

SUPERINTENDENT EMPLOYMENT CONTRACT

THIS CONTRACT is made and entered into this ____ day of _____, 2019 between the BOARD OF SCHOOL TRUSTEES OF THE EASTERN PULASKI SCHOOL CORPORATION ("Board") and _____ ("Superintendent"). In consideration of the provisions and mutual promises stated herein, the parties agree as follows:

1. TERM OF CONTRACT. The Board hereby employs the Superintendent and the Superintendent hereby accepts employment as the Superintendent of the Eastern Pulaski School Corporation for a term commencing on January 1, 2020 through June 30, 2022. The term of this Contract may be extended up to an additional five (5) years pursuant to Ind. Code § 20-28-8-6(b)(1) upon mutual agreement of the parties.

2. PROFESSIONAL CERTIFICATION. Except as provided herein, the Superintendent shall at all times during the term of this contract hold a valid Superintendent's license issued by the State of Indiana. Failure to hold a valid Superintendent's license at any time during the term of this Contract may result in cancellation of this Contract and may result in termination of the Superintendent's employment with Eastern Pulaski School Corporation in any capacity, at the sole discretion of the Board. The Board recognizes that the Superintendent will be completing his/her Ed.S in May 2020. Until the Superintendent obtains his/her Ed.S, the Superintendent agrees that he/she will obtain an emergency superintendent license through the Indiana Department of Education that shall remain in effect until the Superintendent obtains the Ed.S.

3. DUTIES AND RESPONSIBILITIES. The Superintendent shall be responsible for the administration of Eastern Pulaski School Corporation under the direction of Board. The Superintendent shall have the primary responsibility for execution and enforcement of Board policies. The Board shall retain the primary responsibility for formulating and adopting said policies. The Superintendent shall in good faith and in a workmanlike manner perform and carry out duties and responsibilities that include but are not limited to the following:

- a. Supervising, directing and determining, subject to the approval of the Board, all matters related to the courses of study, curriculum, methods of instruction, adoption of textbooks, supervision of children, supervision, evaluation, and assignment of administrators and teachers, supervision of all departments, employees and contractors, including but not limited to custodial services, financial budget, food services and transportation;
- b. Making recommendations to the Board concerning regulations, rules and procedures deemed appropriate for the well ordering of the District;
- c. Organizing, reorganizing and arranging the administrative and supervisory staffs, including instruction and business affairs, which in his/her judgment best serves the District;
- d. Staffing the District with competent individuals who are delegated authority commensurate with their responsibilities;
- e. Assuming responsibility for selection, placement, discipline, and transfer of

personnel subject to approval by the Board;

f. Defining the duties of all personnel;

g. Keeping such records as will show the Board at all times the true fiscal condition of the District;

h. Comply with all applicable law and oversee and confirm that Eastern Pulaski School Corporation is complying with all applicable laws; and

i. Performing all duties relative to the office of superintendent and other such duties as prescribed by the Board from time to time.

All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent. Notwithstanding any other provision of this Contract, the Superintendent shall not engage in outside activities that materially interfere or conflict with his/her duties and responsibilities and is expected to devote his/her full time, attention, knowledge, and skills to accomplish in an effective and professional manner the duties and responsibilities of Superintendent, as required by the laws of the State of Indiana and Board Policy.

4. ATTENDANCE AT BOARD MEETINGS. The Superintendent shall attend all Board meetings (except when the Superintendent's performance or appointment is under consideration) and all Board and citizen committee meetings. The Superintendent shall serve as an ex-officio member of all Board committees and provide administrative recommendations on business considered by each of these groups. The Board and each of its members shall promptly refer all criticism, complaints, and suggestions received by the Board or any of its members to the Superintendent for review and recommendations.

5. COMPENSATION.

a. The base salary payable to the Superintendent shall be payable in twenty-six (26) installments on a bi-weekly basis, and shall be in the amounts as follows:

i. January 1, 2020 – December 31, 2020 - \$105,000.00

ii. January 1, 2021 – December 31, 2021 - \$107,500.00

iii. January 1, 2022 – June 30, 2022 - \$110,00.00 (or \$55,000 pro-rated)

b. The Superintendent shall be paid a stipend of \$5,000.00 no later than January 30, 2020 for moving expenses.

6. VACATION AND OTHER BENEFITS.

a. The annual number of days per year required by the Superintendent to perform his/her duties is two hundred sixty (260) days and he/she shall be granted the following leave days per contract year, subject to change at the sole discretion of the Board:

- i. Fifteen (15) vacation days per year;
 - ii. Eight (8) paid holidays per year;
 - iii. Three (3) personal days per year;
 - iv. 180 sick days at the commencement of each school year consistent with other administrators.
- b. That the Board shall provide insurance to the Superintendent as follows:
 - i. The Board shall pay all but \$1 of the family health insurance PPO 1 plan with a current annual premium of Twenty-three Thousand One Hundred Sixty dollars (\$23,160.00) subject to annual adjustments each year on January 1, as needed. The Superintendent may elect to enroll in a high-deductible plan instead, in which case the difference in the premium amount will be paid into a Health Savings Account for the benefit of the Superintendent.
 - ii. 100% paid Long Term Disability Insurance to be paid on an annual basis in the amount of Three Hundred Twenty-Two Dollars (\$322.00), also subject to adjustments on an annual basis of each calendar year.
 - iii. 100% paid term Life Insurance to be provided with a face value of One Hundred Ten Thousand Dollars (\$110,000.00) and subject to annual adjustments each year on January 15 as needed. The initial premium is Three Hundred Ninety-Four Dollars (\$394.00).
 - iv. 100% paid additional insurance for Vision/Optical Expenses to be paid in annual amount of One Hundred Ten Dollars (\$110.00) and adjusted accordingly with any changes on January 1st of each calendar year.
- c. Retirement Benefits to be provided by the Board to the Superintendent are as follows:
 - i. Three Percent (3%) of the Superintendent's annual salary to be paid for the State Funded Retirement Program;
 - ii. The Board shall pay Three Hundred Dollars (\$300.00) annually into the individual VEBA, subject to a five (5) year vesting.
- d. Mileage Expense and Allowance is to be paid to the Superintendent at the current IRS rate for all verified travel for business purposes.
- e. Cell Phone Allowance is to be paid 100% by the Board for the Superintendent.
- f. The Board shall, at the request of the Superintendent, pay membership fees for Superintendent for the Indiana Association of Public School Superintendents, the Indiana Association of School Business Officials, and any other professional service organizations that have been approved by the Board. The Superintendent will be the designee for the Corporation in the Associations.
- g. The Superintendent shall also be entitled to all benefits provided to other twelve (12) month administrators of the School Corporation which are not inconsistent with the Superintendent's Contract.

7. PROFESSIONAL LIABILITY AND INDEMNIFICATION. The Superintendent shall be a named insured in the District's policy for general liability and errors and omissions. The Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his/her individual capacity, or in his/her official capacity as agent and employee of the Board, provided the incident arose within the course and scope of Superintendent's employment with Eastern Pulaski School Corporation, except that in no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings. If a conflict of interest exists regarding the defense of such claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage separate counsel, in which event the Board shall reimburse the Superintendent for reasonable legal defense to the extent permitted by state law. The Board shall not, however, be required to pay any costs, fees, or expenses arising out of or relating to any legal proceeding in which the Board and the Superintendent have adverse interests.

8. GOALS AND OBJECTIVES. The Board and the Superintendent shall meet at least annually to establish long-term and short-term goals and objectives for the District. Said goals and objectives will be reduced to writing and shall be among the criteria by which the Superintendent is evaluated as herein provided. Prior to the close of each school year, the Board and the Superintendent will meet to establish Board goals and objectives for the succeeding school year.

9. EVALUATIONS. At least once each school year, the Board and the Superintendent shall meet in Executive Session for the purpose of evaluation of the performance of the Superintendent. The Superintendent shall assist the Board by providing a District evaluation and self-evaluation for consideration in the process. The Board shall evaluate and assess in writing the performance of the Superintendent at least once a year during the term of this contract and shall provide the Superintendent a copy of that evaluation. The Superintendent shall have the right to file a written response to the evaluation, which will become a permanent attachment to the Superintendent's personnel file. This evaluation and assessment shall be reasonably related to the position description of the Superintendent and goals and objectives of the Board. The assessment format shall be developed by the Board and mutually agreed upon by the Board and the Superintendent. In the event that deficiencies are noted in the evaluation of the Superintendent, the Board shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. Within thirty (30) days of delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation.

10. TERMINATION OF EMPLOYMENT CONTRACT. The Superintendent's Contract terminates on the following dates and under the following conditions only, subject to Indiana Code § 20-28-8-7:

- a. If the Board and the Superintendent mutually consent.

b. Before the expiration date set forth in paragraph 1, if the Board terminates this Contract for immorality, insubordination, incompetence, neglect of duty, and/or a conviction of an offense listed in IC 20-28-5-8(c). The for cause grounds stated herein will be defined in accordance with the statute that sets forth the causes for dismissal of teachers. However, the governing body must give the superintendent proper notice and, if the superintendent requests a hearing at least ten (10) days before the termination, must grant the superintendent a hearing at an official meeting of the governing body.

c. On the expiration date set forth in paragraph 1, if the Board before January 1 of the year in which the contract expires gives notice to the Superintendent in writing, delivered in person or by registered mail.

d. On the expiration date set forth in paragraph 1, if the Superintendent before January 1 of the year in which the contract expires gives proper notice in writing to the Board.

e. In the event that Superintendent does not have a valid license referenced in Paragraph 2 above.

11. PROFESSIONAL DEVELOPMENT AND ADVANCEMENT OF THE EDUCATIONAL MISSION OF THE SCHOOL. The Board expects the Superintendent, as a condition of his/her employment, to continue his/her professional growth and education through participation in appropriate meetings and activities, including but not limited to: attend and participate in appropriate programs and activities hosted or sponsored by associations of school administrators and school boards, attend and participate in conferences, seminars, or other instructional presentations by reputable professional organizations, agencies, and institutions that directly relate to the educational mission of the School, and attend and participate in any community or education committees or associations as a representative of the School as may be reasonable related to the advancement of the educational mission of the School. The Board shall pay and/or reimburse the Superintendent the reasonable expenses for the professional growth activities set forth above as well as other reasonable and legitimate business expenses, subject to approval at the sole discretion of the Board. The Board will allocate a specific amount for such expenses in its annual budget and the Superintendent must follow all Board policies and procedures regarding requests for approval of expenses and reimbursement requests for such activities.

12. SUPPLEMENTAL TERMS. The Board and the Superintendent shall execute a basic contract in the form of a Regular Teacher's Contract as required by state law, which shall be incorporated herein by reference. This Contract is intended to supplement and expand upon the rights and obligations of the parties contained in the Regular Teacher's Contract.

a. The parties agree that this Contract is subject to Indiana Code § 20-28-8-6 (including any future applicable amendments thereto). To the extent this Contract contradicts or otherwise is discordant with this statute, the statute shall prevail.

13. MODIFICATION OF CONTRACT. This contract may be altered, rescinded for a new

contract, or modified at any time by mutual consent of the Board and the Superintendent. The consent of both parties must be in writing. This Contract contains the entire agreement of the parties, except as explicitly stated herein, and may not be changed orally, but only by agreement in writing signed by the parties.

14. BINDING EFFECT. This Contract shall bind the parties hereto and their respective assigns, successors and personal representatives.

15. SEVERABILITY. If any item in this contract is held invalid by any court or other tribunal of competent jurisdiction, such invalidity shall not affect the remaining provisions of this contract, which are and shall remain severable.

16. WAIVER. The waiver of either party of any breach of this agreement shall not operate or be construed as a waiver of any other breach.

17. GOVERNING LAW AND VENUE. This contract shall be interpreted in accordance with the laws of the State of Indiana. Any legal action arising out or under this Contract and/or Superintendent's employment with the School shall be resolved in the Pulaski County Circuit or Superior Court or in the United States District Court for the Northern District of Indiana.

18. NEITHER PARTY CONSIDERED DRAFTER. Despite the possibility that one party may have prepared this initial draft of this Contract or played the greater role in the physical preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Contract and that, in construing this Contract in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.

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Agreed this ____ day of _____, 2019.

BOARD OF TRUSTEES OF EASTERN PULASKI SCHOOL CORPORATION

By: _____

Board President

ATTEST:

By: _____

Board Secretary

SUPERINTENDENT

[NAME]