

# SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This contract (hereafter “this Contract”) alters the basic teacher contract for the employment of James W. Hanna as Superintendent by the Board of Education of the Rossville Consolidated School District by consent of the parties in the manner permitted by Indiana Code 20-28-8-6.

## 1. Parties to this Contract and Definition of Terms.

The parties to this Contract are the:

“Superintendent” meaning James W. Hanna; and the

“Board” meaning the Board of School Trustees acting as the governing body of the Rossville Consolidated School District

The term “school year” as used in this Contract means a period beginning on July 1 of one calendar year and concluding on June 30 of the following calendar year.

## 2. Employment of Superintendent and Term of Employment.

The Board employs the Superintendent and the Superintendent agrees to be employed by the Board as the Chief Executive Officer of the Rossville Consolidated School District for an initial period of July 1, 2017 through June 30, 2021, subject to the terms of this Contract.

The parties agree that the Superintendent shall provide services on 260 days during each school year and a proportionate number of work days in each partial school year of employment. These work days shall be provided in accordance with a schedule of work days established by the Superintendent so as to insure the full and competent performance of the duties established in paragraph 3 of this Contract.

The Superintendent’s two hundred sixty (260) scheduled work days shall include sick leave days pursuant to paragraph 4.2 of this Contract, vacation leave days pursuant to paragraph 4.3, personal leave days pursuant to paragraph 4.4 and any other paid leave pursuant to paragraph 4.5 of this Contract.

The Board agrees to review the Superintendent’s performance once each school year during the month of December. If the Superintendent requests prior to April 1, the Board will review the Superintendent’s performance a second time during a school year. If no written evaluation is presented to the Superintendent by January 1 of any year of this contract, the Superintendent’s performance will be presumed to be either effective or highly effective.

### 3. Duties of 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 incorporated into this Contract as a material term by reference from Board policy. The review of the Superintendent's job performance provided in paragraph two of this Contract shall be based upon the duties in this job description. The parties agree that the description of the duties as Superintendent as stated in the Superintendent's job description incorporated into this Contract represent a reasonable division of responsibilities between the policy making responsibility of the Board, and the implementation and management responsibilities of the Superintendent. The parties further agree that this division of responsibilities is consistent with and shall continue to be implemented consistent with the Indiana School Boards Association Code of Ethics for School Board members as adopted by the Indiana School Boards Association.

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 his performance of his duties as Superintendent.

The parties to this Contract further agree that the duties performed by the Superintendent pursuant to this Contract are unique in the School Corporation, and the Superintendent will therefore not be transferred or reassigned by the Board to another position without his written consent.

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 which include maintaining a license from the State of Indiana required for the position of Superintendent.

### 4. Salary & Benefits.

As consideration for the performance of the duties and meeting the qualifications established by the Contract, the Board agrees that the Superintendent shall receive the following:

4.1 Salary.

The Superintendent's base salary shall be one hundred eight thousand dollars (\$108,000) beginning July 1, 2017. The Board agrees if the Superintendent is evaluated as either effective or highly effective using the corporation's evaluation criteria for the previous school year, he shall receive additional compensation of an amount equal to the salary increase awarded to highest compensated teacher as provided through the compensation model component of the Master Teacher Contract between the Rossville Consolidate School District and Rossville Classroom Teachers Association, multiplied by 1.413, when the teacher compensation model is distributed. The Board agrees this additional compensation will be placed either on the base salary of the superintendent or as a stipend in the same manner as provided for a teacher in the Master Teacher Contract. For example: if a teacher receives \$1,000 on his or her base salary, the Superintendent would receive \$1,413 on his base salary; if a teacher receives \$1,000 as a stipend per the compensation model in the contract, the Superintendent would receive \$1,413 as a stipend. The amount paid shall be rounded to the next higher whole number. The Superintendent shall be paid in equal installments on a schedule fixed for all employees of the Board.

4.2. Sick Leave.

The Superintendent shall have available seven (7) paid days for personal illness or illness of a member of the Superintendent's family. Sick leave days, including those transferred from the Superintendent's prior employment, shall accumulate from year to year if unused, but shall not accumulate to exceed two hundred ten (210) sick leave days without the written approval of the Board.

4.3. Vacation Leave.

The Superintendent shall have twenty (20) paid vacation days per year, with the Superintendent being allowed to carry over unused vacation days to an accumulation of twenty five (25) maximum vacation days per year. School holidays and school vacation periods identified in the 180-day district calendar period, plus federal holidays outside of the school calendar are not required working days for the Superintendent and are not counted toward the vacation day allocation.

4.4. Personal Leave.

The Superintendent shall be entitled to three (3) days of leave to conduct personal business per school year. Personal leave days shall accumulate to six (6) days. Personal leave days not used during any year and accumulated beyond the six (6) days shall be added to accumulated sick leave thereafter to the maximum allowed.

4.5. Other Paid Leave.

The Superintendent shall be entitled to paid or unpaid leave in any other circumstance other than sick leave in which paid or unpaid leave is required by the state or federal law or permitted by the Board's policy then in force for paid leave for its certificated employees.

4.6. Health, Life, and Long Term Disability Insurance.

If Superintendent resigns during the school year, his insurance will be discontinued at the end of the month in which his employment by the Board ends.

4.6.1. Health Insurance

The Board's contribution to the cost of Superintendent's health insurance premiums shall be 1.413 times the Board's contribution to teacher health insurance, rounded to the next highest whole dollar for either a single or family plan. The Superintendent shall pay not less than one (1) dollar per year for the health insurance coverage he elects.

4.6.2. Life Insurance

The Board will provide a \$50,000.00 term life insurance policy with an additional \$50,000.00 accidental death and dismemberment provision for the Superintendent. The Board's share of the cost of this policy will be 100%, less \$1.00.

#### 4.6.3. Group Income Protection Plan

The Board will provide a group income protection plan for the Superintendent, in case of a qualifying disability. The group income protection plan requires a (90) ninety-day waiting period and a qualifying condition and shall provide no less than 66% of income.

#### 4.7. ISTRF Employee Contribution.

In addition to the other considerations provided to the Superintendent by this Contract, the Board shall make any contribution to the Indiana State Teachers' Retirement Fund that would otherwise be required to be paid by the Superintendent.

#### 4.8. Auto Allowance.

The Board shall reimburse the Superintendent for business use of an automobile at the Internal Revenue Service (IRS) recognized mileage reimbursement rate. The automobile shall be owned, maintained and insured by the Superintendent as his expense. The Superintendent shall keep records necessary to comply with the Internal Revenue Service and Indiana State Board of Accounts requirements.

#### 4.9. Tax Sheltered Annuity Opportunity as Deferred Compensation.

The Board shall deposit to the Superintendent's 401(a) deferred compensation account an additional compensation amount which is equal to the maximum salary contribution that the Superintendent may contribute under Section 403(b) of the Internal Revenue Code for each school year of employment.

#### 4.10. Business and Professional Expenses.

The Board shall reimburse the Superintendent for appropriate business and professional expenses approved by the Board. Appropriate expenses shall include 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. Professional development conferences which require out-of-state travel or request reimbursement for overnight stay must be approved by the Board of Education.

4.11. Other Benefits.

The Superintendent shall be entitled to all other benefits established by the Board for all certificated employees of the Board. To the extent that benefits for other certificated employees duplicate a benefit provided pursuant to this Contract, the benefit provided by this Contract shall be the benefit provided to the Superintendent.

5. Extension and Non-Renewal of this Contract.

In place of the Contract non-renewal and extension provisions of Indiana law, specifically Indiana Code 20-28-8-7 and Indiana Code 20-28-8-8, which would be applicable to this Contract except for this paragraph of this Contract, the parties agree that this Contract shall automatically be extended one school year on each June 30, beginning June 30, 2018, effective the next day, i.e. on July 1, unless a party gives the other written notice on or before January 1 that the party does not agree to the extension of this Contract. The parties agree that this shall result in a continuous four school year contract unless one party provides timely written notice to the other pursuant to this paragraph or paragraph 6 of this Contract.

6. Cancellation of this Contract.

6.1. Cancellation for Failure to Meet Minimum Qualifications.

The parties agree that at the time of the execution of this Contract, the Superintendent meets the minimum qualifications for the position of Superintendent as stated in the job description incorporated into paragraph 3 of this Contract and that if, at any time the Superintendent no longer meets these minimum qualifications, this Contract shall terminate immediately without any due process or other pre-condition to cancellation except as is necessary to confirm non-compliance.

6.2. Cancellation for Cause.

In addition to cancellation of this Contract for failure of the Superintendent to meet minimum qualifications for continued employment pursuant to paragraph 6.1 immediately above, the parties agree that this Contract may be canceled pursuant to the provisions of Indiana law for termination of superintendent contracts.

### 6.3 Cancellation for Other Reason.

If the Board desires to cancel this Contract prior to the end of the contract term, the Board shall provide the Superintendent with at least thirty (30) days written notice that it intends to cancel this Contract, afford the Superintendent an opportunity for a conference with the Board in executive session, and shall pay to the Superintendent one year's salary and benefits under paragraphs 4.1, 4.3, 4.6, 4.7, and 4.9 of this Contract. The purpose of a conference, if requested by the Superintendent, will be to provide the Superintendent an opportunity to present information and reasons why cancellation is unwarranted, and an opportunity for the Board to reconsider whether or not the cancellation is in the best interest of the School Corporation. Following the conference, unless the Board has decided against cancellation of this Contract, the Board will give the Superintendent an opportunity to resign. After giving the Superintendent an opportunity to resign, the Board may cancel this Contract, with or without cause by a majority vote of a quorum of the Board taken at a public meeting. Upon resignation of the Superintendent or cancellation by the Board as provided in this paragraph, the Board shall pay the described compensation to the Superintendent.

## 7. Defense and Indemnification for Acts as Superintendent.

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 negligent performance of the duties set out in paragraph 3 of this Contract to the fullest extent as defined by the district's liability insurance policy, including claims asserted after the Superintendent is no longer employed by the Board, for actions which occurred during Superintendent's tenure at Rossville Consolidated School District.

## 8. Entire Contract of Parties.

The parties agree that each has had sufficient time to consider and understand the terms of this Contract and that this Contract therefore contains all the agreed terms of employment of the Superintendent by the Board and will not be modified except in a written document making specific reference to this Contract and the specific provision to be modified. Modifications to this Contract shall be approved by both parties in the same manner that this Contract was approved.

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 to the extent that this Contract is inconsistent with the Superintendent's basic teacher contract this Contract replaces, the terms of this Contract shall control.

9. Contract as a Public Record.

The parties agree that this Contract is a public record under the Indiana Public Records Law.

10. Drafting and Construction of this Contract.

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.

AGREED THIS 2<sup>nd</sup> DAY OF MAY, 2017.

SUPERINTENDENT

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BOARD OF SCHOOL TRUSTEES

by: \_\_\_\_\_  
President

attest: \_\_\_\_\_