sort of pilot. We can roll it out at the end of summer, or early Fall, and then let that be the catalyst to open up conversations about potential district-wide opportunities. What do you think?

Evison responded to Allen the next day, June 12, 2021, saying:

Sounds fantastic! I hate to put pressure on you, but we have a board meeting on June 22nd. Given the amount of heat circulating about this topic, if you think we'll be able to present a proposal and cost by then, it would be amazing. A broad outline of a framework, and then more specificity about the first phase of board/admin training would work, and maybe the first task could be creating a DEI action plan? That gets it approved from a monetary standpoint so you are compensated for all the work that goes into planning, rather than waiting too late and then trying to back up from there. I'm also wondering about the possibility of some Zoom critical conversation/ town hall type events in the fairly immediate future and would love your help in facilitating. The community is angry and frustrated right now and they need to stop hearing from me and hear from someone with real credentials in this work!

Maybe we could touch base next week and discuss a draft and see where we are?

On Friday, June 12, 2020, Evison reported the following to the School Board in a so-called "Friday Update."

Diversity, Equity and Inclusion: I am finalizing an agreement to recommend we engage the services of Dr. Joseph Allen as a Diversity, Equity and Inclusion consultant. This would be funded from Title funds, which are federal funds that will need to be returned if not spent this year. They can only be used for professional development and coaching services, and we have an excess since some of our in person events had to be cancelled due to pandemic. As part of the plan with Joe, we are planning to begin with community conversations or town halls, which I'm asking for him to facilitate if an agreement is approved by the board, along with board member and administrator training and workshops later in the summer. This will be followed with a comprehensive plan for work with staff and students. Further details will be shared as I finalize things with Joe. He and I began this process in February with our first meeting, and were hoping to bring to the board in a workshop in late May or early June, but since pandemic got in the way of our original planning and timeline, and given the current climate, we are pushing ahead a little faster than the phased conversations followed by vote that I had originally planned. I'm also trying to arrange for Joe to join us for either this board meeting, or through another Zoom meeting so he can speak directly to you about his background and proposed scope of work. I'll keep you posted on those items as we move forward. We can do all of these items internally, but I truly believe at this point that we need to bring in someone external who can lend a different perspective and perhaps can get more buy [sic] as he is currently active in both research, teaching and implementation of DEI work.

Evison and Allen then exchanged emails in an effort to schedule another time to talk. Although the email exchanges do not clearly document when they spoke again, on June 18, 2020, Allen sent an email to Evison with his proposal for work for Southern Lehigh. He said:

I thought it might be best to send this document via my personal email. I apologize that I did not get this to you earlier in the day. I was called into several emergency meetings and wasn't able to get to it as early as I had hoped. Please see attached for the proposal document. I managed to get both PD services and consultation services onto one document. Please review it and let me know if you find any errors I may have missed, or if you have any recommendations for edits. I will follow up with you tomorrow via text to make sure you have received everything. Looking forward to meeting the Board on Monday. If I don't speak to you before, have a great weekend!

Allen sent the first iteration of his proposal to Evison with this email on June 18, 2020. He offered Professional Development Services for \$6,000 and Consultation Services regarding a “Needs Assessment” and an “Action Plan” for an additional \$4,000. Allen and Evison exchanged a number of emails on June 18, 2020, including an email by which Evison asks if the proposal could be modified. Instead of proposing a 1-year action plan, Evison wanted the proposal to include a 3-year action plan. Allen agreed and sent a modified Proposal on June 19, 2020. After reviewing Allen’s modified Proposal, Evison sent an email to Allen painting a poor picture of the School District’s students and saying:

[The proposal] looks really good. The only other area I feel we're really lacking is the aspect of providing education to our students in these areas. A piece of that is through our curriculum review process and ELA and Social Studies are in there this year. My concern is that we have a significant percentage of our student body that do not understand race, justice and equity and are either passively, or outright directly marginalizing their peers, using unacceptable language and generally exhibiting racist and biased behaviors. I know that's a lot to tackle, and that our staff and admin need to come first, so maybe just a reference to how this work with staff will then lead to not only culturally affirming practices in pedagogy but also in direct teaching of these issues to students? It's just my thought and I'm certainly open to feedback, but just wondering how we capture the portion of helping our students address their own bias and racism.

On Friday, June 19, 2020, Evison sent another “Friday Update” to the School Board. Referring to Allen, she said:

Diversity, Equity, Inclusion plan: As I mentioned earlier, I will be bringing an agreement to engage the services of Dr. Joseph Allen to work on both consulting and assisting with a plan, and also delivering direct professional

development. I am attaching his CV here so you can review his background. The agreement will be added to the agenda for Monday, and Dr. Allen will be attending the board meeting to 'meet' the board and will be available for board questions as needed.

Responding to Evison's email of the 18th, Allen made some additional modification to his Proposal. Evison reviewed it and sent an email to Allen on Sunday, June 21, 2020, telling him that it "looks great."

There is no evidence reviewed by Mr. Levin that Evison knew the details of Allen's professional background (or lack thereof) until June 18, 2020, when Allen sent a copy of this CV to Evison. Allen's CV raises questions, especially in light of the work that he was contracted to do for the School District. For example, he provides a "business address" on his CV for the University of North Carolina at Charlotte ("UNC"). However, the CV shows that he was, at most, an Adjunct Instructor at UNC for "Reading and Elementary Education/Middle, Secondary, K12 Education." There is nothing suggesting that he was doing any work for UNC in the areas of race, equity or inclusion. The CV shows that he received his Ph.D. from UNC in 2019. His major was "Curriculum and Instruction (Urban Education emphasis)," and his dissertation title was "Intercultural Communication and Culturally Sustaining Pedagogy in the Classroom: An Interdisciplinary Approach to Pre-service Teacher Education." Neither his B.A. nor is M.S. were in the field of education. Only a year earlier, in 2019 he became the "Diversity and Inclusion Specialist" at the Mooresville Graded School District. This is not to say that Allen had no qualifications for the work he was contract to do for Southern Lehigh, but there is nothing compelling about his qualifications. This raises the question—why Allen? Why was Evison recommending that the School District contract with Allen?

The School Board had a public meeting on June 22, 2020. According to the minutes of that meeting, Allen was "present." Based on emails earlier in the day, it appears that his presence was via video conferencing. The minutes documented his presence as follows:

Others present

Susan Knoll, Attorney Kyle Somers (SSKW), David Diaz (SLEA), Elaine Lebo, Erik Malmberg, Marc Zimmerman, Dr. Joseph Allen (University of North Carolina)

(Emphasis added)

There is a question why there was a reference to UNC regarding Allen. He was not being hired in his capacity as an Adjunct Instructor at UNC. Further, he was working at Mooresville.

The approval of the contract with Allen was documented in the minutes as follows:

Motion to approve the Independent Contractor Agreement with Dr. Joseph Allen to provide diversity, inclusion and equity needs assessment, action planning and professional development. Funds from Federal Programs, Title II will cover these expenses.

Motion by Kathleen Parsons, second by Jennifer Smith.

Dr. Allen described his plan to include 40 individuals in the training as a starting point which begins with a needs assessment to assist in targeting the correct components of the training. Dr. Allen's 3-year action plan allows it to be part of the curriculum and staff becomes the informed liaisons to the community and district as awareness is built and then developed. Mr. Dimmig questioned the modules of this training that are being approved by the Board this evening. Information on modules for equity work will be shared with the Board regarding which modules will be implemented.

Final Resolution: Motion Carried

Yea: Anita Desai, Kyle Gangewere, Emily Gehman, William Lycett, Mary Ann Nord, Kathleen Parsons, Priya Sareen, Jennifer Smith

Nay: Jeffrey Dimmig

Although this motion documents that an “Independent Contractor Agreement” was approved, there is no such document—only Allen’s proposal. Just like the reference to UNC in connection with Allen was misleading, the reference to an “Independent Contractor Agreement” is misleading at best.

There is no evidence that the School Board knew of Evison’s solicitation of Allen’s assistance for her Capstone Project. No records or emails reviewed by Mr. Levin showed that any School Director was told or was copied on any communications showing that Evison was soliciting the assistance of Allen with regard to her Capstone Project.

In communications with Evison’s attorney, Rowe stated that “Dr. Evison kept the School Board apprised of the status of her Capstone Project concerning the implementation of professional development programs in school districts.” Via email on September 3, 2021, Mr. Levin inquired of the School Board whether Rowe’s assertion accurate. Some, but not all, School Directors recalled that Evison told them about her Capstone Project. The information recalled was inconsistent and did not detail the specific time or place when Evison provided the information. However, no School Director reported that he or she was aware that Allen was assisting Evison with her Capstone Project or that Evison had solicited Allen to assist with her Capstone Project.

On July 18, 2020, Evison wrote to Allen saying:

Hope you are doing well. I was able to meet with my advisor yesterday and discuss my project further. She feels the proposal you and I discussed is a good one and feels it will meet the criteria for the project. She also felt that given the amount of data likely to exist already, she would be comfortable proceeding with no new data gathering, but rather a case study analysis of what was already gathered. So, if you're comfortable with that, could you provide me a list of all the data sources available so that I can include in my proposal?

Allen responded the next day saying:

This is excellent news! I'm glad to hear she approved of the direction of your project. That being said, here are a few data sources that come to mind. Let me know if you think of anything else we might have that could be beneficial to your project. Once you get everything approved, I can drop data files into your project folder. All data will be de-identified. We just have to figure out how to cite the de-identified reports without naming the district in the reference list. Let me know if this list helps or if you need more info:

- academic data for the year(s) proceeding the implementation of the PD, broken down by demographic (this one is tricky because we formally assessed the program this past year - 2019-20 - and, of course, we have no academic data for the year yet, and will very likely not have usable data due to COVID. Just something to keep in mind about how useful academic data might be)

- discipline data for the year the PD was implemented, and/or proceeding year(s), broken down by demographic (this one should not be a problem. We have 2019-20 data, for as long as students were in school)

- Participant responses to pre-post survey used to assess PD program (the results of the analysis of this data are in the "case study write up" already in your folder)

- Any in-house data analysis/results we have regarding the PD program

- participant testimonials regarding the PO program

- PD program modules (PowerPoints, content breakdowns, readings, and assignments)

If you think anything else could be useful, let me know.

On August 5, 2020, Evison sent an email to Allen asking him for what she referred to as a "letter of commitment" that Allen is supporting the project regarding her capstone. She wrote in an email to Allen:

I am in the final stage of getting my proposal approved and need a letter of commitment from you that you are supporting this project. The examples are all very brief and simple so nothing too complicated! Most wording has been " Notification that Vanderbilt student xx is collaboration with

organization xx on final capstone. We've authorized use of data etc. and look forward to working..."

If you would be able to get me something really simple that can meet the requirement that would be awesome! It's attached electronically so an emailed version would be fine.

On August 6, Allen sent an email with a letter on Mooresville letterhead. The letter stated, in pertinent part, the following:

This letter is to acknowledge that Vanderbilt student Kathleen T. Evison is working in collaboration with Mooresville Graded School District in Mooresville, NC regarding her final Capstone Project. We have authorized her use of de-identified district data related to her project. We look forward to working with Kathleen, and are committed to assisting her in the completion of her capstone in any way we can.

Mr. Levin contacted Dr. Mauner to determine if the representations made in this letter by Allen were true. In an email received from counsel for Mooresville on August 27, 2021, it was stated that: (1) Mooresville was aware that Allen was contracting with the Southern Lehigh School District; (2) Mooresville did not believe that a conflict existed between Dr. Allen and Mooresville as a result of the contract; and (3) that the School Board at Mooresville would not have to approve the release of de-identified information by Allen to Evison. However, counsel stated:

MGSD did not consider itself working in collaboration with the Southern Lehigh District or its former Superintendent.

In addition, counsel for Mooresville advised that "MGSD did not receive anything from Evison regarding any of her research, the final Capstone Project or any other data from Southern Lehigh School District." In short, whatever Allen was doing to assist Evison with her Capstone Project, it did not inure to the benefit of Mooresville. The representation by Allen on Mooresville letterhead that "Evison is working in collaboration with Mooresville Graded School District" is troubling and not factual. More accurately, an employee of Mooresville in his individual capacity was assisting Evison; Mooresville did nothing to put its imprimatur on the arrangement. Recognizing that he was assisting Evison in his individual capacity and not as an employee or representative of Mooresville, Allen was using his personal email address when he assisted Evison regarding her Capstone Project.

In addition to sending the so-called "letter of commitment," on August 6, 2020, Allen submitted an invoice via email to Evison for \$4,000. The invoice was broken down into \$2,500 for the "Needs Assessment" and \$1,500 for the "Strategic Plan." Evison forwarded the invoice to the School District's business office for payment on August 25, 2020. Evison's instructions to the business office were as follows:

I'm attaching Joe's first invoice which we agreed would be funded through Title. [sic]

Henna - I'm also attaching the W - 9. If you could have your team set him up in our systems and make sure we have everything to proceed with payment I would appreciate it. Joe has been approved by the board to do a needs assessment and consultancy work on Diversity, Equity and Inclusion as an independent contractor.

On September 15, 2020 the School District paid Allen \$4,000 despite the fact that the Proposal did not require payment in advance of services. The payment was with federal money. Although the services were for the assessment and action plan, the expenditure was noted in a report of federal expenditures in a column entitled "PD Staff." It is Mr. Levin's opinion that this \$4,000 was not an expenditure that could be charged to Title II. However, Mr. Levin received a communication from the Pennsylvania Department of Education that it believed that the expenditure was properly charged to Title II.

Although Allen was solicited to assist Evison with her Capstone Project, oddly enough, there are virtually no emails between Evison and Allen addressing the Capstone Project again until mid-December 2020. On December 14, 2020, Evison sent an email to Allen asking him for help on her Capstone Project. She wrote:

Hope all is well with you. I have a meeting with my Capstone adviser this Thursday, so if you would be able to share the data files with me before then I would really appreciate it! I did forward the IRI3 document so hopefully we're good to go.

Allen responded the next day with his personal email—

I hope all is well! Yes, I am dropping materials and data as we speak. You will find all of the PD materials including PowerPoints, readings, etc. as well as the raw, de-identified data from the pre-post assessment. I am also dropping some literature that informed the PD. Once we have a chance to go through it together, it will all make sense. Let me know if you need anything else before Thursday.

Rowe summarized the assistance that Allen provided to Evison regarding her Capstone Project as follows:

Concerning the assistance given to Dr. Evison for her capstone, Dr. Allen provided copies of professional development modules used at Mooresville along with the results from surveys completed by Mooresville staff before and after completing the program. Dr. Evison met with Dr. Allen via Zoom

where Dr. Allen explained the program and how the data was collected and the tools used to design the professional development. Dr. Allen provided a “letter of support” to Vanderbilt that provided that Dr. Evison was using Mooresville de-identified district data for her capstone project.

The foregoing establishes the following unassailable facts:

1. Evison solicited Allen to assist her with her Capstone Project;
2. While soliciting Allen’s assistance for her Capstone Project, Evison negotiated a contract with Allen to provide services to the Southern Lehigh School District;
3. Evison recommended that the School Board enter into a contract with Allen;
4. Evison ensured that Allen was paid; and
5. Allen assisted Evison with her Capstone Project.

In addition to the foregoing, it was discovered that Evison had a District credit card and that she had the School District pay for her cap and gown for her doctorate. The cost was \$869.60. The transaction date was March 25, 2021. Evison did not dispute that she had the District pay for it. Instead, Evison’s attorney, Rowe, said: “Concerning the allegations related to Dr. Evison's cap and gown, the cap and gown was purchased and worn for Southern Lehigh's graduation. Dr. Evison did not attend her own graduation from Vanderbilt University.” Following additional questioning, Rowe stated that Evison took the cap and gown with her to England. It is Mr. Levin’s opinion that this purchase was clearly wrong and improper and that Evison should be made to reimburse the District.

Evison’s Conflict of Interest

Because federal funds were used to pay for Allen’s work, Evison should have removed herself from all aspects of the work—both under federal law and under School Board Policy. She should have removed herself: (a) from soliciting Allen to do work for Southern Lehigh; (b) from recommending that the School District contract with him; and (c) from being involved in the administration of the contract. Among other examples of her violations, she should not have sent Allen’s invoice to Shah for payment. She should have stayed out of it completely.

The federal regulations govern conflicts with the following provision:

(c)(1) The [School District] must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. **[1] No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial**

or other interest in or a tangible personal benefit from a firm considered for a contract. [2] The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

2 CFR §200.318 (Emphasis added)

Evison, in Mr. Levin's opinion, violated the two elements that numbered in red font. First, she participated in the selection, award, and administration of the contract with Allen when she had a conflict. Second, she both solicited and accepted Allen's assistance with regard to her Capstone Project.

The School Board adopted Policy 827 in order to comply with the federal requirements. The same concepts that are in 2 CFR §200.318 are repeated in Policy 827. Consequently, it is Mr. Levin's opinion that Evison violated Policy 827 as well.

In an effort to hear Evison's side of the story on this issue, Mr. Levin sent a letter with a number of questions to her. Regarding the alleged conflict and Policy 827, Mr. Levin posed the following questions:

The School District's policy 827 provides as follows: "The district maintains the following standards of conduct covering conflicts of interest and governing the actions of its employees and Board members engaged in the selection, award and administration of contracts. No employee or Board member may participate in the selection, award or administration of a contract supported by a federal award if s/he has a real or apparent conflict of interest as defined above, as well as any other circumstance in which the employee, Board member, any member of his/her immediate family, his/her business partner, or an organization which employs or is about to employ any of them, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract." Because Dr. Allen was assisting you with your Capstone Project, did you not have a "personal benefit" from him that would have disqualified you from being involved in the selection, award and administration of the contract with Dr. Allen? How do you respond?

Evison's counsel responded by letter dated August 30, 2021. Regarding the conflict issue, Catherine Rowe ("Rowe"), counsel for Evison, stated the following:

Dr. Evison had permission and support from the School Board to complete her doctoral program at Vanderbilt University pursuant to Section 5.B.(11) of her Employment Agreement. Vanderbilt University required that doctoral students conduct their capstone (the equivalent of a dissertation) on a school district outside of their own. Through connections with classmates at Vanderbilt, Dr. Evison was made aware of Mooresville Graded School District- a district located in North Carolina with demographics similar to those at Southern Lehigh. Mooresville also offers a professional development program, which was spearheaded by Dr. Joseph Allen, Diversity and Inclusion Specialist. Dr. Evison kept the School Board apprised of the status of her Capstone Project concerning the implementation of professional development programs in school districts.

In or around May or June of 2020, Dr. Evison met with the School Board in executive session where she and the School Board discussed diversity and inclusivity at Southern Lehigh. Dr. Evison told the School Board that she had met Dr. Allen through her Capstone Project and that he had led a successful diversity program at Mooresville. Dr. Evison did not receive any "financial or other interest in or a tangible personal benefit from" Dr. Allen's contract with the Southern Lehigh School District.

Rowe's letter does not deny that Allen assisted her with her Capstone Project. Instead, she stated that Evison did not receive any tangible personal benefit from "*Allen's contract* with the Southern Lehigh School District." (Emphasis added) However, the federal regulations and Policy 827 do not require that the benefit be from "the contract." On the contrary, the policy and federal regulations require that the "tangible personal benefit [be] from [the] firm considered for a contract." Simply stated, if Evison received any tangible personal benefit from Allen, the regulations and the Policy were violated. It is Mr. Levin's opinion that Dr. Allen's assistance with her Capstone Project is undeniably a "tangible personal benefit."

[END OF REPORT]

Exhibits A & B follow.

Below are my responses to the SLSD report entitled *Factual Matters Associated with Dr. Allen and His Work; The Relationship Between Dr. Allen and Dr. Evison*,

Passage: pg 2: Instead of simply asking Allen if he would assist her with her Capstone Project, she asked for assistance with her doctoral requirements and she offered to “partner” with him and to “contribute to [his] work.” She is arguably proposing a quid pro quo relationship from the start.

Response: This passage is misleading. The email referenced above indicates, in general, the parameters of Dr. Evison’s capstone project, which were to identify a problem of practice, complete data and lit review...identify an intervention, program of solution, along with a tool to evaluate...[then] present a final product that makes recommendations and provides tools and resources to [the] partner organizations.” As I understood it, and as this report references later, Dr. Evison was required to conduct her project in a school district other than her own. With this context, she would, be requirement of her project, need to “partner” with another school district to be able to identify the problem of practice they were facing, collect necessary data, and develop an intervention, program of solution, and evaluation tool. Additionally, as the email states, the project did require her to “make recommendations and provide tools and resources to [the] partner organization”, but did not require the organizations to use or employ her recommendations. Essentially, if in the process of analyzing our DEI program in Mooresville, had Dr. Evison provided a recommendation that might improve our programs and we in turn used them, it would have been “contributing to our work”. Note, the “our work” meant the district’s DEI work that she was to analyze as a part of her project, not my own work.

Passage: pg 3: As suggested by this email, Mauney was thinking in terms of Mooresville assisting Southern Lehigh. Such collaborative work and agreements for such collaborative work are beneficial and not nefarious. However, as reflected hereinafter, this was not a collaborative project between two school districts and neither Mauney nor Mooresville appear to have had any involvement in how the relationship between Allen and Evison evolved.

Response: Again, misleading. Dr. Mauney was responding to the email referenced above which clearly outlines the parameters of Dr. Evison’s capstone project. Furthermore, Dr. Evison’s request was to partner with, and learn from, us “while meeting [her] doctoral requirements”. Dr. Mauney would have been aware of this upon reading this email.

Passage: pg 3: Unlike Mauney who saw this as one school district collaborating with another school district, Evison makes it clear that the help she wants from Allen is to “support [her] in doing the capstone.”

Response: Again, misleading, for the same reason stated above

Passage: pg. 4: What started out with Evison’s request that Allen assist her with her Capstone Project for Vanderbilt, morphed into Allen doing work for Southern Lehigh by June 8, 2020, the date of the first or second telephone conversation between them.

EXHIBIT
A

Response: While there is nothing inaccurate or misleading about this statement, it does leave out a lot of critical information for context. Namely, the context of the phone conversations referenced. At this point, Dr. Evison and I worked out the details of her capstone project and the additional request to support her school district through DEI needs assessments and training via telephone. The details of those conversations would indicate that these two projects would always be separate initiatives that did not influence each other. I would assist her with the capstone project from the capacity of my professional role at Mooresville, since Mooresville was the subject of her project, and we had the blessing of Mooresville's superintendent. The work I was contracted to do for SLSD was done in the capacity of a consultant, researcher, and scholar, separate from my Mooresville role.

Passage: pg 6: There is no evidence reviewed by Mr. Levin that Evison knew the details of Allen's professional background (or lack thereof) until June 18, 2020, when Allen sent a copy of this CV to Evison. Allen's CV raises questions, especially in light of the work that he was contracted to do for the School District. For example, he provides a "business address" on his CV for the University of North Carolina at Charlotte ("UNC"). However, the CV shows that he was, at most, an Adjunct Instructor at UNC for "Reading and Elementary Education/Middle, Secondary, K12 Education." There is nothing suggesting that he was doing any work for UNC in the areas of race, equity or inclusion. The CV shows that he received his Ph.D. from UNC in 2019. His major was "Curriculum and Instruction (Urban Education emphasis)," and his dissertation title was "Intercultural Communication and Culturally Sustaining Pedagogy in the Classroom: An Interdisciplinary Approach to Pre-service Teacher Education." Neither his B.A. nor his M.S. were in the field of education. Only a year earlier, in 2019 he became the "Diversity and Inclusion Specialist" at the Mooresville Graded School District. This is not to say that Allen had no qualifications for the work he was contracted to do for Southern Lehigh, but there is nothing compelling about his qualifications. This raises the question why Allen? Why was Evison recommending that the School District contract with Allen?

Response: Again, misleading. I am concerned that this passage implies that I engaged in fraudulent representation of my scholarship, credentials, and/or expertise. First, my CV used the University of North Carolina as a business address, because, as the report suggests, I was a member of the adjunct faculty. Additionally, the UNCC address was used because all of the research, scholarship, conference presentations/proceedings, and publications listed on my CV were completed under affiliation with UNCC. All of my research had to be approved by UNCC's IRB board. Furthermore, this would further evidence that I was conducting this work for SLSD as a consultant/researcher/scholar and NOT as a representative of Mooresville, indicating a separation of this work from Dr. Evison's capstone project.

Mr. Levin also does not seem to be aware of the course of study for the UNCC Ph.D. in Curriculum and Instruction: Urban Education, or he would understand how and why my studies, dissertation, and associated research were relevant to the work SLSD hired me to do. Finally, the CV, which is a document that usually only illustrates scholarship and research, did not include my professional resume, which would have illustrated employment and work in public education (usually with a DEI focus, or working with marginalized groups) dating back more than 10 years. His argument that there is nothing "compelling" about my qualifications indicates that he did not do thorough research.

Passage: pg 6: There is a question why there was a reference to UNC regarding Allen. He was not being hired in his capacity as an Adjunct Instructor at UNC. Further, he was working at Mooresville.

Response: Again, misleading. There is no question. I was being hired as a consultant, separate from my work at Mooresville. Because the consultancy was based on my scholarship, and all of my scholarship was conducted in affiliation with UNCC, that is why UNCC was referenced. I was not there, nor did I complete any of the work I was contracted to do, as a representative of Mooresville.

Passage: pg 6: Although this motion documents that an “Independent Contractor Agreement” was approved, there is no such document—only Allen’s proposal. Just like the reference to UNC in connection with Allen was misleading, the reference to an “Independent Contractor Agreement” is misleading at best.

Response: This passage is concerning. Once again, the reference to my connection with UNCC is not misleading at all. Additionally, the responsibility to produce the necessary documentation (i.e. a contract) would fall on SLSD, not on me. I submitted a proposal. That is all I was asked to submit. The board’s vote to approve the work included in the proposal, in a publically stated meeting, indicated that my services had been officially procured. In either case, this passage only mentions my name, and implies I had something to do with the lack of a contract, or any misleading behavior.

Passage: pg 8: In addition, counsel for Mooresville advised that “MGSD did not receive anything from Evison regarding any of her research, the final Capstone Project or any other data from Southern Lehigh School District.” In short, whatever Allen was doing to assist Evison with her Capstone Project, it did not inure to the benefit of Mooresville. The representation by Allen on Mooresville letterhead that “Evison is working in collaboration with Mooresville Graded School District” is troubling and not factual. More accurately, an employee of Mooresville in his individual capacity was assisting Evison; Mooresville did nothing to put its imprimatur on the arrangement. Recognizing that he was assisting Evison in his individual capacity and not as an employee or representative of Mooresville, Allen was using his personal email address when he assisted Evison regarding her Capstone Project.

Response: Misleading. First, none of us at Mooresville saw Dr. Evison’s final product for her capstone, nor was she required to provide it. Second, there was no direct benefit to Mooresville because, as Evison’s email on pg. 7 (July 18, 2020) indicates, the scope of her project shifted. Because she was not able to come down to North Carolina in person, coupled with many other variables associated with COVID, Dr. Evison requested that her capstone be a case study analysis of the DEI professional development programs we were conducting in Mooresville. While this was always the focus of her project, she was no longer required to “make recommendations and provide tools and resources to [the] partner organization”, so there was nothing she had to turn in to us. The statement that I provided, “Evison is working in collaboration with Mooresville Graded School District” on Mooresville letter head is INDEED factual, because the project was an analysis of our DEI professional development programs, and the impact it had on Mooresville teachers. She was analyzing districtwide work that was facilitated and managed through my office at Mooresville. Finally, I switched all communication with Dr. Evison over to my personal email because I did not want there to be a conflict of interest on my part by discussing independent consultant services via Mooresville communication lines should Dr. Evison ever reference both projects (her capstone and the work I was doing for SLSD) in the same communication.

Passage: pg 8: On September 15, 2020 the School District paid Allen \$4,000 despite the fact that the Proposal did not require payment in advance of services. The payment was with federal money. Although the services were for the assessment and action plan, the expenditure was noted in a report of federal expenditures in a column entitled “PD Staff.” It is Mr. Levin’s opinion that this \$4,000 was not an expenditure that could be charged to Title II. However, Mr. Levin received a communication from the

Pennsylvania Department of Education that it believed that the expenditure was properly charged to Title II.

Response: It should be noted and emphasized that I did not ask for the full payment up front. In fact, I recall coming to an agreement with Dr. Evison that SLSD could pay half (\$2,000) as a deposit, and the remaining balance when the work was complete. I was surprised to receive the check for the full amount.

Passage: pg 8: Although Allen was solicited to assist Evison with her Capstone Project, oddly enough, there are virtually no emails between Evison and Allen addressing the Capstone Project again until mid-December 2020. On December 14, 2020, Evison sent an email to Allen asking him for help on her Capstone Project.

Response: This is not uncommon. Dissertations, theses, and capstones can take months to go through the whole process before completion. A year is average for dissertations. This passage seems very biased.

Passage: pg. 8: Allen responded the next day with his personal [REDACTED] saying:

Response: This is the SINGLE most troubling passage in this entire document. Of all of the correspondence listed in this report, why is my personal contact information the only information they seek to publish and make public. I vehemently object to my personal contact information being published in this report. Given the political and social climate of our country, not to mention the sheer vitriol displayed by Southern Lehigh citizens at school board meeting (as described to me by both Dr. Evison and Michael Mahon, current superintendent of SLSD, via telephone calls), any publication of my contact information (telephone number, address, email address, etc.), or any information that could be USED to find my contact information, would absolutely put me and my family in jeopardy. I truly fear for my personal safety, and that of my family and known associates, if private citizens gain access to my private contact information. I have already had one Southern Lehigh citizen harass me via my UNCC email (though I recognize that my UNCC contact information was a matter of public record). However, that one instance alone is an indicator of what to expect, at a minimum, should my personal contact information be published.

While it is clear that the focus of this report, and Mr. Levin's efforts, is to build a case against Dr. Evison for conflict of interest, and not against me for any alleged wrong doing, I am concerned that the biased way this report is written, the publication of my personal contact information, and the implications that I was complicit in any alleged wrongdoing perpetuated by Dr. Evison has clear negative implications for me professionally, academically, and in terms of my personal safety and that of my family. It is clear that Mr. Levin lacks certain context, understanding, and, in some cases, straight facts in his interpretation of the relationship between Dr. Evison and I, and the nature of her capstone project. That being said, I would like to demand the full redaction of any and all of my personal contact information, or any information that could lead or enable private citizens to contact me, my family, or known associates directly.

Dr. Joseph Allen

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February 28, 2022

Via Email: mlevin@levinlegalgroup.com

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1301 Masons Mill Business Park
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**RE: Dr. Kathleen Evison
Southern Lehigh School District
School District Public Statement**

Dear Mr. Levin:

You and your client provided us with a copy of a document purporting to contain information your client intends to make public. The document appears to include selected representations of a full report prepared by you that you did not provide to us.

Publishing of this information will be done at your client's own risk.

Very truly yours,


Catherine E. Rowe

CER/nll
cc: Dr. Evison (via email)

EXHIBIT

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