

**CLINTON CENTRAL SCHOOL CORPORATION
ADDENDUM FOR THE
SUPERINTENDENT OF SCHOOLS BASIC CONTRACT**

The Board of School Trustees of the Clinton Central School Corporation (the “Board”) and, Superintendent of Schools (the “Superintendent”), based on the mutual interest of the Clinton Central School Corporation (“CCSC”) and of the Superintendent, to more completely and precisely define the employment relationship of the Superintendent with the School Corporation and the Board, agree to this Superintendent of Schools Basic Contract Addendum (the “Addendum”) as follows:

1. **Employment.** This Agreement supplements a Regular Teacher’s Contract between the Board and the Superintendent. CCSC hereby employs the Superintendent as its Chief Executive Officer, to perform all the duties and possess all the authority now or hereafter granted to the Superintendent by the laws of the State of Indiana or by the job description and board policies of CCSC currently in effect, or inherent in any of the above or in the position itself, and such additional duties and responsibilities as the Board may delegate to the Superintendent. All additional duties and responsibilities prescribed by the Board shall be consistent with those duties and responsibilities normally associated with the position of superintendent of schools in the State of Indiana. Matters brought to the attention of any member of the Board concerning the Superintendent’s job performance shall promptly be brought to the Superintendent, in writing, for study and recommendation, including any and all criticisms, complaints, suggestions, communications or comments regarding the Superintendent’s performance. Superintendent shall not engage in any other business activity that materially impairs the Superintendent’s ability to perform his job responsibilities as this Agreement contemplates full time employment.

2. **Term of Employment.** The Board employs the Superintendent and the Superintendent agrees to be employed by the Board for a period beginning May 1, 2016 and concluding on June 30, 2018, subject to the terms of this Addendum. The parties recognize that this initial contract term is less than the thirty-six (36) month period contemplated by Indiana Code 20-28-8-6(2), but in accordance with Indiana Code 20-28-8-6(3), the parties are altering the initial term of the contract by mutual consent. The initial term of this contract may be extended to the end of the 2018-2019 school year (i.e., from July 1, 2018 to June 30, 2019) if the Board votes to extend the contract by no later than January 1, 2018 and the Superintendent also consents in writing to such contract extension by January 1, 2018.

3. **Compensation and Benefits.**

A. **Base Salary.** The Superintendent shall be compensated on an annual salary basis, payable in twenty-six (26) equal installments. Effective May 1, 2016, the Superintendent shall have an annual base salary of \$106,000. Salary payments to the Superintendent between May 1, 2016 and June 30, 2016 shall be prorated. ($\$106,000 / 260 \text{ days} = \407.69 daily rate between May 1, 2016 and June 30, 2016)

B. **Flexible Spending Medical Account.** In addition to any and other compensation and benefits to be received by the Superintendent, the Corporation further agrees to deposit \$2,500.00 annually into a flexible spending medical account designated by the Superintendent. The amount shall be deposited on the 1st day of July each year, commencing on July 1, 2016.

C. **Work Year.** Superintendent shall work 260 workdays each contract year with leave days subtracted from this number of workdays. Superintendent shall work in accord with the school calendar including but not limited to when holidays, vacations, or leave days occur except when unusual circumstances require his presence at CCSC.

D. **Holidays and Vacations.** Superintendent shall be entitled to the same paid holidays as are provided to other 12 month administrators. Superintendent shall be entitled to 30 paid vacation days each year. Vacation days must be used within 18 months of their initial accrual or be lost. Vacation days may be taken in half day units.

E. **Leave Days and Illness Days.** Superintendent shall be entitled to 10 personal illness days each year for the term of this agreement. Unused personal illness days shall accumulate up to a maximum of 225 total days. There will be no compensation for any unused personal illness days upon Superintendent leaving CCSC through retirement or any other separation, including disability, voluntary separation or termination.

F. **Insurance.** The Corporation shall provide a term life insurance policy for the Superintendent with a face value of \$250,000.

G. **Housing Allowance.** CCSC will pay the Superintendent a monthly housing stipend beginning May 1, 2016 in the amount of \$1,000.00. The Superintendent acknowledges that this monthly housing stipend will be reported as W-2 wages for Social Security, FICA, Medicare and federal and Indiana income tax purposes.

H. **Conferences.** CCSC agrees to pay all reasonable expenses 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). All expenses that Superintendent desires to have paid or reimbursed by CCSC must be supported with an itemized account of the expenditures and all appropriate receipts.

I. **Mileage.** CCSC shall reimburse the Superintendent for mileage when the Superintendent travels to perform his duties (other than his normal commute to work). The rate of reimbursement shall conform to the IRS rate currently applicable.

J. **Clubs and Organizations.** CCSC shall reimburse the Superintendent for the yearly cost of membership in the Frankfort Rotary Club. CCSC also will pay for professional dues for the Indiana Association of Public School Superintendents and Indiana Association of School Business Officials.

K. **Cell Phone Allowance.** CCSC will pay the Superintendent a cell phone stipend for the school year in the amount of \$960. The Superintendent acknowledges that this cell phone

stipend will be reported as W-2 wages for Social Security, FICA, Medicare and federal and Indiana income tax purposes.

L. **Other Benefits.** Additional fringe benefits will be provided to the Superintendent if the fringe benefit is provided for other 12 month CCSC administrators and is not inconsistent with the terms of this Addendum.

4. **Evaluations.** The Superintendent is responsible for and shall perform those functions as specified in the job description for the position for which the Superintendent is hereby employed, as such 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. The Board will evaluate in writing at least one time annually the performance of the Superintendent, with a final evaluation rating being issued by the Board at the end of each contract year. Such evaluation will be conducted in accordance with Indiana law. If the Superintendent's final evaluation rating for the contract year is either highly effective or effective and if the Superintendent has met the leadership objectives of the Board for the contract year, then the Board may (but is not required to) in its sole discretion grant the Superintendent a one-time performance stipend in the range of \$1,000.00 to \$5,000.00. Any one-time performance stipend granted to the Superintendent pursuant to this provision shall not become part of the Superintendent's base salary.

5. **Work Product.** Upon the termination of this Addendum, the Superintendent shall be permitted to remove his personal property from CCSC. However, all Work Product of CCSC shall be the property of CCSC and shall remain in the possession of CCSC. For purposes of this provision, Work Product is defined as all documents, tangible items, and things that were prepared by the Superintendent or his designee(s) in the scope of his/their employment in written or electronic form, such as correspondence, board reports, graduation documents, dedication documents, and any and all other documents, tangible items and things that reflect action taken on behalf of the school corporation, within the scope of employment, or at the request of the Board.

6. **Outside Activities.** Except as otherwise provided herein, the Superintendent shall direct his full time attention and energy to the business of CCSC. However, subject to prior approval of the Board, he may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which will not affect his duties to CCSC and which are of a short-term duration. The Board may in its sole discretion determine whether the Superintendent will be permitted to draw his salary while engaging in an outside activity that has been pre-approved by the Board pursuant to this provision. If the Board would opt to allow the Superintendent to draw his salary while engaging in an approved outside activity, then any honoraria or other fee paid to the Superintendent in connection with the outside activity shall be transferred to CCSC. However, the Superintendent shall retain the honoraria or fee if he uses vacation leave during the time in which he is performing the outside activity. The Board may (but is not required to) in its sole discretion pay for expenses associated with the Superintendent's performance of an approved outside activity.

7. **Indemnification.** CCSC shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions or legal proceedings brought against him, either in his official capacity as an agent or employee of the Board or in his individual capacity, provided the incident arose while he was acting within the scope of his employment with CCSC. All actions, choices and decisions made, which are customarily and usually considered within the authority and responsibility of an Indiana public school superintendent, or which were made under apparent authority of statute or applicable common law or were specifically or impliedly authorized by the Board, shall be considered within the scope of employment for purposes of this provision. This indemnification provision shall survive the termination of this Addendum.

8. **Contract Cancellation.** The parties agree that the two alternative termination provisions set forth below shall be the sole and exclusive means of cancelling the Superintendent's Basic Teacher's Contract and the Addendum for the Superintendent's Basic Teacher's Contract (hereinafter referred to as the "Superintendent's Entire Contract") prior to their expiration date. Either of the following two alternatives may be utilized by the Board at the Board's discretion to terminate the Superintendent's Entire Contract before its expiration date:

a) 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 et seq.; and

(ii) gives the Superintendent written notice of its intent to cancel the Superintendent's Entire 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.

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 Entire Contract, then the Board will issue written findings that one or more of the statutory reasons for cancellation of a teacher contract exist.

b) Option 2 – The School Board receives written notice from the Division of Professional Standards that the Superintendent no longer holds a license required for the position of Superintendent of Schools from the Division of Professional Standards of the Indiana Department of Education. In the event this circumstance would occur, the Board may terminate the Superintendent's Entire Contract 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 Entire Contract pursuant to this provision.

9. **Miscellaneous.**

A. The Superintendent will furnish to CCSC and will maintain during the term of this Addendum a valid Indiana Superintendent's License and will conform to all legal requirements established by the State of Indiana for a superintendent.

B. This Addendum and the Superintendent's Basic Teacher's Contract constitute the entire agreement between the parties hereto and all prior understandings or agreements between the parties shall be superseded.

C. This Addendum is governed by the laws of the State of Indiana, and shall be subject to the provisions of any applicable state law concerning the terms and conditions of an employment contract between a public school corporation and its superintendent. If, during the term of this Addendum, 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 addendum shall not be affected and shall remain in full force and effect.

D. This Agreement shall be governed by the laws of the State of Indiana.

This Addendum has been approved by the Board of School Trustees of the Clinton Central School Corporation and the Superintendent on April _____, 2016.

SUPERINTENDENT

BOARD OF SCHOOL TRUSTEES OF
THE CLINTON CENTRAL SCHOOL
CORPORATION

By: _____
John Crum, President

Attest:

By: _____
Gina Crenshaw, Secretary