

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This Contract (hereafter “this Contract”) supplements the basic teaching contract of Dr. Bruce A. Hibbard as Superintendent by the Board of Trustees of the Franklin Township Community School Corporation (“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

The parties to this Contract are the:

“Superintendent” meaning Dr. Bruce A. Hibbard and the “Board” meaning the Board of School Trustees acting as the governing body of the Franklin Township Community School Corporation.

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 & Terms of Employment

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 Franklin Township Community School Corporation for an initial period beginning on July 1, 2017, and concluding on June 30, 2020, subject to the terms of this Contract, including Section 6.

The parties agree that the Superintendent shall provide services for two hundred sixty (260) days during each school year. 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 two hundred sixty (260) work days shall include sick leave days pursuant to Paragraph 4(b) of this Contract and any other paid leave pursuant to Paragraph 4(c) of this Contract.

The Superintendent shall devote the Superintendent’s time, attention, and energy to the business of the School Corporation. However, with the prior approval of the Board, the Superintendent may serve as a consultant to other school corporations or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities that are of a short-term duration. The Superintendent may, with the prior approval of the Board, continue to draw a salary while engaged in the outside activity as described above. In such cases, honoraria paid the Superintendent in connection with these activities shall be transferred to the School Corporation. If the Superintendent chooses to use vacation leave to perform outside activities, the Superintendent shall retain any honoraria paid. In no case will the School Corporation be responsible for any expenses incurred in the performance of such outside activities.

3. Duties of the Superintendent

The parties agree that the duties of the position of Superintendent to be performed pursuant to this Contract are set forth in the Franklin Township School Board Policy Handbook, as amended. The parties agree that the description of the duties as Superintendent as stated in the Board Policy Handbook, as amended, represent a reasonable division of responsibilities between the policy making responsibility of the Board, and the implementation and management responsibilities of the Superintendent.

The Superintendent agrees that the Superintendent's duties pursuant to this Contract represent full employment and the Superintendent will not accept outside employment, perform work as an independent contractor, or engage in any other business pursuit involving the Superintendent's personal services, if any of these activities interfere with the Superintendent's performance of the Superintendent's duties as Superintendent, except only as provided in Section 2 above.

The parties of this Contract further agree that the duties performed by this Superintendent pursuant to this Contract are unique to this position in the School Corporation, and the Superintendent will therefore not be transferred or reassigned by the Board to another position without the Superintendent's written consent unless the Superintendent is on leave, incapacitated or otherwise unable to fulfil the duties of Superintendent as determined by the Board.

The Superintendent agrees that at all times while the Superintendent is employed pursuant to this Contract the Superintendent 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 this Contract, the Board agrees that the Superintendent shall receive the following:

a. 2017-2018 School Year Salary

The Superintendent shall be paid the base salary of One Hundred Eighty Thousand Dollars (\$180,000.00) for the annual period of July 1, 2017 through June 30, 2018, subject to applicable withholdings, payable in accordance with the School Corporation's regular payment practices for Administrators.

b. Salary Raises and Stipend(s) for Years in the Future After the 2017-2018 School Year

The Superintendent will receive the same percentage base salary increase as provided other School Corporation Administrators. In the event that other School

Corporation Administrators receive a fixed amount increase in base salary, the Superintendent shall receive that increase as well. Additionally, the Superintendent will also receive any one-time stipend provided to other School Corporation Administrators.

These future raises are contingent upon the following qualifying requirements:

- 1) This raise will be effective only if the Superintendent was not evaluated as either “needs improvement” or “ineffective” for the school year preceding the year in which the raise would take effect.
- 2) The Superintendent has met the qualifying requirements of the Performance Based Compensation Model applicable to the Superintendent’s position.
- 3) If in any one year administrators do not receive any raise, the Superintendent will not receive any raise.
- 4) Within 30 days of the Board establishing administrative raises for any one year, the Superintendent may submit a written waiver of an increase for that year and in such a case the proposed contract will provide that there will be no raise for that year.
- 5) The Board provides written notice to the Superintendent that it will no longer agree to these future increases for the Superintendent or any increase in any one particular year on or before the date it approves administrative raises.

c. Sick Leave

In the first school year of the Superintendent’s employment, the Superintendent shall have available fourteen (14) paid days for personal illness and ten (10) days each year thereafter. The total unused portion of the annual sick leave allowance shall be added to prior accumulated sick leave days, up to an unlimited accumulation. The Superintendent shall also carryover unused accrued sick leave from the Superintendent’s prior employer.

d. Vacation Days

The Superintendent shall be entitled to twenty (25) paid vacation days annually accumulating to a maximum of 30.

e. Insurance Coverage and Contribution

The Board agrees to pay all of the Superintendent’s health, dental and vision insurance consistent with other School Corporation administrators. In regards to

health insurance, the School Corporation will pay the Superintendent's insurance premiums under Plan 2 of the School Corporation's health insurance plans, except for \$250 for an employee-only plan or \$500 for a family plan which amounts shall be paid by Superintendent. Superintendent's dental and vision insurance coverage will also be provided consistent with other School Corporation administrators.

f. ISTRF Employee Contribution

In addition to the other considerations provided to the Superintendent by this paragraph of 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. All payments to the Superintendent subject to federal income tax and the Superintendent's contribution to the Indiana State Teachers Retirement Fund shall be included in the Superintendent's salary for purposes of the Indiana State Teachers' Retirement Fund.

g. Car Allowance

The Board shall provide the Superintendent with an annual car allowance in the amount of Eight Thousand Dollars (\$8,000).

h. Cellular Phone

The Superintendent is required and it is essential for the performance of the Superintendent's duties to have a cell phone and cell phone service with both voicemail and email capacity. The School Corporation shall provide the Superintendent with a stipend of One Thousand Two Hundred Dollars (\$1,200.00) per contract year payable quarterly at the start of each quarter for reimbursement of the cost of a cell phone.

i. Business and Professional Expenses

The Board shall reimburse the Superintendent for appropriate business and professional expenses. Appropriate expenses shall include the cost of membership and participation in State and National professional associations for educational administrators and expenses related to the Superintendent's attendance at conferences and activities.

j. Retirement

The Board shall pay the Superintendent an additional amount of \$20,000 for the 2017-2018 school year and for each subsequent year thereafter, which the Superintendent may elect but need not contribute to employee elective qualified retirement plans. Each contract year, the Superintendent may complete a salary deferral agreement equal to the Board retirement payment up to the maximum elective deferrals possible to the 403(b) plan. To the extent that the

maximum elective deferrals possible is less than the total Board retirement payments for that contract year, the Superintendent may complete a salary deferral agreement equal to the remaining Board retirement payment amount to the 457(b) plan. The retirement amounts provided hereunder shall be paid to the Superintendent on June 30th of each contract year, and the Superintendent must be employed on such date to receive this payment. These payments will be employee elective contributions. The Superintendent shall be immediately and fully vested in these amounts. The Superintendent may make additional salary deferrals, within the IRS limits, to the 403(b) plan and the 457(b) plan.

k. Other Benefits

The Superintendent shall be entitled to all other benefits established by the Board for all management employees of the Board. To the extent that benefits for other management employees duplicate a benefit specifically provided pursuant to this Contract, the benefit provided by this Contract shall be the benefit provided to the Superintendent. This Contract is further supplemented by the teacher's negotiated agreement between the Corporation and the Franklin Township Education Association:

Article VI (Leaves)

Article VII (Major Disability and Maternity Leave)

Article VIII (Catastrophic Illness Leave Bank)

Article IX G(2) (Three Percent contribution to ISTRF)

Article IX K (Contribution to 401(a), 403(b), and VEBA)

Article X, C, E, F, G, H, J, and K (Group Insurance, Coverage and Benefits)

This Contract, however, shall not be interpreted as providing the Superintendent with rights to VEBA contributions for Administrators and teachers.

The above references are to the 2016-2017 Teacher's Collective Bargaining Agreement and in future Collective Bargaining Agreements will be incorporated regardless of such designation.

l. Moving Expenses

If the Superintendent relocates the Superintendent's residency within the School Corporation's boundaries within the first twelve (12) months of this Contract, the School Corporation will reimburse the Superintendent for moving expenses up to a maximum of Ten Thousand Dollars (\$10,000.00). In order for the Superintendent to be eligible for this reimbursement, the Superintendent must request proposals from moving vendors, and the School District will reimburse at the level of the lowest and most responsible responding vendor.

5. Morality and Ethics Clause

The Contract may be cancelled for cause subject to the notice and hearing rights provided under Indiana Code 20-28-8-7.5. As used herein, “cause” shall mean violation of any Indiana criminal law statute (proven by a preponderance of the evidence), refusal to follow a written directive of the Board, continuing neglect of duty after notice to the Superintendent, or immorality. For purposes of this Contract, Superintendent acknowledges and agrees that immorality as grounds for cancellation of this Contract shall mean conduct offensive to the moral standards of the Franklin Township community that (1) falls below the exemplary standards of behavior for adults and youth that the Superintendent should establish and maintain; or (2) impedes the Superintendent’s job effectiveness. Cancellation of the Contract for cause relieves the Board of any further obligations under this Contract.

6. Extension and Non-Renewal of this Contract

In place of the Contract non-renewal and extension provisions of Indiana law, specifically Indiana Code 20-28-8-7.5, 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 effective the next day, i.e., on July 1, unless a party gives the other written notice on or before the preceding January 1 that the party does not agree to the extension of this Contract. The parties agree that this shall result in a continuous three school year contract unless one party provides timely written notice to the other pursuant to this paragraph.

7. Cancellation of this Contract

a. Cancellation for Failure to Maintain 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(a) 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 it necessary to confirm non-compliance.

b. Cancellation for Other Reason(s)

In addition to cancellation of this Contract under paragraphs 5 and 7(a), the parties agree that this Contract may be canceled pursuant to its own terms in any of the following circumstances:

- (1) By a duly executed, written agreement that is signed by the parties.
- (2) The Superintendent is disabled within the terms of the long-term disability

policy provided by the Board and is entitled to benefits under that insurance policy in the opinion of the insurance company providing that insurance coverage.

- (3) The Superintendent is convicted of a felony under state or federal law.
- (4) The Superintendent notifies the Board of the Superintendent's resignation in writing at least ninety (90) days prior to its proposed effective date and presents a written resignation agreement in which the Superintendent agrees to:
 - (a) Continue to devote the Superintendent's full attention and time to the Superintendent's duties pursuant to this Contract until the effective date of the Superintendent's resignation;
 - (b) Cooperate as requested by the Board in the selection and orientation of a new Superintendent until the effective date of the Superintendent's resignation; and
 - (c) Remain in the employ of the Board for 90 days after the effective date of the Superintendent's resignation, as requested by the Board, to assist in the orderly transition to the new Superintendent.
- (5) The Board provides the Superintendent with at least thirty (30) days written notice that it intends to cancel this Contract and affords the Superintendent an opportunity for a conference with the Board in executive session, and pays the Superintendent a severance in a single lump sum the greater of one half year's salary under paragraph 4(a) of this Contract or the salary due under paragraph 4(a) until the next June 30th. However, any amount due shall not exceed the amounts set forth in Indiana Code § 20-28-8-6(b). 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 interests 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 cause, by a majority vote of a quorum of the Board taken at public meeting. If the Contract is cancelled or the Superintendent resigns under this subparagraph, the above-described severance pay shall be paid within 60 days after termination of the Superintendent's employment to the Superintendent's 401(a) plan account up to the applicable limits, then to the Superintendent's 403(b) plan account up to the applicable limits, then to the Superintendent's 457(b) plan account up to the applicable limits. Any amount of severance pay that cannot be contributed to the

401(a), 403(b) and/or 457(b) plan due to the applicable limits shall be paid directly to the Superintendent in a single lump sum within 60 days after the Superintendent's termination of employment, subject to all applicable withholdings.

c. Waiver of Rights to Due Process and Breach of Contract Remedies

Except as provided in paragraph 5 of this Contract, the parties agree that the provisions of paragraph 7(a) and (b) of this Contract shall be the sole and exclusive means of canceling this Contract or obtaining a legal or equitable remedy for a breach of this Contract.

Except as provided in paragraph 5 of this Contract, in exchange for the agreement to this provision by the other party, the Board and Superintendent waive the application of the termination and non-renewal provisions in Indiana Code 20-28-8-7 and 20-28-8-8, including the hearing requirement under Indiana Code 20-28-8-7, the application of any other procedural requirement or substantive standard imposed by state or federal law, and any action for damages or equitable relief arising out of the cancellation of this Contract except as is necessary to enforce this paragraph of this Contract.

8. 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 performance of the duties set out in paragraph 3 of this Contract to the fullest extent permitted by law. However, the School Corporation's defense and indemnification of the Superintendent shall not apply to any demand, claim or action brought by the Superintendent, including but not limited to demands, claims or actions against the School Corporation.

9. Vesting

The Board contributions (Employer contributions) made to the Superintendent's account with the 401(a), 403(b) and VEBA plans as established by the Teacher Collective Bargaining Agreement shall vest for the Superintendent after five (5) years of service.

10. Entire Contract of Parties

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

11. Contract as a Public Record

The parties agree that this Contract is a public record under the Indiana Public Records Law, Indiana Code 5-14-3, and Indiana Code 20-28-6-2 pertaining to teacher contracts generally.

12. Delay is Not a Waiver

No act or omission or failure or delay by the School Corporation in exercising any right, power or remedy under this Contract shall operate as a waiver of any such right, power or remedy or of any of the School Corporation's rights under this Contract. Superintendent acknowledges that every situation is unique and the School Corporation may need to respond differently to the actions by one employee than to the actions of another employee. Therefore, the failure of the School Corporation to enforce the same, similar, or different restrictions against another employee or to seek a different remedy shall not be construed as a waiver or estoppel to the enforcement of the Contract's restrictions against the Superintendent.

Agreed this _____ day of June, 2017.

Superintendent

Board of School Trustees

Dr. Bruce A. Hibbard

Scott Sullivan, President

Judy L. Shore, Secretary