

## SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This contract (hereafter the "Contract") alters the basic teacher contract for the employment of Casey Smitherman as Superintendent (hereafter the "Superintendent") by the Board of School Trustees of the Elwood Community 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 Elwood Community 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 her duties pursuant to this Contract represent full time employment and she will not accept outside employment, perform work as an independent contractor, or engage in any other business pursuit involving her personal services if any of these activities interfere with the performance of her duties as Superintendent.

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

**3. 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 Eighteen Thousand Five Hundred Dollars (\$118,500.00), 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 \$10,000.00 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 \$119,500.00. The Superintendent will not be entitled to receive base salary increases granted to teachers pursuant to the Master Teacher's Contract.

Also, 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 grant to the Superintendent a one-time performance pay stipend in an amount between \$1.00 and \$10,000.00. Any one-time performance pay stipends awarded to the Superintendent during the term of this Contract will be paid in the form of a lump sum payment that will not

become part of the Superintendent's annual base salary. The Superintendent will not be entitled to receive any one-time stipend payments that are paid 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. Vacation Leave and Personal Leave Days.**

In each school year, the Superintendent shall be granted paid vacation days in accordance with the School Corporation's Administrator Handbook. The number of paid vacation days granted to the Superintendent via the Administrator Handbook shall never be lower than 20 days per year, but may in the Board's sole discretion be greater than 20 days per year. 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.

**c. Sick Leave.**

In each school year, the Superintendent shall be granted sick leave days for personal and family illness in accordance with the School Corporation's Administrator Handbook. The number of paid sick leave days granted to the Superintendent via the Administrator Handbook shall never be lower than twelve (12) days per school year, but may in the Board's sole discretion be more than twelve (12) days per school year. Sick leave days earned by the Superintendent while employed at Elwood Community Schools shall accumulate from year to year if unused, but shall not accumulate to exceed one hundred fifty (150) sick leave days (hereinafter referred to as the "Elwood Sick Leave Bank").

The Superintendent shall have the option to immediately transfer all sick leave accumulated in her prior employment, which is 50 sick leave days. All transferred sick leave days will be immediately placed in a Catastrophic Sick Leave Bank (“Catastrophic Sick Leave Bank”) for the Superintendent. The sick leave days in the Superintendent’s Catastrophic Sick Leave Bank may be used by the Superintendent for personal illness or family illness in the event the Superintendent would exhaust all sick leave days in her Elwood Sick Leave Bank. For purposes of this Contract, “family illness” shall be defined as the Superintendent, her spouse, her children and her parents. The Board reserves the right to request that the Superintendent provide medical certification to substantiate the Superintendent’s need to be absent from work for one of the qualifying reasons under this provision. The Superintendent’s transferred sick leave days in her Catastrophic Sick Leave Bank are not intended as deferred compensation and shall have no cash value at the end of her employment.

**d. 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 in the Administrator Handbook, including the Board’s recognized legal holidays each school year.

**e. Health, Vision and Dental Insurance.**

The Superintendent may participate in the School Corporation’s group medical insurance plan subject to the eligibility requirements of such plans. The School Corporation will pay ninety-five percent (95%) toward the cost of the premium for such plan in which the

Superintendent chooses to enroll.

Each school year the Board will pay to the Superintendent an annual stipend that she may apply toward the cost of premiums to obtain her own dental and vision insurance coverage. Such stipend shall never be below \$100.00 per month, but may be higher than \$100.00 per month. The Superintendent shall be responsible for all additional costs to participate in such plans to the extent that such costs exceed the monthly stipend amount.

**f. Term Life Insurance.**

The Board will provide to the Superintendent a term life insurance policy with a face value equal to \$50,000.00. The Superintendent shall contribute \$1.00 annually toward the cost of the premium for such term life insurance.

**g. Long Term Disability Insurance.**

The Superintendent may participate in the School Corporation's long term disability plan under the same terms and conditions as all other administrators.

**h. ISTRF Employee Contribution.**

The Board will make any contribution to the Indiana State Teacher's Retirement Fund that would otherwise be required to be paid by the Superintendent.

**i. Tax Sheltered Annuity and VEBA Contributions.**

The Board will contribute annually to the Superintendent's Section 401(a) plan, 403(b) plan and VEBA under the same terms and conditions as it contributes to such plans for its teachers through the Master Teacher Contract.

**j. Automobile Compensation.**

The Superintendent will receive additional compensation for the use of her personal vehicle related to business travel in accordance with the Administrator Handbook. The amount

of additional compensation received under this provision shall never be below \$125.00. per month, but may be greater than \$125.00 per month. The compensation provided herein is in lieu of the Superintendent receiving the IRS mileage reimbursement.

**k. Cellular Phone.**

The Superintendent will maintain a cellular phone with e-mail capabilities for business purposes. The Board will pay to the Superintendent a monthly stipend in accordance with the Administrator Handbook that she may apply toward the cost of her cellular phone that she maintains for business purposes. Such stipend shall never be below \$75.00 per month, but may be greater than \$75.00 per month.

**l. 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 her 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).

**m. Moving Expenses.**

If the Superintendent relocates her residency within the boundaries of the School Corporation's district within the first eighteen (18) months of her employment with the School Corporation, then the Board will reimburse the Superintendent for moving expenses up to a maximum of Six Thousand Dollars (\$6,000.00).

**n. 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.

**4. 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 six (6) 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 her 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 she waives all statutory and constitutional due process procedures that she 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 her 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.

**5. 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 her 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.

**6. Vesting**

The Board contributions made to the Superintendent's 401(a) and VEBA plans shall vest at 25% per school year making the Superintendent fully vested after four (4) consecutive years of service.

**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 14<sup>th</sup> day of May 2018.

SUPERINTENDENT

ELWOOD COMMUNITY SCHOOLS  
BOARD OF SCHOOL TRUSTEES

By: 

By:   
Robert Savage, Board President

Attest:

By:   
Corie Lovell, Board Secretary