

## **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 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, 2019 and concluding on June 30, 2022 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, 2020, 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. 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 Fifteen Thousand Dollars (\$115,000.00), 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.

**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 parties acknowledge that the Superintendent has been permitted to transfer 100.5 unused sick leave days from his prior school employer, and such transferred sick leave days will become part of the Superintendent’s Elwood Sick Leave Bank and will be subject to the 150-day accumulation cap set forth herein.

**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 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 seventy-eight percent (78%) toward the cost of the premium for such plan in which the Superintendent chooses to enroll.

**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. 403(b) Contribution.**

The Board will make contributions to the Superintendent's 403(b) plan under the same terms and conditions as such contributions are made for teachers under the Masters Teachers Contract. The Superintendent shall be vested immediately in the 403(b) and contributions shall be made through twenty-six (26) payroll periods.

**j. Automobile Compensation.**

The Superintendent will receive additional compensation for the use of his personal vehicle related to business travel in accordance with the Administrator Handbook. The amount of additional compensation received under this provision shall be \$200.00. per month. The compensation provided herein is in lieu of the Superintendent receiving the IRS mileage reimbursement.

**k. 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).

**l. Moving Expenses.**

If the Superintendent relocates his residency within the boundaries of the School Corporation's district within the first eighteen (18) months of his employment with the School Corporation, then the Board will reimburse the Superintendent for moving expenses up to a maximum of Two Thousand Dollars (\$2,000.00).

**m. 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 sole discretion to terminate the Superintendent's Contracts before their expiration Board's 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; 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 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 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.

##### **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 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.

**6. Vesting**

The Board contributions made to the Superintendent's 403(b) shall be vested immediately.

**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 \_\_\_\_\_ 2019.

SUPERINTENDENT

ELWOOD COMMUNITY SCHOOLS  
BOARD OF SCHOOL TRUSTEES

By: \_\_\_\_\_

By: \_\_\_\_\_  
Brent Kane, Board President

Attest:

By: \_\_\_\_\_  
Amie Bell, Board Secretary