

## **SOUTHERN LEHIGH SCHOOL DISTRICT CONTRACT FOR EMPLOYMENT OF CONSULTANT**

**THIS CONTRACT** is made and entered this 12th day of September, 2016, by and between the **Board of School Directors of the Southern Lehigh School District** with offices located in Pennsylvania (hereinafter referred to as "District" or "Board" or "Board of School Directors") and **Kathleen T. Evison** (hereinafter referred to as "Consultant" or "Ms. Evison").

**WHEREAS**, the Board of School Directors of the District, at a regularly scheduled meeting, duly and properly called on the 12th day of September, 2016, did appoint to the position of Consultant in accordance with the provisions of the Commonwealth of Pennsylvania's Public School Code of 1949, as amended (hereinafter referred to as "Public School Code"); and

**WHEREAS**, the parties have agreed upon certain terms and conditions of employment and desire to reduce said terms and conditions to writing;

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

### **1. Term.**

The Board, in consideration of the promises herein contained, has employed Kathleen T. Evison and Ms. Evison hereby accepts said employment as Consultant of the Southern Lehigh School District for a term from her appointment, which is effective September 27th, 2016 and ending on October 21<sup>st</sup>, 2016 ("Term").

This Contract shall terminate immediately upon the

expiration of the aforesaid Term.

## **2. Authority of District and Consultant**

The District, on its own behalf and on behalf of the electors of the District hereby retains and reserves all power, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the Commonwealth of Pennsylvania save for any power, rights, authority, duties and responsibilities limited by the express terms of this Contract.

## **3. Professional Qualifications.**

The District Consultant covenants that she possesses all of the qualifications that are required to serve as the Consultant in the Commonwealth of Pennsylvania and that she will maintain the same throughout the Term of this Contract.

## **4. Duties and Responsibilities.**

- A. During the Term of this Contract the Consultant agrees to serve and to perform the duties of Consultant to the best of her abilities in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania and the provisions of this Contract.
- B. The Consultant shall be responsible for assisting the Superintendent in the total day-to-day administration of the District subject to officially adopted policies of the Board.
- C. The Consultant agrees to devote her time, attention, energies, skills and labor to her employment as Consultant during the term of this Contract provided.

D. The duties of the Consultant require her participation in professional associations and presence at numerous meetings, conventions, and conferences in order to maintain awareness of current issues, programs and information. The Consultant's attendance at seminars, workshops, in-service programs, school activities, and graduate education programs is necessary to maintain the knowledge and skills required of her position. The District considers reasonable expenses involved in such activities to be directly related to the Consultant's duties and appropriate for reimbursement. In addition, the District shall pay the costs of the Consultant's membership dues and fees in at least three professional associations and one local service club. The District considers such memberships to be directly related to the Consultant's duties and shall be paid for or reimbursed by the District.

## **5. Compensation – Salary and Benefits**

**A. Salary.** In consideration of the Consultant's agreement to perform her duties to the best of her ability, the Board of School Directors and Consultant agree to the following:

(1) Effective upon appointment, the annual salary of the Consultant shall be the amount of ONE HUNDRED FORTY THOUSAND and 00/100 dollars (\$140,000), pro-rated.

(2) The established annual salary shall be paid in equal installments in accordance with the policy or agreement governing other twelve (12) month administrators in the District, unless otherwise agreed to in writing by the Board and the Consultant.

**B. Benefits.** In addition to salary, as set forth herein,

the District shall provide the Consultant with the following benefits:

(1) Vacation Leave and Holidays

The Consultant shall not receive any days of vacation leave for the duration of this Contract.

The Consultant shall receive no school holidays available to twelve-month administrative employees covered under the District's administrative compensation plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164) ("District Administrator Compensation Plan").

(2) Emergency Leave

The Consultant will be entitled to two days of paid emergency leave upon appointment. Emergency days do not accumulate from year to year. An Emergency is defined as a personal/family event which is uncontrolled and unplanned by the Consultant and which requires the immediate attention of the Consultant. The Consultant should notify the Board President or other designated Board member for approval of the Emergency leave as soon as the Consultant is reasonably available.

(3) Bereavement Leave

The Consultant shall be entitled to up to five (5) days of paid bereavement leave because of a death in the Consultant's immediate family. "Immediate family" is defined as father, mother, brother, sister, spouse, son, daughter, parent-in-law, grandparent, grandchild, or anyone residing in the same household in which the Consultant lives, or any step-relative corresponding to those immediate family members named above.

The Consultant shall be entitled to two (2) days of paid

bereavement leave because of a death of a "near relative". "Near relative" is defined as first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, sister-in-law or grandparent-in-law. The Consultant may use additional days of sick leave for bereavement, in her sole discretion.

#### (4) Jury Duty and Court Appearances

The Consultant shall be permitted to attend, without loss of pay or benefits, jury duty and court and other appearances for any proceeding in which she is subpoenaed to appear.

#### (5) Life Insurance

The District shall obtain and pay the full cost of the premiums for the purchase of a term life insurance policy with a benefit amount equal to two (2) times the Consultant's annual salary, rounded to the next highest thousand dollar amount. The Consultant shall have the sole right to determine the beneficiary of such policy.

#### (6) Disability Insurance

The District shall obtain and pay the full cost of the premiums for the purchase of a disability income protection insurance policy for the Consultant, which policy shall provide monthly disability income to the Consultant in an amount equal to sixty-six and two-thirds percent (66 2/3%) of the Consultant's gross monthly salary (up to a maximum limit of no more than \$10,000/month). The policy shall entitle the Consultant's disability payments to begin ninety-one (91) days from the last day worked and continuing until age sixty-five (65), if still disabled at that time.

#### (7) Medical Insurance

The District shall provide the Consultant, her spouse, if

applicable, and eligible dependents as defined in the named Plans a choice of the Lehigh County School Consortium Plans (PPO 4, PPO 6 or PPO 7) or their equivalents. The Consultant shall have the right, at her sole discretion, to select her medical insurance coverage from the plans coverage offered by the District to any District employee.

#### (8) Liability Insurance

The District shall provide and pay the full cost of legal liability and general liability insurance coverage that provides the Consultant coverage for acts and omissions undertaken in the course and scope of her employment with the District.

#### (9) Professional Associations

The District shall pay the full cost of the Consultant's annual membership and participation in up to three professional associations. The District recognizes the obligation to professional growth and development provided by these affiliations and encourages and permits the Consultant to participate actively. The District and Consultant may mutually agree to change, add to, or delete the professional association memberships covered by this paragraph, and any such change shall be in writing and approved by the Board.

#### (10) Meetings, Conventions and Conferences

The duties of the Consultant require her presence at meetings, conventions, and conferences in order that she can maintain awareness of current education-related issues and information. The Consultant shall have the right to attend regional, state and national meetings, conventions and conferences for the purpose of professional development upon pre-approval of the Board President. The District considers the expenses involved in such activities to

be directly related to her duties and appropriate for reimbursement.

The Consultant shall be reimbursed for all costs associated with such meetings, conventions and conferences including registration, travel, food and lodging in accordance with District policies and procedures applicable to other District professional employees.

#### (11) Tax-Deferred Account

The District will provide matching employer contributions to the Consultant's 403(b) account at a rate of fifty cents of employer contribution per dollar of employee contribution, not to exceed a maximum employer contribution of 2% of the Consultant's base salary. The parties agree that such contributions are not compensation for purposes of the Pennsylvania Public School Employees' Retirement System ("PSERS") retirement and, therefore, neither an employee nor an employer contribution is due on the payments, nor are the payments includable in calculating PSERS benefits.

#### (12) Expense and Mileage Reimbursement

The District shall fully reimburse the Consultant for all reasonable expenses incurred by the Consultant in the discharge of her duties, upon proper documentation, in accordance with district policy and procedures. The district shall also reimburse the Consultant for mileage associated with use of her private vehicle in the performance of Consultant's duties which reimbursement shall be based on the then – current mileage allowance as established by the Internal Revenue Service ("IRS"), as the same may be changed or modified from time to time by the IRS.

#### (13) Cell Phone and Personal Computer

The District will provide Consultant with a personal computer and cellular telephone, which shall remain the property of the District and is subject to a user policy/guideline developed by the District, for the use of the Consultant in performing her duties under this contract. The District acknowledges, however, that Consultant may utilize her personal computer and cellular phone for personal reasons.

(14) Other Benefits

- (A) The District Consultant shall be entitled to any and all benefits required by the Public School Code to be paid for or provided.

**6. Professional Liability.**

The Board agrees that it will defend, hold harmless and indemnify the Consultant from any and all demands, claims, suits, actions and legal proceedings brought against the Consultant in her individual capacity or in her official capacity as agent and employee of the Board, provided the incident arose while District Superintendent was acting, or reasonably believed she was acting, within the scope of her employment and provided that such liability coverage is within the authority of the Board to provide under state law. The obligation of the District to defend, hold harmless, and indemnify the Consultant as set forth above shall apply even if the lawsuit in question occurs after the Consultant retires or otherwise leaves the position of Consultant, provided the events which gave rise to the lawsuit arose while the Consultant was acting, or reasonably believed she was acting, within the scope of



her employment as Consultant.

## **7. Termination.**

This Contract may be terminated prior to the end of the Term of this Contract as follows:

- A. The Consultant shall be subject to discharge and termination of this Contract for valid and just cause for the reasons specified in Section 1080 of the Public School Code. The Consultant shall in any event have the right to written charges, notice of hearing, fair and impartial hearing, all elements of due process, and the right to appeal to a court of competent jurisdiction. At any such hearing before the Board, the Consultant shall have the right to be present and to be heard, to be represented by counsel, and to present evidence, through witnesses, testimony, and documentation relevant to the issue. A transcript of the record of proceedings before the Board shall be made available without charge to the Consultant. The Consultant shall have the right to be represented by counsel at her sole cost and expense.
- B. This Contract may be unilaterally terminated without penalty by the resignation of the Consultant at any time.
- C. This Contract may be terminated by the mutual consent, in writing, of the Consultant and the Board.
- D. This Contract shall be terminated upon the death of the Consultant, at which time, the District shall pay to the Consultant's estate and/or heirs all of the aggregate compensation, salary, and benefits the Consultant earned, accrued and/or is entitled to under this Contract through the date of the Consultant's death.

## **8. Modification.**

This Contract shall not be amended, changed or modified, except in writing approved of and signed by the Consultant and approved of by the Board and signed by a duly authorized officer(s) of the Board.

## **9. Savings.**

Should any provision of this Contract be declared illegal or unenforceable by a court of competent jurisdiction, said provision shall be deleted from this Contract to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Contract if not affected by the deleted provision. If at any time thereafter such provision shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

## **10. Obligations.**

This Contract shall be binding upon and shall inure to the benefit of District and its duly authorized representatives and successors. This Contract shall be binding upon and shall inure to the benefit of the Consultant and, to the extent applicable, her personal representatives and heirs.

## **11. Statutory Reference.**

All references to the Public School Code contained herein shall also refer to and incorporate any amendment or recodification of the Public School Code.

## **12. Applicable Law.**

This Contract shall be governed and construed in

accordance with the laws of the Commonwealth of Pennsylvania.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the parties have caused this Contract to be duly executed the day and year first written above.

**SOUTHERN LEHIGH SCHOOL DISTRICT:**

**By:** \_\_\_\_\_  
**President, Board of School Directors**                      **Date**

**ATTEST:** \_\_\_\_\_  
**Secretary, Board of School Directors**                      **Date**

**Kathleen Evison:**

**By:** \_\_\_\_\_  
**Kathleen T. Evison, Consultant**                                      **Date**