

TIPTON COMMUNITY SCHOOL CORPORATION SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

The Board of School Trustees of Tipton Community School Corporation will convene a public hearing on October 12, 2021, at 5:30 p.m., at the TCSC Community Room, 817 S. Main Street, Tipton Indiana. The purpose of the public hearing is for the Board to meet to discuss and hear objections to and support for a proposed Superintendent's contract to comply with IC 20-26-5-4.3.

It's important to note that these changes to the Superintendent's contract are being done for two basic reasons:

1. To extend the superintendent's contract through June 30, 2024.
2. To make adjustments in the superintendent's health insurance plan. If the superintendent chooses to not participate in health insurance provided by the corporation, he shall be permitted to take the allowance for a family health insurance plan in salary. Should the superintendent choose a single health insurance plan, he shall be permitted to take the difference between the family health insurance allowance and the single health insurance allowance in salary. The insurance allowance will be retroactive to July 1, 2021.

This Superintendent's Contract of Employment (hereafter "Contract") supplements the basic teaching contract of Dr. Ryan Glaze as Superintendent by the Board of School Trustees of the Tipton Community School Corporation 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

- A. The parties to this Contract are: "Superintendent" meaning Dr. Ryan Glaze; and "Board" meaning the Board of School Trustees acting as the governing body of the Tipton Community School Corporation.
- B. 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 Agreement

The Board employs the Superintendent and the Superintendent agrees to be employed by the Board as the Chief Executive Officer and Chief School Administrator of the Tipton Community School Corporation ("TCSC"). The Contract shall continue through June 30, 2024, with extensions of one year as outlined below.

3. Duties

Superintendent is responsible for and shall perform those functions as specified in the job description for the position for which Superintendent is hereby employed, as such may be amended from time to time by the Board. Superintendent shall be responsible to, and shall be subject to, the direct supervision and evaluation of the Board.

Superintendent is also responsible for complying with all directives of the Board, which are authorized by official Board action. In addition, Superintendent shall, during the Contract Term, hold and maintain such state licenses and certifications as may be applicable or required, and shall devote his full work time to the performance of his duties as Superintendent.

4. Contract Term

The Contract Term shall be for three (3) years beginning July 1, 2021 and ending June 30, 2024, or until terminated by either party. The parties agree that the Superintendent shall provide services on two hundred sixty (260) days during each school year. The Contract shall be extended by (1) school year, and on a year-by-year basis for up to, and not to exceed, five (5) additional school years following the expiration of the initial Term, unless the Board, before January 1 of the year in which the contract or extension expires, gives Superintendent written notice that the Board does not wish to extend the Contract.

4. Salary

The Board shall pay to Superintendent an annual salary of One Hundred Twenty-seven Thousand Dollars (\$127,000.00), to be paid in the same manner as salary payments are made to other TCSC administrators. The Board and Superintendent acknowledge and agree that the Board, in its sole discretion, may adjust the manner and amount of Superintendent's Salary (or any other elements of compensation) from time to time during Superintendent's employment with TCSC. Any adjustment in salary made during the life of the contract shall be in the form of an amendment and shall become part of this Contract. The Board will consider the following when determining the amount for each annual salary increase:

A. The Superintendent's evaluation rating;

B. Salary or stipend payments made to teachers pursuant to the Master Teacher's Contract;

The Superintendent shall not be eligible to receive any salary increase in any school year following receipt of an evaluation rating of Ineffective or Improvement Necessary.

5. Evaluation

The Board shall conduct an annual evaluation of Superintendent starting with the 2020- 2021 school year. The Board may, but is not required to, conduct additional mid-year evaluations of Superintendent. Not later than January 31 of each school year, the Board shall establish the written evaluation instrument and the procedures to be used to evaluate Superintendent.

6. Insurance Coverage and Contribution

A. Term Life Insurance. The Board shall make available Term Life Insurance for Superintendent and shall contribute the entire premium per year for \$150,000.00 in coverage.

B. Health Insurance. The Board shall make available Health Insurance for Superintendent and pay a maximum of \$23,199.00 toward a family health insurance plan, or in the alternative, a maximum of \$10,131.00 toward a single plan (or the amount provided to other administrators updated annually due to increases in premiums from our insurance coop). In the event the plan chosen by the Superintendent exceeds the maximum amounts stated herein, the Superintendent shall pay the overage.

If the superintendent chooses to not participate in health insurance provided by the corporation, he shall be permitted to elect to have his annual salary increased by the amount of the employer's contribution into the health plan for that year. Should the superintendent choose single coverage under the health insurance plan, he shall be permitted to elect to have his annual salary increased by the difference between the employer's contribution for family and single coverage for that year. The insurance election allowance will be retroactive to July 1, 2021.

C. Dental Insurance. The Board shall make available Dental Insurance for Superintendent and shall contribute the entire premium per year.

D. Long Term Disability. The Board shall make available Long Term Disability to the Superintendent and shall contribute the entire premium per year for a policy with a benefit amount of 66 2/3% of Superintendent's contracted yearly Salary.

E. Deferred Compensation. The Board shall contribute to TCSC's matching

annuity program at a match of 2% of the Superintendent's contracted yearly Salary.

7. Physical Exam

The Board shall cover the uninsured costs for Superintendent's annual complete physical examination performed by a licensed physician of Superintendent's choosing. The Board will be provided a statement from the physician performing the examination that the Superintendent is fit to perform his duties. Superintendent represents and warrants that he suffers from no physical or mental infirmities that would materially impair Superintendent's ability to perform his duties hereunder.

8. Paid Sick Leave and Personal Leave

A. **Sick Leave.** The Superintendent shall receive ten (10) Sick Leave days per school year, and accumulate up to a maximum of one hundred sixty 160 unused Sick Leave days. The Superintendent shall be allowed to transfer twenty-five (25) accumulated Sick Leave days from his previous employer during the first year of this Contract and five (5) accumulated Sick Leave days from his previous employer each year afterward until all Sick Leave days accumulated from the previous employer have been transferred, or until Superintendent accumulates one hundred sixty (160) days, whichever happens first.

B. **Personal Leave.** The Superintendent shall receive three (3) days of Personal leave per school year without loss of pay. The Superintendent may accumulate up to a maximum of six (6) Personal Leave days. Personal Leave days over the maximum accumulation of six (6) will be added to the Superintendent's Sick Leave accumulation.

10. Vacation Days

The Superintendent shall receive twenty (20) days of paid vacation each year. Vacation days shall be considered earned and available at the start of each school year. Any accumulated vacation days (up to a maximum of 20 days) remaining upon termination of employment shall be paid at the daily rate of the most current contract Salary.

11. Paid Holidays

The Superintendent shall be granted the following holidays per school year including: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day

and the day following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and Fall Break as determined by the Board.

12. Technology

The Board shall provide Superintendent with a laptop comparable to those assigned to other TCSC administrators plus a technology stipend of Eighty Dollars (\$80.00) per month, all of which shall be used for corporation purposes during the Contract Term.

13. Vehicle Allowance

The Board shall provide a stipend of Two Hundred Dollars (\$200.00) per month to Superintendent for the use of his private automobile for corporation business purposes during the Contract Term.

14. Expenses

The Board agrees to pay Superintendent's education-related professional membership dues for those memberships mutually agreed upon. Superintendent shall be permitted to attend a national conference, convention, or seminar each year to enhance his professional skills and knowledge. The Board, in its sole discretion, and upon advance notice and approval, agrees to pay all or some of the Superintendent's reasonable expenses for such events.

15. Consulting

The Superintendent may serve as an adjunct university professor, engage in consulting work, speaking engagements, writing, lecturing, and other professional activities and obligations unrelated to his obligations under this Contract ("Outside Work") provided that such work does not interfere with his duties as superintendent. Superintendent shall utilize vacation or personal business days for the performance of Outside Work. Any fees, stipends, honoraria or publication rights and royalties arising from Outside Work shall be the sole property of the Superintendent. Superintendent shall be solely responsible for all expenses relating to the Superintendent's performance of such Outside Work.

16. Indemnification

To the extent permitted by Indiana law, the Corporation 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 individual capacity, or in his official capacity as agent and employee of TCSC, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigation. The indemnification comes from TCSC only and no

individual board member is to be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings. TCSC will provide liability insurance to support his duty of indemnification.

17. Cancellation of this Contract

The Board may terminate the Superintendent's employment in the administrative position at any time for any reason relevant to the Board's interest, in accordance with the due process procedures set forth in Ind. Code § 20-28-8. If this Contract is terminated, the Superintendent's compensation and benefits will be dictated by the Regular Teacher Contract and applicable collective bargaining agreement. The Superintendent's employment with TCSC pursuant to his or her Regular Teacher's Contract may be terminated in accordance with the due process procedures set out in the Regular Teacher's Contract and in Ind. Code § 20-28-7.5. The Superintendent may terminate his or her employment in the administrative position for any reason or no reason by giving the Board written notice of termination, specifying in such notice a termination date not less than twenty (20) calendar days after giving the notice. Upon the Superintendent's termination of his or her employment in the administrative position, the Board shall be obligated to pay the Superintendent the portion of his Salary that has been earned through the termination date and to pay or provide to the Superintendent such payments or benefits, if any, which accrued before the termination date.

All records, manuals, memoranda, lists, reports, correspondence, charts, and other documents and information pertaining to the past or current activities or future plans of TCSC and/or any property provided by the Board and TCSC for Superintendent's use in the course of his employment with TCSC shall be and remain the property of TCSC and shall be subject at all times to its discretion and control. Likewise, all such items shall be delivered promptly to the Board, without request, by the Superintendent upon termination of Superintendent's employment for whatever reason.

Other than the foregoing, the Board and TCSC shall have no further obligations to the Superintendent under this Agreement.

18. Entire Agreement; No Waiver and Modification.

This Agreement, incorporating the Superintendent's Regular Teacher's Contract, constitutes the entire agreement of the parties on the subjects specifically addressed in it and supersedes any prior oral or written agreements, understandings, or representations, on these subjects. This Agreement, incorporating the Superintendent's Regular Teacher's Contract, replaces any and all prior agreements, understandings, or representations between the Parties and may not be changed except by a written document signed by both Superintendent and a duly authorized officer of the Board. To the extent there is any conflict between the terms in this Agreement and the Superintendent's Regular Teacher's

Contract, the terms of this Agreement shall control.

19. Severability.

If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative.

21. Governing Law.

This Agreement shall in all respects be construed, interpreted, governed, and enforced in accordance with the laws of the State of Indiana, without giving effect to that state's conflict of law provisions.

22. Counterparts.

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one agreement. Signatures transmitted by facsimile or other electronic means are acceptable as much as original signatures for execution of this Agreement.

IN WITNESS WHEREOF, the Superintendent and duly authorized representative(s) of the Board of Trustees of the Tipton Community School Corporation have caused this Agreement to be executed on each party's behalf.

BOARD OF SCHOOL TRUSTEES TIPTON
COMMUNITY SCHOOL CORPORATION

By: _____
SUPERINTENDENT, Dr. Ryan Glaze BOARD PRESIDENT, Gary Plumer

By: _____
Date: BOARD SECRETARY, Jennifer Humrichous