

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

**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 "District Superintendent" 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 office of District Superintendent in accordance with the provisions of Sections 508, 1071, 1073 and 1073.1 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 District Superintendent of the Southern Lehigh School District for a term commencing on October 22, 2016 and ending on June 30, 2020 ("Term").

This Contract shall terminate immediately upon the expiration of the aforesaid Term unless the Contract is sooner modified or terminated in accordance with this Contract or allowed to renew automatically in accordance with Section 1073(b) of the Public School Code or this Contract.

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

The District, on its own behalf and on behalf of the electors of the District, and District Superintendent hereby retain and reserve all power, rights, authority, duties and responsibilities conferred upon and invested in it and in her, respectively, 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 Superintendent covenants that she possesses all of the qualifications that are required by law to serve as the District Superintendent in the Commonwealth of Pennsylvania and that she will maintain the same throughout the Term of this Contract.

The District Superintendent further agrees to subscribe to and take the oath of office before entering upon her duties, in accordance with Section 1004 of the Public School Code.

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

- A. During the Term of this Contract the District Superintendent agrees to serve as Chief Administrator of the District and to perform the duties of the District Superintendent to the best of her abilities in a competent and professional manner in accordance with

the laws of the Commonwealth of Pennsylvania, the District's Job Description for the position of District Superintendent (attached and incorporated into this Contract as Appendix A), and the provisions of this Contract.

- B. The District Superintendent shall be responsible for the total day-to-day administration of the District subject to officially adopted policies of the Board.
- C. The District Superintendent shall have a seat on the Board of School Directors and the right to speak on all issues before the Board but shall not have the right to vote. The District Superintendent and/or her designee shall have the right to attend all meetings of the Board and all committee meetings thereof, excepting those relating to the District Superintendent's own employment. The Board and its members individually shall promptly refer criticisms, complaints and suggestions called to its attention to the District Superintendent for study, disposition, or recommendation as appropriate.
- D. The District Superintendent agrees to devote her time, attention, energies, skills and labor to her employment as District Superintendent during the term of this Contract provided, however, that she may undertake, and be compensated for, outside work, including consultative work, speaking engagements, writing, lecturing, adjunct teaching, or other professional services which do not interfere with the District Superintendent's obligations pursuant to this Contract, provided the Board is informed of, and pre-approves, such outside work. If the Board reasonably determines that any outside work of the District Superintendent is

substantially interfering with the District Superintendent's performance of her duties as District Superintendent pursuant to this Contract, the Board shall so notify her and the District Superintendent will stop.

- E. The duties of the District Superintendent 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 District Superintendent'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 District Superintendent's duties and appropriate for reimbursement. In addition, the District shall pay the costs of the District Superintendent'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 District Superintendent's duties and shall be paid for or reimbursed by the District.

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

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

- (1) Effective upon appointment, the annual salary of the District Superintendent shall be the amount of ONE HUNDRED FORTY THOUSAND and 00/100 dollars

(\$140,000), pro-rated.

(2) The Board may provide additional increases to the District Superintendent's salary in its discretion throughout the life of this Contract, unless the District Superintendent's performance is rated as "unsatisfactory" on her annual performance assessment for the prior school year, in accordance with the provisions of this Contract.

(3) 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 District Superintendent.

(4) The Board hereby retains the right to increase the salary of the District Superintendent at any time during the Term of this Contract. However, the Board shall not decrease the District Superintendent's salary at any time during the term of this Contract, or through any amendment or extension of this Contract, unless agreed to in writing by the District Superintendent.

(5) The District in so adjusting the District Superintendent's salary shall not be considered to have entered into a new contract with the District Superintendent or to have extended the termination date of this Contract.

**B. Benefits.** In addition to salary, as set forth herein, the District shall provide the District Superintendent with the following benefits:

(1) Vacation Leave and Holidays

The District Superintendent shall receive 20 days of paid vacation leave, which shall be pro-rated and credited in full upon her appointment. Twenty additional paid vacation days

will be credited in full on July 1<sup>st</sup> of each subsequent year of this Contract. The unused portion of such allowance of vacation leave shall accrue from year to year, provided that the District Superintendent shall not carry over more than ten (10) unused days of vacation leave into a subsequent school year.

The District shall pay the District Superintendent for unused days of vacation leave at the time this Contract is terminated for any reason, whether voluntarily or involuntarily, at which time the District shall pay the District Superintendent her then-current per diem rate of pay for each day of unused vacation leave, up to a maximum payment for forty (40) days of unused vacation leave.

The District shall make such payments for unused vacation leave to the District Superintendent for unused vacation leave as a non-elective contribution to the District Superintendent's Section 403(b) account. This non-elective contribution shall be subject to an amount up to or equal to the limits established by law for such accounts. If the compensation limits established for such accounts are exceeded, the District shall cause to be contributed as a non-elective contribution to one or more tax-deferred accounts in an amount up to and equal to the established limits for such contributions in each subsequent year for a period of not more than five (5) years or until the benefit amount is exhausted.

In addition, the District Superintendent shall receive all paid 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) Sick Leave

The District Superintendent shall be credited upon appointment with up to and including 60 days of her unused sick leave accrued during her previous employment.

In addition, the District Superintendent shall receive 12 days of paid sick leave pro-rated for the period from October 22, 2016 through June 30<sup>th</sup>, 2017, and 12 days of paid sick leave per year thereafter, granted on each subsequent July 1 of this Contract. In addition, the unused portion of such allowance of sick leave shall accrue from year to year without limit as specified below.

The District shall pay the District Superintendent for unused days of sick leave following termination of this Contract upon approval by the Board of a letter of retirement or resignation, at which time the District shall pay the District Superintendent for unused sick leave at the rate set forth in the District's Administrative Compensation Plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164) for each day of unused sick leave. At the time of Ms. Evison's appointment, that amount is \$43.00 per day.

The District Superintendent may use days of sick leave to care for members of her "immediate family" which is defined as father, mother, husband, wife, son, daughter, or any near relative who resides in the same household, or any person with which the Superintendent has made her home. Sick days used for members of her "immediate family" will be deducted from her allocated sick leave. Once these days are carried over into a new school year, they may only be used as employee sick days.

## (3) Personal Leave

The District Superintendent shall receive four (4) days of

pro-rated paid personal leave upon appointment, and four (4) days of paid personal leave each subsequent July 1 of this Contract. In addition, the unused portion of such allowance of personal leave shall accrue from year to year; provided that the total number of personal days that may accrue shall not exceed five (5) days. Any personal leave accumulated on June 30<sup>th</sup> of each year of this Contract in excess of five (5) days shall be converted to days of sick leave.

In addition, when this Contract is terminated for any reason, whether voluntarily or involuntarily, the District shall pay the District Superintendent her then-current per diem rate of pay for each day of unused personal leave up to a maximum payment for five (5) days of unused personal leave.

#### (4) Emergency Leave

The District Superintendent will be entitled to two days of paid emergency leave upon appointment, and two days of paid emergency leave per subsequent school year. 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 District Superintendent and which requires the immediate attention of the District Superintendent. The District Superintendent should notify the Board President or other designated Board member for approval of the Emergency leave as soon as the District Superintendent is reasonably available.

#### (5) Bereavement Leave

The District Superintendent shall be entitled to up to five (5) days of paid bereavement leave because of a death in the District Superintendent'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 District Superintendent lives, or any step-relative corresponding to those immediate family members named above.

The District Superintendent 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 District Superintendent may use additional days of sick leave for bereavement, in her sole discretion.

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

The District Superintendent 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.

#### (7) 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 District Superintendent's annual salary, rounded to the next highest thousand dollar amount. The District Superintendent shall have the sole right to determine the beneficiary of such policy.

#### (8) 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 District Superintendent, which policy shall provide monthly disability income to the District Superintendent in an amount equal to sixty-six and two-

thirds percent (66 2/3%) of the District Superintendent's gross monthly salary (up to a maximum limit of no more than \$10,000/month). The policy shall entitle the District Superintendent 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.

#### **(9) Medical Insurance**

The District shall provide the District Superintendent, her spouse, 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 District Superintendent 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.

Upon the District Superintendent's retirement from the District and application for PSERS benefits, the District shall continue to provide the District Superintendent and her spouse with medical insurance benefits at least comparable to those medical insurance benefits provided to then-current District administrators under the same terms, conditions and premium share payment as provided under the District's administrator compensation plan adopted pursuant to Section 1164 of the Public School Code(24 P.S. 11-1164), until the District Superintendent reaches the age of 65 or the age in which the District Superintendent becomes eligible for Medicare, whichever is later.

#### **(10) Liability Insurance**

The District shall provide and pay the full cost of legal liability and general liability insurance coverage that provides the District Superintendent coverage for acts and omissions

undertaken in the course and scope of her employment with the District.

#### **(11) Graduate Courses, Professional Development and Continuing Education**

The District shall pay the full cost of tuition and associated fees and books for all 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. 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.

The District shall pay the full enrollment cost and/or tuition and fees for all professional development courses and continuing education courses taken by the District Superintendent during this Contract; provided that such courses or programs are approved in advance by the Board and subject to repayment by the District Superintendent for any course in which the District Superintendent fails to receive a final passing grade or otherwise successfully complete.

#### **(12) Professional Associations**

The District shall pay the full cost of the District Superintendent'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 District Superintendent to participate actively. The

District and District Superintendent 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.

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

The duties of the District Superintendent require her presence at meetings, conventions, and conferences in order that she can maintain awareness of current education-related issues and information. The District Superintendent 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 District Superintendent 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.

#### (14) Tax-Deferred Account

The District will provide matching employer contributions to the Superintendent'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 Superintendent'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.

#### (15) Expense and Mileage Reimbursement

The District shall fully reimburse the District Superintendent for all reasonable expenses incurred by the District Superintendent in the discharge of her duties, upon proper documentation, in accordance with district policy and procedures. The district shall also reimburse the District Superintendent for mileage associated with use of her private vehicle in the performance of District Superintendent'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. In addition, the Superintendent shall be reimbursed One Hundred Twenty-five (\$125) per month, without the necessity of submitting written itemizations and accounting, for travel incurred by the Superintendent within the School District

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

The District will provide District Superintendent 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 Superintendent in performing her duties under this contract. The District acknowledges, however, that District Superintendent may utilize her personal computer and cellular phone for personal reasons.

#### (17) Other Benefits

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

all benefits and incentives provided to any other District employee, including but not limited to all benefits and incentives specified in the District's administrative compensation plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164), even though such benefits are not enumerated in this Contract. Any increase or improvement in benefits and incentives extended to District employees during the Term of this Contract will also be extended to the District Superintendent and become part of this Contract. Any decrease or reduction in benefits or incentives to District employees that affect this Contract will not reduce the benefits and incentives provided to the District Superintendent during the term of this Contract but may be discussed upon any Contract renewal. Nothing contained herein shall preclude the District from providing additional benefits and incentives to the District Superintendent as may be agreed to by the parties.

## **6. Assessment of Performance.**

A. The Board shall provide the District Superintendent with periodic opportunities to discuss the District Superintendent-Board relationship and shall inform her in writing at least annually of any inadequacies perceived by the Board. The Board shall evaluate, in writing, the performance of District Superintendent at least once a year during the term of this Contract, no later than June 30<sup>th</sup> of each year, unless the parties mutually agree in writing on another date for the annual evaluation. The annual performance assessment shall be conducted in an executive session limited to members of the Board of School Directors and the District Superintendent. An evaluation instrument and

method mutually agreed upon in writing by the Board and the District Superintendent shall be utilized for the annual performance assessment. In the event the Board determines that the performance of the District Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to the District Superintendent. The District Superintendent shall have the right to make a written response to the evaluation. The Board's evaluations and the District Superintendent's response(s) shall be totally private and in no manner become public knowledge either through verbal or written communication, except as otherwise expressly required by state or federal law.

B. The performance assessment shall be used for the following purposes, among others:

1. To strengthen the working relationship between the Board and the District Superintendent and to clarify for the District Superintendent and individual members of the Board of School Directors the responsibilities the Board relies on the District Superintendent to fulfill;
2. To discuss and establish goals and/or objective performance standards for the ensuing year; and
3. To establish the basis for possible incremental adjustments in the annual salary rate for the District Superintendent.

C. Performance Expectations, Including Objective Performance Standards.

The performance of the District Superintendent shall be assessed in part against the objective performance standards that have been mutually agreed upon by the Board and the District Superintendent. Initially, during the period from October 22<sup>nd</sup> through June 30, 2017, the performance standards shall be measured by the progress toward goals listed in the Comprehensive Plan Overview, found at this address on the website:

<http://www.slsd.org/districtandboard.cfm?subpage=1951574>

The Board shall post the mutually agreed upon objective performance standards, which shall be reviewed and updated as necessary on or before July 1<sup>st</sup> of each year of this Contract, on the District website and shall also annually post the date of the District Superintendent's annual performance assessment and whether or not the District Superintendent met the agreed upon objective performance standards. No other information regarding the District Superintendent's performance assessment shall be posted on the District website or in any other manner disclosed by the District unless expressly required to do so by state or federal law.

## **7. Investigations by the Board.**

- I In the event that the Board of School Directors directs that any investigation of the District Superintendent's conduct or performance be undertaken, unless the



Board is otherwise directed, the District Superintendent shall be: (i) notified of the occurrence and purpose of such investigation prior to the commencement of the same; and (ii) granted the opportunity to respond, verbally or in writing, to any documents, findings or conclusions derived from such an investigation prior to the investigation being concluded. Any investigations undertaken by the Board shall be completed in private without any public disclosure by the Board or the District Superintendent of the progress or results of the same, unless otherwise required by law. Nothing herein shall obligate the Board to share attorney-client privileged or work product information with the District Superintendent following the completion of any investigation of her conduct or performance, except as otherwise required by law.

#### **8. Professional Liability.**

The Board agrees that it will defend, hold harmless and indemnify the District Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the District Superintendent 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 District Superintendent as set forth above shall apply even if the lawsuit in question occurs after the District Superintendent retires or otherwise leaves the position of District Superintendent, provided the events which gave rise to

the lawsuit arose while the District Superintendent was acting, or reasonably believed she was acting, within the scope of her employment as District Superintendent.

## **9. Reappointment.**

If, at any time, the Board of School Directors decides that it does not desire to renew the contract of the District Superintendent for another term, the Board shall notify the District Superintendent in writing by certified mail, no later than 150 days prior to the end of this Contract Term, of the Board of School Directors' intent not to reappoint her. It shall be the duty of the Superintendent to notify the Board of the date of the 150-day notice requirement at least thirty (30) days before that date shall occur.

Should the District Superintendent not be so notified, she shall be reappointed for a new term of similar length to that which she is currently serving and the terms and conditions of this Contract shall be incorporated into a successor Contract unless mutually agreed otherwise by the Board and the District Superintendent.

## **10. Termination.**

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

- A. The District Superintendent 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 District Superintendent 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 District Superintendent 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 District Superintendent. The District Superintendent 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 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 Contract 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 Contract through the effective date of her resignation and termination of this Contract plus any applicable post-employment and retirement benefits provided for in this Contract, as permitted within the limits prescribed by School Code 10-1073, (e) (3) (i) or (ii).
- C. This Contract may be terminated by the mutual consent, in writing, of the District Superintendent and the Board. If this Contract 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 Contract through the mutually agreed upon effective date of the termination of this Contract plus any applicable post-employment and retirement benefits provided for in this Contract and any additional amount mutually agreed upon by the Board and District Superintendent, as permitted within the limits prescribed by School Code 10-1073, (e) (3) (i) or (ii).

- D. This Contract shall be terminated upon the death of the District Superintendent, at which time, the District shall pay to the District Superintendent's estate and/or heirs all of the aggregate compensation, salary, and benefits the District Superintendent earned, accrued and/or is entitled to under this Contract through the date of the District Superintendent's death.

## **11. Modification.**

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

## **12. 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.

**13. 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 District Superintendent and, to the extent applicable, her personal representatives and heirs.

**14. 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.

**15. 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, District Superintendent Date**