

SUPERINTENDENT'S EMPLOYMENT CONTRACT ADDENDUM TO BASIC REGULAR TEACHER CONTRACT

This contract (hereinafter "this Contract") alters the basic teacher contract for the employment of John A. Scioldo II as Superintendent, by the **Board of School Trustees of the Tell City-Troy Township 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 John A. Scioldo II and the "Board" meaning the Board of School Trustees of the Tell City-Troy Township School Corporation of Perry County, Indiana.

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 & Length of This Contract.

The Board employs the Superintendent and the Superintendent agrees to be employed by the Board of the chief executive officer of the Tell City-Troy Township School Corporation for a period beginning on July 1, 2019~~8~~ and concluding June 30, 2024~~1~~ subject to the terms of this Contract.

Failure to notify the Superintendent by January 1 each year will automatically result in a one year extension.

The parties agree that the Superintendent shall provide services pursuant to this Contract of two hundred and sixty (260) days during each school year and a proportionate number of workdays in any partial school year of employment. These work days shall include sick leave and vacation leave in accord with this Paragraph and Paragraphs 4(b) and 4(c) of this Contract, and 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. This schedule shall be submitted in writing to the President of the Board each June for the following school year. Changes in the schedule of the Superintendent's work days during the school year shall be submitted to the Board President in writing.

The Superintendent shall have thirty-seven (37) paid vacation days within the two hundred and sixty (260) day work year established above, and shall earn ten (10) sick leave days pursuant to Paragraph 4(b) of this Contract. In addition, the Superintendent shall be eligible for any paid or unpaid leave days provided for administrative employees of the Board.

3. Duties of the Superintendent.

The parties agree that the duties of the position of the Superintendent to be performed pursuant to this Contract are set forth in a description of the position. The Board's review of the Superintendent's performance provided for herein shall be based upon the performance of the duties in the description of the position attached hereto. If there are any discrepancies or conflicts in the provisions of the description of this position and the terms of this contract, the terms of this contract shall control. The parties agree that the duties as Superintendent as stated in the description of the position of Superintendent represent a reasonable division of responsibilities between the policy making responsibility of the Board, and the policy implementation and management responsibilities of the Superintendent as the chief executive officer of the School District.

The parties further agree that the division of responsibilities between the Board and Superintendent shall be interpreted and implemented consistent with the Indiana School Board Association's Code of Ethics for School Board Members.

The parties to this Contract further agree that the duties performed by the Superintendent pursuant to this Contract make the position of Superintendent a unique position in the Tell City-Troy Township School Corporation, and the Superintendent will therefore not be transferred or reassigned by the Board to another position without his written consent.

The 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 include maintaining a license from the Department of Professional Standards of the Indiana Department of Education for the position of Superintendent.

The board will evaluate in writing at least one time annually the performance of the Superintendent. Such evaluation will be conducted in accordance with Indiana law. If the Superintendent is evaluated as either highly effective or effective, then the Board may (but is not required to) in its sole discretion grant to the Superintendent a compensation increase.

4. Salary & Benefits.

In exchange for the Superintendent's performance of the duties of the position of Superintendent and meeting the qualification standards for the position of Superintendent, the Superintendent shall receive the following:

a. Basic Salary.

The Superintendent shall be paid a basic salary of One Hundred Seven Thousand, Seven Hundred Dollars (\$108,540) for each school year of employment to this Contract.

b. Sick Leave

In each school year, the Superintendent shall be credited with ten (10) paid days for personal illness or illness of a member of the Superintendent's immediate family.

The Superintendent has accumulated unused sick days from his previous employer. The Superintendent shall be entitled to transfer twenty (20) unused sick leave days from his previous employer each year beginning July 1, 2014 until all such sick leave days have been transferred from his previous employer or the Superintendent's employment with the School Corporation terminates, whichever occurs first.

If not used, all sick leave days shall accumulate from year to year, but shall not accumulate to exceed one hundred and twenty (120) sick leave days. Any accrued and unused sick leave days that the Superintendent has upon separating employment with the School Corporation will be paid to the Superintendent at a rate of \$100 per day, provided the Superintendent is not terminated from employment for cause. If the Superintendent is terminated from employment for cause, then the Superintendent shall not be paid for any accrued and unused sick leave days.

c. Vacation Leave and Other Paid & Unpaid Leaves.

The Superintendent shall earn thirty-seven (37) paid vacation days within the two hundred and sixty (260) day work year established in paragraph 2 of this Contract.

- The Superintendent shall be allocated thirty-seven (37) paid vacation days annually by the first pay in July.
- Vacation days that are not used/encumbered by June 30 of the following year shall be sold back to the school corporation at the Superintendent's daily rate.
- The maximum number of vacation days the school corporation will buy back each calendar year is fifteen (15). Any days over fifteen (15) shall be forfeit.
- The daily rate at which the Superintendent's vacation days are bought back each year will be calculated as follows: \$108,540 divided by 260 days = \$417.46 per day

The Superintendent is entitled to nine (9) paid holidays annually, namely, Labor Day, Thanksgiving, the Day After Thanksgiving, Christmas Eve & Christmas Day, New Year's Eve & New Year's Day, Memorial Day and Independence Day (July 4th).

The Superintendent shall also be entitled to paid or unpaid leave in any other circumstance other than sick leave in which paid or unpaid leave is required by state or federal law or permitted by the Board's policy then in force for paid leave for its administrative employees.

d. Annuity Contribution.

The Board will contribute the sum of Eight Thousand Dollars (\$8,000) annually into an annuity plan. The annuity plan will be selected by John A. Scioldo II and be subject to reasonable approval by the Board. The board agrees that the superintendent is vested fully and is entitled to the full amount of plan (there is no vesting period).

e. Board Assumption of the Superintendent's ISTRF Employee Contribution.

In addition to the other forms of compensation provided to the Superintendent by this Paragraph of this Contract, the Board shall make the contribution to the Indiana State Teachers' Retirement Fund that would otherwise be required to be paid by the Superintendent.

All payments to the Superintendent constituting "basic salary", and any reductions in basic salary as the result of a salary reduction agreement shall be included in the Superintendent's "annual compensation" for purposes of reporting to the Indiana State Teachers' Retirement Fund.

f. Business and Professional Expenses.

The board shall provide a monthly allowance of \$400.00 toward the maintenance and operational costs of the Superintendent's personal vehicle.

The Board shall reimburse the Superintendent for business and professional expenses that have been pre-approved by the Board. Appropriate expenses that may be eligible for reimbursement upon pre-approval by the Board include the cost of membership and participation in state and national professional associations of educational administrators, mileage for business use of the Superintendent's personal vehicle for travel related to School District business, and expenses related to the Superintendent's attendance at conferences and activities pre-approved by the Board. The Board agrees that the Superintendent shall be permitted to attend the joint conference, the annual conference and the one day conference held by the Indiana Association of Public School Superintendents without obtaining pre-approval of the Board.

g. Other Benefits.

The Superintendent shall be entitled to all other benefits established by the Board of administrative employees of the Board. To the extent that benefits for other administrative employees duplicate the benefit pursuant to this Contract, the benefit provided by this Contract shall be the benefit provided to the Superintendent.

~~The Superintendent is eligible for one time reimbursement of moving expenses up to \$7,500 based upon submission of acceptable invoices/receipts.~~

5. Cancellation of this Contract.

As used in this Paragraph of this Contract, "cancellation" or "cancel" means an action by the Board or Superintendent to terminate this contract prior to its expiration date.

a. Cancellation Upon the Superintendent's Failure to Maintain a Superintendent's License.

The parties agree that at the time of the execution of this Contract, the Superintendent is properly licensed by the State of Indiana to be a superintendent of an Indiana public school corporation, and that if this licensure expires or it is revoked or cancelled for any reason, this Contract shall terminate immediately upon written certification of the status of the Superintendent's license from the Division of the Professional Standards of the Indiana Department of Education, or a successor agency with the responsibility to license public school superintendents in the State of Indiana.

b. Cancellation by Mutual Agreement.

The parties may terminate this Contract on any date if the Board and the Superintendent agree in writing to such termination.

c. Cancellation for Cause.

The Board may terminate the Superintendent's Contract for cause before its expiration date if the Board:

- (i) Initiates cancellation for cause for one or more of the statutory reasons for cancellation of a teacher contract contained in Indiana Code 20-28-7.5-1(e); and
- (ii) Gives the Superintendent written notice of its intent to cancel the Superintendent's Contract for cause and provides the Superintendent the opportunity to have a

private conference 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.

- (iii) If the Superintendent requests a hearing with the Board under paragraph (c) (ii) herein, and if the board would subsequently vote in a public meeting to approve the termination of the Superintendent's Contract, then the Board will issue written findings that one or more of the statutory reasons for cancellation of a teacher contract contained in IC 20-28-7-5.1(e) exist. The Superintendent's Contract will be cancelled effective immediately upon the Board's vote, and the Superintendent shall not be entitled to any further pay or benefits unless otherwise required by law.

d. Cancellation Upon the Superintendent's Resignation.

The Superintendent's Contract shall be cancelled if the Superintendent resigns his employment with the School Corporation. If the Superintendent desires to resign his employment, then the Superintendent must give the Board at least sixty (60) days written notice prior to the effective date when such resignation would become effective.

~~Waiver of Claims Based Upon Cancellation of This Contract.¶¶~~

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~~The parties agree that the provisions set forth above shall be the sole and exclusive means of cancelling or terminating this Contract before the expiration of its term. The Board and Superintendent each waive the application of the contract cancellation/termination provisions in Indiana Code 20-28-7.5 et seq. and Indiana Code 20-28-8-7 as well as the application of all other procedural and substantive requirements, standards, and remedies available under state or federal law, and any claims or actions for damages or equitable relief under any theory of recovery including but not limited to a recovery for breach of contract, tortious conduct, or violation of a statutory or constitutional right.~~

6. 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, indemnify, and hold the Superintendent harmless for all claims, demands and judgments arising out of the performance of his duties as Superintendent, to the fullest extent permitted by law.

7. Process of Developing the Terms of This Contract, Entire Contract, & Modification of this Contract by Agreement of the Parties.

Each party agrees that they have a sufficient time and opportunity to seek the assistance of counsel as they evaluate the terms of this Contract. The parties further agree that this Contract contains all the agreed terms of employment of the Superintendent by the Board, and this Contract 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 effective when approved by both parties in the same manner that this Contract was approved, unless a later date is specifically provided for the modification.

For purposes of the construction and interpretation of this Contract, the parties agree that each had an equal opportunity to participate in the drafting of this Contract, and neither party shall be considered the primary drafter of this Contract or any particular language contained in it.

Agreed to this 18th day of December, 2018.

Superintendent

John a. Scioldo II

Date

Board of School Trustees

By: _____
President

Date

Attest: _____
Secretary

Date