

**GREATER CLARK COUNTY SCHOOLS
INTERIM SUPERINTENDENT'S
CONTRACT OF EMPLOYMENT**

This Contract (hereafter "Contract") serves as an addendum to the Regular Teacher's Contract for the employment of Mark Laughner, as Interim Superintendent of Schools for the Greater Clark County School Corporation, by the Board of School Trustees of the Greater Clark County School Corporation and by consent of the parties in the manner permitted by Indiana Code 20-28-8-6 (1) and (3).

1. Parties to this Contract and Definition of Terms:

The parties to this Contract are the:

"Interim Superintendent" meaning Mark Laughner, and the **"Board"** meaning the Board of School Trustees acting as the governing body of the Greater Clark County School Corporation.

2. Employment of Interim Superintendent and Term of Employment

The Interim Superintendent agrees to be employed by the Board as the Superintendent and Chief Executive Officer of the Greater Clark County School Corporation for an initial term of 113 work days beginning as of January 23, 2019 and ending on June 30, 2019, subject to the terms of this Contract.

This Contract may be terminated prior to the end of the initial term in accordance with the conditions set out in Indiana Code, or by agreement of the parties as set out in 5.a. below.

Any extension of this Contract at the end of the initial term shall be by agreement of the parties.

3. Duties of Interim Superintendent

The parties agree that the duties of the position of Interim Superintendent to be performed pursuant to this Contract are set forth in a job description for the position of Superintendent of Schools which is attached to and incorporated into this Contract as a material term herein by reference:

(H.I.)

(ATTACHMENT A)

The Interim 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

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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 Interim Superintendent and without prior notification and approval by the Board. It is understood that if the Board approves any form of outside employment, the Interim Superintendent will not use corporation time or staff services to prepare for, or perform these services.

The Interim 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 includes maintaining a license from the State of Indiana required for the position of Superintendent.

4. Salary, Continued Employment, and Benefits

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

a. Salary

Mr. Laughner shall be paid his current daily rate of \$489.08 (\$107,597.40 annually for 220 work days) plus an additional daily rate of \$93.81 (\$151,551.17 annually) beginning on January 23, 2019 through June 30, 2019 based on 113 work days for his services as Interim Superintendent.

At such time as the Board has completed its search for a Superintendent of Schools and acts to hire that individual; if prior to June 30, 2019, Mr. Laughner's services as Interim Superintendent shall end and his compensation shall be adjusted accordingly to not less than the daily rate of the position he held when accepting the position as Interim Superintendent.

If as of June 30, 2019, the Board has not completed its search for a Superintendent, the Interim Superintendent's compensation for services shall be re-negotiated and the term for the extension of the Agreement shall be mutually agreed upon by the parties.

b. Continued Employment

At the end of Mr. Laughner's services as Interim Superintendent of Schools, he is guaranteed the opportunity to return to the position he vacated as Principal at Charlestown High School to accept this assignment, unless another administrative position is accepted by Mr. Laughner.

c. Fringe Benefits

The Interim Superintendent shall be entitled to all the provisions of the Certified Administrators and Classified Directors Fringe Benefits Document (hereafter identified as “Fringe Benefits Document”) effective as of the date of this Agreement, or as amended from time to time during this Contract, but not to his detriment with the following modifications:

1. **Salary** - shall be paid as described in item 4.a. of this Contract.
2. **Cell Phone Allowance** – A cell phone allowance of Fifty Dollars (\$50.00) will be paid to Mr. Laughner each month during this Interim period.
3. **Life Insurance** - Life insurance during this Interim period shall remain the same as what is currently provided to Mr. Laughner as Principal of Charlestown High School.

5. Cancellation of this Contract

Cancellation for Failure to Meet Minimum Qualifications

- a. The parties agree that at the time of the execution of this Contract, the Interim Superintendent meets the minimum qualifications for the position of Superintendent as stated in the job description incorporated into paragraph 3, Attachment A of this Contract and that if, at any time the Interim Superintendent no longer meets the minimum licensing qualifications, this Contract shall terminate immediately without any due process or other pre-condition to cancellation, except as is necessary to confirm non-compliance.
- b. This Contract may be altered or rescinded for a new contract at any time by mutual consent of the Board and the Interim Superintendent. The consent must be in writing and must be expressed in a manner not inconsistent with Indiana Code 20-28-8-6(2).

6. Entire Contract of Parties

The parties agree that each has had the right to seek 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 and that this Contract therefore contains all the agreed upon terms of employment of the Interim 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

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modified. Modifications to this Contract shall be approved by both parties in the same manner that this Contract was approved.

7. Savings Clause

If, during the terms of this Contract, it is found that a specific clause of the Contract is illegal in federal or state law, the remainder of the Contract not affected by such ruling shall remain in force.

AGREED THIS 22nd DAY OF JANUARY, 2019.

INTERIM SUPERINTENDENT

**BOARD OF SCHOOL TRUSTEES
GREATER CLARK COUNTY
SCHOOL CORPORATION**

Mark A. Laughner

by: _____
Kathleen Hutchinson, President

Milt Clayton, Secretary

Approved as to form and legality:

April Geltmaker, #25809-49
Attorney for Board of School Trustees
Greater Clark County School Corporation
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(812) 288-4802

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