

**TAYLOR COMMUNITY SCHOOL CORPORATION
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

This Superintendent's Contract of Employment (hereafter "Addendum") supplements the basic teaching contract of Mr. Christopher A. Smith as Superintendent by the Board of Trustees of the Taylor 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 .

The parties to this Contract are the:

- A. "Superintendent" meaning Mr. Christopher A. Smith; and
- B. "Board" meaning the Board of School Trustees acting as the governing body of the Taylor Community School Corporation.
- C. The term "school year" as used in this Addendum means a period beginning on July 1 of one calendar year and concluding on June 30 of the next 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 Taylor Community School Corporation for an initial period beginning on January 1, 2014, and concluding on June 30, 2022, subject to the terms of this Addendum.

The parties agree that the Superintendent shall provide services on 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 Addendum. The two hundred sixty (260) work days shall include sick leave days pursuant to Paragraph 5-B of this Addendum and any other paid leave pursuant to Paragraph 5-C of this Addendum. The Superintendent shall devote the Superintendent's time, attention, and energy to the business of the District.

3. Duties of the Superintendent.

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. In addition, the Superintendent shall, during the term of this Addendum, hold and maintain such state licenses and certifications as may be applicable or required, and shall devote his full working time to the performance of his duties as Superintendent. If the Superintendent desires to engage in outside employment or consulting, then he agrees he will not do so without obtaining prior Board approval.

The Superintendent shall be paid at the applicable federal income tax rate of reimbursement for School Corporation/business use of an automobile.

J. Cellular Phone and Internet Device.

The Superintendent is required and it is essential for the performance of the Superintendent's duties to have a cellphone and cellphone service with both voicemail and email capacity and an internet device. These services shall be paid by the Corporation.

K. Dues/Membership Fees for Professional Organizations.

The Board may pay, at the Board's discretion, for institutional memberships, including IASBO, the Indiana State Superintendents Association, the Superintendents Council, and professional organizations that will assist the Superintendent in enhancing the educational programs of the Taylor Community School Corporation.

L. State and National Conferences.

The Board may pay all reasonable expenses (which is determined in the sole discretion of the Board) for the Superintendent to attend state conferences and one national conference to enhance his professional skills and knowledge, provided the Superintendent receives advance approval from the Board to attend such conference(s) and files itemized expense statements. Overnight stays shall be paid for conferences greater than 75 miles from Taylor Community School Corporation's corporate offices.

M. Moving Expenses, Transition Pay and Other Benefits.

The Superintendent shall be entitled to four (4) days of pay in the amount of \$250.00 per day, to assist the Superintendent with his transition and move. The Superintendent shall also be entitled to reimbursement up to \$5,000.00 for actual moving expenses incurred by the Superintendent. The reimbursement for moving expenses shall be paid only after the Superintendent has provided the Board an itemization of actual moving expenses incurred.

The Superintendent shall also be entitled to all other benefits established by the Board for all teachers employed by the Board in the Taylor Community School Corporation. To the extent benefits for other teachers employed by the Taylor Community School Corporation duplicate a benefit specifically provided pursuant to this Addendum, the benefit provided by this Addendum shall be the benefit provided to the Superintendent.

6. Work Products.

Work products, including, but not limited to, any of the following which were prepared by the Superintendent in written or electronic form, such as correspondence, Board reports, graduation documents, dedication documents, and any and all other documents, either written or electronic, that reflect action taken on behalf of the Taylor Community School Corporation or at the request of the Board, produced during the term of this Addendum shall be the property of the Board and shall remain in the possession of the Board. Upon termination of this Addendum, the Superintendent shall be permitted to remove personal objects and files created during his term except all Work Product shall remain.

7. **Extension and Non-Renewal of this Addendum.**

In place of the Addendum non-renewal and extension provisions of Indiana law, specifically Indiana Code 20-28-8-7.5, which would be applicable to this contract, the Parties agree that consistent with Indiana Code 20-28-8-8, the Superintendent's contract will be extended for twelve (12) months if the Board does not give notice to the Superintendent by July 1 of the year prior to the year the contract expires. However, the Superintendent's contract shall only automatically extend for twelve (12) months if Superintendent receives an "Effective" or "Highly Effective" evaluation from the Board pursuant to paragraph 4.

8. **Termination of this Addendum.**

This Addendum:

- A. Shall be automatically terminated upon the death of the Superintendent.
- B. May be terminated unilaterally by the Superintendent with ninety (90) days written notice to the Board.
- C. May be terminated unilaterally in the event the Superintendent shall, after opportunity for hearing with the benefit of legal counsel, be held by the Board to be guilty of incompetency, immorality, insubordination, or such other offenses recognized as cause, according to law, for cancellation of contract. Insofar as applicable, I.C. 20-28-6-1 through I.C. 20-28-6-9 and 20-28-7.5-1 through I.C. 20-28-7.5-9 are incorporated herein by reference. For purposes of this Agreement, cause shall not be construed to include mere personal or philosophic differences with member of the Board, or dissatisfaction with the Superintendent's management style, as long as the Superintendent faithfully performs his statutory and contractual obligations, or lawful Board directives in a lawful and professional manner.
- D. May be terminated unilaterally by the Board, without cause, but with ninety (90) days written notice to the Superintendent. For purposes of this Subparagraph, termination without cause shall include the failure to renew the terms of the Agreement as provided in Paragraph 7 above unless such failure to renew is for reasons recognized as "cause" for non-renewal under Indiana law. In the event this Agreement is terminated by the Board without cause, the Board shall pay the Superintendent, as severance pay, one (1) year's salary and benefits in a lump sum within thirty (30) days of termination.

9. **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 within the scope of his employment as set out in paragraph 3 of this Addendum to the fullest extent

permitted by law. The provisions of this paragraph exclude criminal conduct or any other conduct that is outside the scope of the superintendent's duties.

10. **Vesting.**

The Board contributions (Employer contributions) made to the Superintendent's account with the 401(A) plan established by Taylor Community School Corporation shall vest in accordance with the vesting requirements for administrators in the Taylor Community School Corporation.

11. **Medical Examination.**

The Superintendent shall undergo a comprehensive medical examination each year to be conducted by a licensed medical doctor of the Superintendent's choice. A statement certifying to the physical competency of the Superintendent shall be requested of the medical doctor, filed with the Secretary of the Board and treated as confidential. The cost of the comprehensive medical examination and medical doctor's certification shall be borne by the Board.

12. **Entire Contract of parties.**

This Addendum 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 Addendum and the specific provision to be modified. Modifications to this Addendum shall be approved by both parties in the same manner that this Addendum 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 Addendum. The parties further agree that to the extent this Addendum is inconsistent with the Superintendent's basic teacher contract it replaces, the terms of this Addendum shall control.

13. **Contract as a Public Record.**

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

Agreed this 9th day of October, 2019.

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