

## **SUPERINTENDENT’S CONTRACT OF EMPLOYMENT**

This contract (“Contract”) supplements and incorporates the basic teacher contract for the employment of \_\_\_\_\_ as Superintendent (“Superintendent”) by the Board of School Trustees of the Tri-County School Corporation (“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-County School Corporation (“TCSC”) for an initial period beginning on July 1, 2021 and concluding on June 30, 2024 subject to the terms of this Contract.

The parties agree that the term of this Contract shall automatically be extended one (1) calendar year on July 1, 2024, 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 5, 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 TCSC Administrative Benefits Schedule. The Board agrees to review the Superintendent's performance at least once each calendar 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.* Prior to January 1<sup>st</sup> of any calendar year, the Board and Superintendent will mutually establish and agree upon three (3) annual performance goals to be accomplished concurrent with the Superintendent's annual evaluation. One of the three (3) annual goals will be directly tied to the annual district letter grade or its equivalent as determined by the Indiana Department of Education based on state-wide student achievement results for students from TCSC. The evaluation shall be completed by the Board not later than November 1st of any year. The Superintendent shall not receive any raise as defined in Paragraph 4 of this Superintendent Contract for the following calendar year if his evaluation is designated as "Improvement Necessary" or "Ineffective". In the event a raise is not provided in any given year, then the base salary will remain the same. Any increases would commence with the beginning of the calendar year subsequent to the completion of the evaluation.

### **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 Six Thousand Dollars (\$106,000), which may be increased in future calendar years in accordance with the terms of this Contract. The Superintendent will be paid in equal installments on a schedule fixed for all employees of TCSC.

Beginning with the 2022 calendar school year and each year thereafter, if the overall rating of the Superintendent's evaluation is "effective," then the base salary will be increased by an amount to be determined by the Board to not exceed Three Thousand (\$3,000); if the overall rating of the Superintendent's evaluation is "highly effective," then the salary will be increased by an amount to not exceed Five Thousand (\$5,000). In the event the Board cannot provide a raise or base salary increase to employees through the collective bargaining process, the Superintendent shall also forgo any base raise increase in that same year. The Superintendent will not be entitled to receive base salary increases granted to teachers pursuant to the Master Teacher's Contract nor if the overall evaluation rating is "improvement necessary" or "ineffective."

**b. Stipend Salary.**

At the end of the calendar year, the Superintendent will be eligible for stipend bonuses.

Eligibility for the bonuses will be as follows:

- i. A stipend in the amount of Five Hundred (\$500) will be based on maintaining or earning the TCSC district-wide accountability category rating of a "B" or its equivalent; eligibility for a bonus in the amount of One Thousand (\$1,000) will be based on maintaining or earning the TCSC district-wide accountability category rating of an "A" or its equivalent; or no eligibility for any bonus if the district-wide accountability category rating is less than a "B" or its equivalent.
- ii. A stipend in the amount of Five Hundred (\$500) per goal will be based on attainment of the two performance goals not tied to the annual district letter grade or its equivalent as referenced in Paragraph 3 above.
- iii. Any one-time performance pay stipend 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, but will be reported to the Teacher's Retirement Fund/Indiana Public Retirement System. The Superintendent's stipend award(s) shall be contributed into the Superintendent's Health Saving Account

(“HSA”). 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 or any supplemental payments made to teachers.

**c. Tax Sheltered/Deferred Annuity**

The Board shall pay a contribution in the amount of 7% of the Superintendent’s base salary per year into either Superintendent’s available 403(b) account. The total contribution amount shall be increased to an amount that is equal to 8% of the Superintendent’s base salary beginning July 1, 2025. The Superintendent shall be fully vested to the extent said vesting requirements does not contradict the plan document for any tax deferred account and is consistent with this Agreement. If the Superintendent’s employment ends prior to the terms of this contract, the contribution amount will be prorated and subject to limitations of plan requirements.

**d. Paid Leave.**

1. Vacation Leave. In each school year, the Superintendent shall be granted paid vacation days in accordance with TCSC Administrative Benefits Schedule. The number of paid vacation days granted to the Superintendent via the Administrative Benefits Schedule shall never be lower than twenty (20) paid vacation days annually exclusive of legal holidays as set by the Board for all employees; however, in the Board’s sole discretion, the number of paid vacation days granted in the Administrative Benefits Schedule may exceed twenty (20) days per year. For the initial year of this contract, vacation days will be prorated for the end of the 2022-2023 school year. The Superintendent may be able to carry up to five (5) unused vacation days in a school year into the following school year. All other unused vacations days 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. In each school year, the Superintendent shall be provided paid sick days in accordance with TCSC Administrative Benefits Schedule. The number of paid sick days granted to the Superintendent via the Administrative Benefits Schedule shall never be lower than seven (7) days of sick leave per school year; however, in the Board’s sole discretion, the number of paid sick days granted in the Administrative Benefits Schedule may exceed seven (7) days per year. The Superintendent may carry over unused sick days, accumulating up to a total of ninety (90) sick leave days, which will be available to use during the

Superintendent's employment and shall have no cash value at the end of his employment.

3. Transfer of Sick Leave Days from Previous Employer. The Superintendent shall be entitled to transfer four (4) accumulated unused sick leave days on July 1, 2023. These transferred sick leave days will be in addition to the seven (7) sick days provided annually by TCSC 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. In each school year, the Superintendent shall be granted paid personal leave days in accordance with TCSC Administrative Benefits Schedule. The number of paid vacation days granted to the Superintendent via the Administrative Benefits Schedule shall never be lower than three (3) days; however, in the Board's sole discretion, the number of paid personal days granted in the Administrative Benefits Schedule may exceed three (3) days per year. 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 member of the immediate family. These days will not be deducted from the accumulated sick leave. Bereavement leave for any other relationship must be approved by the Board.

**e. 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.

**f. Insurance.**

1. Health Insurance. The Board shall provide hospitalization, major medical insurance, and dental insurance for the Superintendent and the members of the Superintendent's immediate family during the term of this contract in accordance with the Administrative Benefits Schedule. The amount of the Board's contribution for the health insurance family plan for the initial first year of this contract period will be **\$16,148.00** and thereafter determined by the Administrative Benefits Schedule.

2. Term Life Insurance. The Board shall provide life insurance for the Superintendent during the term of this contract. Board shall also pay the premium cost of the AD& D coverage. The amount of the term life and AD &D coverage insurance will be Five Hundred Thousand Dollars (\$500,000.00) for the initial year of this contract and thereafter determined by the Administrative Benefits Schedule as approved by the Board.
3. Long Term Disability. The Board will provide to the Superintendent a long term disability plan and in accordance with the same terms, amounts and conditions as provided under the Administrative Benefits Schedule.

**g. ISTRF Employee Contribution**

The Board will make the required employee minimum contribution to the Indiana State Teacher's Retirement Fund, which is currently 3% of gross wages.

**f. Automobile Compensation.**

The Board will provide additional compensation for the use of his personal vehicle related to business travel pursuant to the Administrative Benefits Schedule. The amount of additional compensation provided to the Superintendent shall never be less than Five Hundred Dollars (\$500) per month but within the Board's sole discretion, may exceed \$500 per month. The Board shall also provide reimbursement for mileage based on the current IRS rate for business related travel outside the boundaries of TCSC.

**g. Technology Stipend.**

Superintendent will maintain a cellular phone with e-mail capabilities for business purposes and incur other technology costs for business purposes. Further, the Board will provide a yearly stipend for the Superintendent to apply to technology costs for remote access for work performed outside of the office pursuant to the Administrative Benefits Schedule in an amount no less than Two Thousand Dollars (\$2,000) per calendar year; however, in the Board's sole discretion, the amount for the technology stipend may exceed \$2,000. The Board will provide

equipment (e.g., computers and/or laptops) consistent with equipment provided to certified staff members. Additional technology equipment needed by the Superintendent may be personally purchased from this Technology Stipend.

**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 (IAPAA, AASA, IASBO, ASCD, PDK), 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 TCSC provided as defined by the Administrative Benefits Schedule.

**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 20-28-8-7; and
  - (ii) gives the Superintendent written notice of its intent to cancel the Superintendent's Contract 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. Upon election to cancel the Superintendent's Contract, the Board can provide a buy-out in an amount no greater than one-year salary to effectuate an immediate severance of employment. Superintendent and Board may determine a mutually agreed upon date for employment severance to occur within the twelve (12) month period after notice. No salary or benefits will continue to be due to the Superintendent after said date. 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 Board 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 fifteen (15) 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 no later than the next regularly occurring board meeting 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 Contract 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 or employment disputes 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 \_\_\_\_\_ 2022.

SUPERINTENDENT

TRI-COUNTY SCHOOL CORPORATION  
BOARD OF SCHOOL TRUSTEES

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

By: \_\_\_\_\_  
Dr. Brandi Schemerhorn, Board President

Attest:

By: \_\_\_\_\_  
Jason Kilmer, Board Secretary