

SOUTHERN LEHIGH SCHOOL DISTRICT

**DIRECTOR OF BUSINESS SERVICES
EMPLOYMENT AGREEMENT**

This Agreement, made effective as of the 1st day of **July, 2014** 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 **JEREMY G. MELBER**, currently residing at 5288 Spring Ridge Drive East, Macungie, Pennsylvania, 18062 (Director of Business Services) (collectively "the Parties").

WITNESSETH

WHEREAS, the School District seeks to hire the Director of Business Services;
and

WHEREAS, the Director of Business Services seeks to be employed by the School District.

NOW THEREFORE, the Parties agree as follows:

1. Job Duties. The Director of Business Services shall be responsible for the adequate and efficient organization and conduct of the District's Business-related affairs, 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 Director of Business Services shall keep the Board of School Directors and Superintendent informed about the District's Business-related

affairs. The duties of the Director of Business Services 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 Director of Business Services 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 Director of Business Services 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 Director of Business Services may 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 at the sole discretion of the Board.

3. Duration. The Director of Business Services' employment under this Agreement shall commence as of July 1, 2014, and shall expire on June 30, 2017 (the "expiration date"), unless terminated pursuant to Section 13 of this Agreement. At its expiration date, this Agreement shall automatically renew for 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 Director of Business Services 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 the Director of Business Services' promises, regardless of duration of employment.
5. Salary. The District agrees to pay the Director of Business Services for the first year of the term of this Agreement an annual salary of One Hundred and Seventeen Thousand, Eight Hundred Seventy-Five Dollars (\$117,875.00), 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 Director of Business Services 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, 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 Director of Business Services 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. Tuition Reimbursement.

Eligibility

All coursework, graduate or otherwise, must be judged by the Superintendent and the School Board to be applicable to the full-time Director of Business Services' current job responsibilities, taken through an approved institution and be pre-approved by the Superintendent and the Board to be eligible for reimbursement. Tuition reimbursement for all graduate study or coursework at any level is also subject to the same conditions, as well as Superintendent and Board pre-approval.

Reimbursement shall be made following the submission of proof of completion of all coursework with a grade of "B" or better, and proof of tuition payment.

Tuition Refund Dollars and Penalties

The Director of Business Services, if he has received benefits under this section and voluntarily leaves the District's employment without one calendar year's active service following the end of a course or courses he or she shall be liable to repay all tuition he or she has been reimbursed from the District for that previous 12 month period of course(s). Should the Director voluntarily leave the active service of the District after one year following the end of the course or courses , but less than two years following the end of a course or courses shall be liable to repay 66% of tuition he or she has received from the district for that previous 13-24 month period course(s). Should the Director voluntarily leave the active service of the District after two years following the end of the course or courses, but less than three years following the end of the course or courses shall be liable to repay 33% of tuition he or she has received for that previous 25-36 month period course(s).

The Superintendent may consider the suspension of this section in cases involving extenuating circumstances. The Superintendent's decision is final and binding upon all parties and is not precedent-setting.

Tuition Rate per Credit

Approved tuition reimbursement for the Director of Business Services shall be provided up to the rate of \$800 per credit, or cost per credit, whichever is the lesser. If the Board requests the Director of Business Services to take a course

or courses, the Board shall reimburse the Director of Business Services for the full cost of the tuition.

8. Professional Memberships. The District shall pay for the Director of Business Services' 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 Director of Business Services by the School District.

9. Equipment. The School District shall provide to the Director of Business Services 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 Director of Business Services, shall remain the sole property of the School District. The Director of Business Services 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 Director of Business Services 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.

10. Travel Expenses. Travel relevant to the Director of Business Services' position and duties will be reimbursed at the prevailing rate set by the Internal Revenue Service.

11. Income Protection. If the Director of Business Services 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 Director of Business Services' accumulated sick leave, the Director of Business Services 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 Director of Business Services acknowledges and agrees that in the case of absence, including Income Protection, the Director of Business Services must satisfy all required application processes, School District policies, and applicable leave-stacking requirements.

12. Term Life Insurance. The Director of Business Services 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.

13. 403(b) Contributions. The District will provide matching contributions to the Director of Business Services' 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 Director of Business Services' base salary.

14. Termination. The Agreement may be terminated only by:

- Written resignation of the Director of Business Services 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.

15. Hold Harmless. The Board shall defend, hold harmless, and indemnify the Director of Business Services from any and all demands, claims, suits, actions and legal proceedings brought against the Director of Business Services in his official capacity as an agent and employee of the District.

16. 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.

- 17. 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:

JEREMY G. MELBER

Signature

Director of Business Services

Date