

SUPERINTENDENTS CONTRACT OF EMPLOYMENT

This contract (hereafter referred to as "Contract") serves as an amendment to the basic teacher contract for the employment of _____ as Superintendent (hereinafter referred to as "Superintendent") by the Board of Trustees of the Jac-Cen-Del Community School Corporation (hereinafter referred to as "Board") by consent of the parties in the manner prescribed by and permitted by Indiana law.

Whereas, Jac-Cen-Del Community School Corporation desires to employ qualified and capable administrators, and

Whereas, Jac-Cen-Del Community School Corporation has determined that Superintendent is a qualified and capable administrator who will be a suitable Superintendent of Schools.

Now, therefore, in consideration of the mutual covenants contained herein, Jac-Cen-Del Community School Corporation and Superintendent agree as follows:

A. Employment of Superintendent and Term of Employment

1. The Board agrees to employ the Superintendent and the Superintendent agrees to be employed by the Board as the Chief Executive Officer of the Jac-Cen-Del Community School Corporation for an initial period ("Initial Term") beginning January 1, 2023 and concluding on June 30, 2025 subject to the terms of this Contract.
2. After the Initial Term, an unless written notice is otherwise given by on party to the other prior to January 1, 2025, this Contract will be automatically extended for an additional one (1) year. It is the parties' intention that this be a continuing contract unless notice is provided otherwise on or before the preceding June 30th of the preceding school year. The parties acknowledge that the Contract term and any extension thereof shall be subject to early cancellation pursuant to the provisions of 'Contract Cancellation.
3. The parties agree that the Superintendent shall provide services or perform his duties two hundred sixty (260) days during each school year. The Superintendent's two hundred and sixty (260) scheduled workdays includes vacation, sick, and personal days, and any other leave granted pursuant to this Contract. 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.
4. The Board will review the Superintendent's performance at least once each school year. The evaluation instrument shall be in accordance with the requirements of I.C. 20-28-11.5- 1 et seq., as amended from time to time, and agreed upon by the Superintendent and the Board. A cumulative evaluation will be completed each School Year before any base salary increase shall become effective. The Superintendent shall be ineligible for any increase in salary for the applicable School Year if his evaluation rating is "Improvement Necessary" or Ineffective".

B. Duties of the Superintendent

1. The Superintendent represents and warrants that Superintendent possesses the necessary expertise and experience to perform all duties and fulfill all obligations of a superintendent. In consideration of the obligations and commitments of the parties, the Superintendent agrees to completely and faithfully serve the School as a superintendent during the term of this Contract, doing and performing the duties generally recognized as being the normal function of a public-school superintendent in the State of

Indiana and as enumerated in this Contract and Board Policy. The Superintendent is responsible for and will perform at a minimum those functions and duties specified in the Board's Policies, By-Laws, and Guidelines and as required by law for the Superintendent position, which may be modified from time-to-time at the Board's discretion.

2. Unless otherwise approved by the Board, the Superintendent agrees that his duties pursuant to the Contract represent fulltime employment and that he will not accept outside employment, perform work as an independent contractor, or engage in any other business pursuant to involving his personal services if any of these activities interfere with the performance of his duties as Superintendent.
3. The Superintendent agrees that at all times while he is employed pursuant to this Contract, he will meet the requirements for state administrative licensing as determined by the state of Indiana and the Board of Directors. Should said license be revoked or become invalid, the Contract shall automatically be terminated without further notice or hearing. The Superintendent shall execute the responsibilities of the position of superintendent by following and applying at all times the highest professional and ethical guidelines and standards.
4. Superintendent shall attend all meetings of the Board and is generally expected to devote full attention to the duties with the Board. The duties of the Superintendent shall include, but not be limited to:
 - i. Supervising all employees of Jac-Cen-Del Community School Corporation.
 - ii. Making recommendations to the Board as to the selection assignment, promotion, discipline, retention, reduction in force, non-renewal, or termination of all personnel of Jac-Cen-Del Community School Corporation, subject to the final approval of the Board; and
 - iii. Ensuring compliance with federal and state laws and regulations concerning education and Board policy.
5. The Superintendent may undertake consulting work, speaking engagements, writing, lecturing or other professional duties and obligations provided that such activities do not interfere or conflict with meeting the responsibilities as a superintendent. The Superintendent shall notify the Board or its designee prior to the performance of these activities that involve attention during normal working hours. If outside activities take place during normal working hours, Superintendent may keep the compensation for such activities provided the Superintendent is using a vacation or personal leave day; otherwise, any amount earned shall be assigned to and transferred to the School.

C. 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:

1. **Base Salary.** The Superintendent shall be paid an annual salary of One Hundred Ten Thousand Dollars (\$110,000) prorated for the contract term ending June 30, 2023. The salary for the contract term of July 1, 2023 – June 30, 2024, shall be a minimum of One Hundred Thirteen Thousand Five Hundred Dollars (\$113,500) and the salary for the contract term of July 1, 2024 – June 30, 2025, shall be a minimum of One Hundred Seventeen Thousand Dollars (\$117,000). This salary shall be paid to the Superintendent in installments in accordance with the schedule of salary payments in effect for other certified school employees. All salary increases are contingent upon the Superintendent not having an evaluation ranking of either "needs improvement" or "ineffective".

2. **Vacation Leave, Sick Leave, and Personal Leave.** In each school year of the 260 contracted days, the Superintendent shall be granted twenty (20) vacation days, fifteen (15) sick days, and three (3) personal days as approved in the Administrative and Central office handbook approved by the Board on July 20, 2022. In accordance with the handbook, no carryover or accumulation of vacation days is permitted. In accordance with the handbook, unused personal days will convert to sick days at the end of each contract period. Sick leave days earned by the Superintendent while employed at Jac-Cen-Del Community School Corporation may accumulate from year to year up to a maximum of one hundred eighty (180) days. The Corporation will transfer sick leave days accumulated from the Superintendent's previous employer.

3. **Bereavement Leave.** Superintendent shall be granted the below bereavement days, without loss of compensation, for the purpose of bereavement under the below schedule, with all days taken within the first ten (10) calendar days following the death. No bereavement pay will be extended if Superintendent is not attending services or for normally unpaid days such as scheduled holidays or other unpaid days off.
 - Spouse (current) – 7 days
 - Immediate Family/Step Relatives (current) – 5 days (includes child, parent (including step and in-law), sibling, grandchild, or a dependent who resides in the Superintendent's household.
 - Grandparent/Step Grandparent (current) – 3 days
 - Brother-in-Law/Sister-in-Law – 2 days
 - Uncle, Aunt, First Cousin, Niece, and Nephew – 1 day
 - Pallbearer – 1 day
 Bereavement leave for any other relationship must be approved by the Board.

4. **Holidays.** The Superintendent shall be entitled to the twelve (12) paid holidays as defined in the Administrative and Central office handbook.

5. **Health, Vision, and Dental Insurance.** The Superintendent may participate in the corporation insurance (Anthem) as provided through the Southeastern Indiana School Insurance Consortium. The Jac-Cen-Del Community School Corporation will contribute up to, but not exceed, the premium amount for HSA Plan #1, Family Plan. Superintendent may select the PPO plan (a higher premium plan) with any excess premium paid at their expense. Jac-Cen-Del Community School Corporation will pay the premium for family vision and family dental insurance.

6. **Life Insurance and Long-Term Disability Insurance.** Jac-Cen-Del Community School Corporation will pay premiums for life insurance policy valued at two (2) times the Superintendent's base salary. Jac-Cen-Del Community School Corporation will pay premiums for Long Term Disability Insurance.

7. **Indiana State Teachers Retirement Fund Contribution.** The Jac-Cen-Del Community School Corporation will contribute 9% total (based on salary) to the State Teachers Retirement Fund (TRF). 6% of this is set by the state and subject to change if the state requires it. The 3% is required by the state, which is normally paid by the employee, however JCD will pay this portion as a benefit to the employee.

8. **401(a) Annuity Contribution.** The Jac-Cen-Del Community School Corporation shall contribute equal to 0.5% of the Superintendent's base salary two times per year, for a total of 1%. The Corporation shall contribute equal to 1.25% of the Superintendent's base salary annually into the bridge retirement account.
9. **Mileage Reimbursement.** The Board will reimburse the Superintendent for mileage associated with business travel using his personal vehicle at the standard rate approved by the Internal Revenue Service.
10. **Cellular Phone.** The Superintendent will maintain a cellular phone with ability to send/receive corporation e-mail and for business purposes.
11. **Business and Professional Expenses.** The Board will pay on behalf of the Superintendent the cost of membership and participation in State and National professional associations of educational administrators, and expenses related to the Superintendent's attendance at conferences and activities that would benefit the Superintendent in his role. The Superintendent will obtain pre-approval from the Board for said memberships and for attendance at conferences and other activities.
12. **Other Benefits.** The Superintendent will be entitled to all other benefits established by the Board for all other full-time, certified employees of Jac-Cen-Del Community School Corporation provided such benefits are not in conflict with the terms of this Contract. The extent the benefits for other full-time, certified employees conflict with or duplicate a benefit provided by this Contract, then this Contract shall control, and the benefit provided by this Contract shall be the benefit provided to the Superintendent.

D. Termination

1. **Mutual Agreement.** The Parties may terminate the Superintendent Contract on any date if the Board and the Superintendent mutually agree in writing to such termination.
2. **Resignation without Notice.** If the Superintendent fails to provide due notice of resignation on or before January 1 prior to separation of employment, or without approval by the Board, any accrued benefits (including, but not limited to, vacation pay) will be forfeited.
3. **Loss of License and Specified Convictions.** If the Board receives written notice that the Superintendent no longer holds a license required for the position of Superintendent or received a certified copy of a court document indicating that the Superintendent was convicted of certain offenses listed under the Ind. Code for immediate revocation, the Board may terminate this Contract immediately upon providing written notice to the Superintendent. The Superintendent agrees to waive all statutory and constitutional due process rights and procedures that the Superintendent may otherwise be entitled to receive by law in the event the Board terminates this Contract pursuant to this provision. The Superintendent shall be entitled to no further salary or benefits in the event the Board terminates this Contract pursuant to this provision unless such compensation is otherwise required by law.

4. **For Cause.** The Board may elect to terminate this Contract for cause as permitted by law. In such event, the Board shall provide written notice of its intent to terminate the Contract for cause and provide the Superintendent the opportunity for a hearing before the Board in an official executive session at least ten (10) days before the Board holds a public meeting for purposes of voting on the termination. The Superintendent shall be entitled to no further salary or benefits in the event the Board terminates this Contract pursuant to this provision unless such compensation is otherwise required by law.
5. **No Fault/Expiration Procedure.** The Board may elect to terminate this Contract without a finding of fault. In such event, the board shall provide at least thirty (30) days written notice of its intent to terminate or allow the expiration of this Contract and shall provide the Superintendent the opportunity for a hearing before the Board in an official executive session for the purpose of giving the Superintendent the opportunity to present information and justification for why the termination is unwarranted. Unless the Board has decided against the termination/expiration of this Contract, the Board shall provide the Superintendent the opportunity to resign. If the Superintendent does not elect to resign, the Board shall take a vote at a public meeting. In the event the Board terminates this Contract pursuant to this provision, the Board shall provide separation benefits to the Superintendent in an amount equal to the Superintendent's annual base salary that is in effect at the time of separation (subject to the monetary cap set forth in Indiana Code 20-28-8-6(b)(2)) or the remaining amount of base salary due under the Superintendent's Contract, whichever amount is less.

E. Defense and Indemnification

1. To the extent permitted by law, the board agrees to defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceeding brought against the Superintendent in individual or official capacity as an agent or employee of the Board in connection with any matter arising while the Superintendent was acting within the scope of employment and the Board, by Resolution, determines that the action was taken in good faith as provided by Indiana law.
2. This indemnification provision shall not require the Board to defend or indemnify the Superintendent in any criminal prosecution, in any action to revoke the Superintendent's license or permit from the Indiana Department of Education Division of Professional Standards, or in proceedings brought by the Board to cancel this Contract or to defend or pursue a breach of this Contract.

F. Agreement, Contract Amendments and Contract Construction

1. The parties agree that each has had the opportunity to obtain assistance of counsel in the process of negotiating the terms of this Contract and sufficient time to consider and understand the terms of this Contract.
2. This Contract and the Superintendent's basic teachers contract contain the entire agreement of the parties with respect to the employment of the Superintendent and that any previous agreements, whether written or oral, are fully merged into this agreement, and that no other agreement, statement, or promise other than those contained in this contract shall be valid or binding on either party.
3. Any modification or amendment to this Contract must be approved in writing by both the Superintendent and the Board and in accordance with the law.

4. The laws of the State of Indiana govern this Contract.
5. If any provision of this Contract is declared invalid, illegal, or unenforceable, its invalidity or unenforceability shall not affect any other provision of this agreement.
6. This Contract is public record under the Indiana Access to Public Records Law, IC 5-14-3, and IC 20-28-6-1, pertaining to teacher contracts generally.

Agreed this _____ day of _____, 2022.

Superintendent

Jac-Cen-Del Community School Corporation
Board of School Trustees

President

Vice-President

Secretary

Member

Member