

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This contract (hereafter the "Contract") alters the basic teacher contract for the employment of _____ as Superintendent (hereafter the "Superintendent") by the Board of School Trustees of the Tri-Township Consolidated School Corporation (hereafter the "Board").

1. Employment of Superintendent and Term of Employment.

The Board agrees to employ the Superintendent and the Superintendent agrees to be employed by the Board as the Chief Executive Officer of the Tri-Township Consolidated School Corporation for an initial period beginning on July 1, 2018 and concluding on June 30, 2021 subject to the terms of this Contract.

The parties agree that the term of this Contract shall automatically be extended one (1) school year on July 1, 2019, and then each successive July 1 thereafter, unless a party gives the other written notice on or before the preceding June 30th that the party does not agree to the automatic extension of this Contract. The parties agree this shall result in a continuous three (3) year Contract, unless one party provides timely written notice to the other as provided herein. The parties acknowledge and agree that the Contract term and any extension thereof shall be subject to early cancellation pursuant to the provisions of Paragraph 4, Contract Cancellation.

The parties agree that the Superintendent shall provide services on two hundred sixty (260) days during each school year and a proportionate number of work days in each partial school year of employment. For purposes of this Contract, a "school year" shall be defined as a period beginning on July 1 of one calendar year and concluding on June 30 of the following calendar year. These work days shall be provided in accordance with a schedule of work days established by the Superintendent so as to ensure the full and competent performance of the duties established in paragraph 2 of this Contract.

The Superintendent's two hundred sixty (260) scheduled work days shall include vacation days, sick leave days, and any other leave granted pursuant to this Contract and the Administrator Handbook. The Board agrees to review the Superintendent's performance at least once each school year.

2. Duties of the Superintendent.

The parties agree that the duties of the position of Superintendent to be performed pursuant to this Contract are set forth in a job description for the position which is defined by Board policy and incorporated into this Contract by reference. The review of the Superintendent's job performance provided for in paragraph 1 of this Contract shall be based upon the duties in the job description, which job description may be amended from time to time by the Board. The Superintendent shall be responsible to, and shall be subject to, the direct supervision and evaluation of the Board. The Superintendent is also responsible for complying with all directives of the Board which are authorized by official Board action.

Unless otherwise approved by the Board, the Superintendent agrees that his duties pursuant to this Contract represent full time employment and he will not accept outside employment, perform work as an independent contractor, or engage in any other business pursuit involving his personal services if any of these activities interfere with the performance of his duties as Superintendent.

The Superintendent agrees that at all times while he is employed pursuant to this Contract he will fully meet the minimum qualifications for the position of Superintendent and will maintain a Superintendent license from the State of Indiana.

3. Evaluation of the Superintendent

The Board will review the Superintendent's performance no less than annually each year. The evaluation instrument shall be in accordance with the requirements of I.C. 20-28-11.5-1 et seq. The evaluation shall be completed by the Board no later than November 30 of any year. The Superintendent shall not receive any raise for the following year if his evaluation is designated as "Improvement Necessary" or "Ineffective" as defined in Paragraph 5 of this Superintendent Contract. In the event a raise is not provided in any given year, then the base salary will remain the same and the anticipated designated amounts will be deferred an additional year(s) until such time an improved evaluation is received.

4. Salary and Benefits.

As consideration for the performance of the duties and meeting the qualifications established by this Contract, the Board agrees that the Superintendent shall receive the following:

a. Base Salary.

The Superintendent shall be paid an initial annual base salary of One Hundred Thousand (\$100,000), which may be increased in future school years in accordance with the terms of this Contract. The Superintendent will be paid in twenty-six (26) equal bi-weekly installments on a schedule fixed for all employees of the Corporation.

Beginning with the 2019-2020 school year and each school year thereafter, if the Superintendent is evaluated as highly effective or effective and achieves the annual performance objectives established by the Board for the prior school year, then the Board may in its sole discretion increase the Superintendent's base salary between \$1.00 and \$4,000.00 of the Superintendent's base salary that is in effect at the time the raise is granted. For example, if the Board would desire to increase the Superintendent's base salary by \$1,000.00 for the 2019-2020

school year, then the Superintendent's new base salary for the 2019-2020 school year would become \$101,000. The Superintendent will not be entitled to receive base salary increases granted to teachers pursuant to the Master Teacher's Contract.

Nothing in this Contract shall require the Board in any school year to grant a base salary increase or one-time performance pay stipend to the Superintendent. Any increase given pursuant to this Contract will be at the sole discretion of the Board.

b. Paid Leave.

1. **Vacation Leave.** In each school year, the Superintendent shall be granted twenty-one (21) paid vacation days annually exclusive of legal holidays as noted: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following day, Christmas Eve and Christmas Day. Any unused vacation days in a school year shall be forfeited at the end of each school year (i.e., on June 30 each year) and the Superintendent shall not receive any compensation for such forfeited days.
2. **Sick Leave.** The Superintendent shall be entitled to seven (7) days of sick leave annually. The Superintendent may accumulate up to a total of ninety (90) sick leave days, which will be available to use during the Superintendent's employment.
3. **Transfer of Sick Leave Days from Previous Employer.** The Superintendent shall be entitled to transfer seventeen (17) accumulated unused sick leave days on July 1, 2018. These transferred sick leave days will be in addition to the seven (7) sick days provided annually by Tri-Township Consolidated School Corporation pursuant to subparagraph 2 above. Upon the Superintendent's termination of employment with the School Corporation (for any reason including retirement or resignation), the Superintendent shall not receive compensation for any unused and accumulated sick leave days.
4. **Personal Leave.** The Superintendent shall also be entitled to two (2) days of personal leave per year without loss of pay. Any unused personal leave days at the end of the school year will be added to the Superintendent's accumulated sick leave.
5. **Bereavement Leave.** A bereavement leave extending for not more than five (5) consecutive days shall be allowed immediately after the death of spouse, child, parent, grandparent, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandparent of spouse, or a person living in the same home as part of the family.

These days will not be deducted from the accumulated sick leave. Bereavement leave for any other relationship must be approved by the Board.

c. Other Paid and Unpaid Leave.

In each school year, the Superintendent shall be granted any paid and/or unpaid leave that is required by state or federal law. The Superintendent shall also be granted any paid and/or unpaid leave that is authorized by the Board's policies then in force for its administrative employees, including the Board's recognized legal holidays each school year.

d. Insurance.

1. Health Insurance. The Board shall provide hospitalization, major medical insurance, dental insurance, and vision insurance for the Superintendent and the members of the Superintendent's immediate family during the term of this contract in accordance with the plan provided for teachers. The amount of the Board's contribution for the family plan is \$23,378.40.
2. Life Insurance. The Board shall provide life insurance for the Superintendent during the term of this contract in the amount of One Hundred Thousand Dollars (\$100,000.00).

e. Tax Sheltered/Deferred Annuity

The Board shall pay a contribution in the amount of one and one-half (1.5%) percent of the Superintendent's base salary per year into the Superintendent's 401(a) account. The Superintendent shall be one hundred percent (100%) vested after three-years of experience with the Tri-Township Consolidated School Corporation

f. Automobile Compensation.

The Board agrees to reimburse the Superintendent for mileage incurred for School Corporation business outside of the district upon the submission of a properly executed and documented mileage claim each school year of this contract. The federal mileage rate is determined by the IRS and is adjusted each year.

g. Cellular Phone and Technology Stipend.

The Superintendent will maintain a cellular phone with e-mail capabilities for business purposes. Further, the Board will provide a stipend for the Superintendent to technology costs for remote access for work performed outside of the office. The Board will pay to the Superintendent a yearly stipend that he may apply toward the cost of his cellular phone and technology costs that he maintains for business purposes. Such stipend in the amount of \$1,500 per year.

h. Business and Professional Expenses.

The Board agrees to pay all reasonable expenses (which is determined in the sole discretion of the Board) for the Superintendent to attend state and national conferences to enhance his professional skills and knowledge, provided the Superintendent receives advance approval from the Board to attend such conference(s).

The Board agrees to pay for institutional memberships for professional organizations or membership fees for professional organizations that the Superintendent desires to join, provided the Superintendent receives advance approval from the Board prior to joining such professional organization(s).

i. Other Benefits.

The Superintendent may receive all other benefits established by the Board for all other administrative and certified employees of the School Corporation provided such benefits are consistent with the terms of this Contract and are specifically approved by the Board for the Superintendent.

5. Contract Cancellation.

The parties agree that the three alternative termination provisions set forth in this paragraph shall be the sole and exclusive means of cancelling the Superintendent of Schools Basic Teacher's Contract and this Contract (hereafter collectively referred to as the "Superintendent's Contracts") prior to their expiration date. Any of the following three alternatives (a, b or c) may be utilized by the Board at the Board's sole discretion to terminate the Superintendent's Contracts before their expiration date:

- (a) Termination Option 1 –The Board:
 - (i) initiates cancellation for cause for one or more of the statutory reasons for cancellation of a teacher contract contained in IC 20-28-7.5-1(e); and
 - (ii) gives the Superintendent written notice of its intent to cancel the Superintendent's Contracts for cause and provides the Superintendent the opportunity to have a hearing before the Board in an official executive session at least ten (10) days before the Board meets in a public meeting to vote on the termination.
 - (iii) If the Superintendent requests a hearing with the Board under paragraph (a)(ii) herein, and if the Board would subsequently vote in a public meeting to approve the termination of the Superintendent's Contracts, then the Board will issue written findings that one or more of the statutory reasons for cancellation of a teacher contract contained in IC 20-28-7.5-1(e) exist.
- (b) Termination Option 2 –The Board may elect to cancel the Superintendent's Contracts without cause by giving not less than a twelve (12) months advance written notice to the Superintendent. However, no such elective Board cancellation notice under this provision may be given to the Superintendent

sooner than five (5) months following the commencement of the term of any newly elected school board member. If the Board elects to cancel the Superintendent's Contracts without cause pursuant to this provision, no compensation or benefits which accrue subsequent to the twelve (12) month anniversary of the date such written notice is given shall be owed the Superintendent. The School Corporation and the Superintendent may mutually agree to waive or shorten the notice period required for elective Board cancellation under this provision.

Upon receiving the Board cancellation notice set forth above, the Superintendent has thirty (30) days to request a conference with the Board. If the Superintendent requests a conference with the Board, then such request shall be submitted in writing to the Board President. Upon the Board President's receipt of the Superintendent's request for a conference, the Board shall hold a conference with the Superintendent within ten (10) days unless the parties mutually agree otherwise.

If the Board cancels the Superintendent's Contracts pursuant to this provision, then the Superintendent shall submit his resignation as Superintendent and teacher effective on the cancellation date and the Board will accept such resignation at its next regularly scheduled meeting. The Superintendent and the Board will refer to the reason for such resignation as "philosophical differences" or such other description as the Board and Superintendent shall mutually agree.

- (c) Termination Option 3 –The School Board receives written notice from the Division of Professional Standards that the Superintendent no longer holds a license for the position of Superintendent of Schools from the Division of

Professional Standards of the Indiana Department of Education or receives a certified copy of a court document indicating that the Superintendent was convicted of a crime. In the event one of these circumstances would occur, the Board may terminate the Superintendent's Contracts immediately upon providing written notice to the Superintendent. The Superintendent agrees that he waives all statutory and constitutional due process procedures that he would otherwise be entitled to receive by law in the event the Board has to terminate the Superintendent's Contracts pursuant to this provision.

If the Superintendent desires to request to the Board that his Superintendent's Contracts be cancelled, then the Superintendent must give the Board at least sixty (60) days written notice prior to the effective date when such cancellation would become effective.

6. Defense and Indemnification.

The Board agrees to provide the Superintendent with legal counsel selected and paid for by the Board and to defend and indemnify and hold the Superintendent harmless for all claims, demands and judgments arising out of the performance of the duties within the scope of his employment as set out in paragraph 2 of this Contract to the fullest extent permitted by law. The provisions of this paragraph excludes criminal conduct, malfeasance in employment, all conduct that is outside the scope of the superintendent's duties, any litigation in which the Superintendent is an adverse party to the Board, and all liabilities, costs and/or damages that are predicated on, or arise out of bad faith on the part of the Superintendent.

7. Entire Agreement and Contract Construction.

This Contract contains all the agreed terms of employment of the Superintendent by the Board. If required for purposes of compliance with a standard or request of the State Board of

Accounts of the State of Indiana, the parties agree that they will execute one or more one- year or multi-year standard teacher contracts to implement the terms of this Contract. The parties further agree that to the extent this Contract is inconsistent with the Superintendent's basic teacher contract, the terms of this Contract shall control.

For purposes of the construction and interpretation of this Contract, both parties participated in the drafting of this Contract and neither party shall be considered the drafter of this Contract or any particular language contained in this Contract.

8. Contract as a Public Record.

The parties agree that this Contract is a public record under the Indiana Public Records Law.

9. Governing Law and Severability.

The Superintendent's Contracts shall be governed by the laws of the State of Indiana. If, during the term of the Superintendent's Contracts, any specific clause or provision thereof is determined to be illegal or in conflict with State or Federal law, the illegal or conflicting provision shall be deemed void. The remainder of the Superintendent's Contracts shall not be affected and shall remain in full force and effect.

Agreed this _____ day of _____ 2018.

SUPERINTENDENT

TRI-TOWNSHIP CONSOLIDATED
SCHOOL CORPORATION
BOARD OF SCHOOL TRUSTEES

By: _____

By: _____
Timothy Guse, Board President

Attest:

By: _____
Chad Howell, Board Secretary