

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THIS SUPERINTENDENT'S CONTRACT OF EMPLOYMENT ("Contract") is entered into by and between Mike Keaffaber ("Superintendent") and The Metropolitan School District of Wabash County Indiana, by its Board of Trustees ("District").

The parties agree that the Superintendent shall be employed as the District's superintendent on the following terms and conditions:

1. Term of Employment.

1.1. The original term of this Contract shall commence July 1, 2020, and terminate on June 30, 2023, however, the term of this Contract shall automatically be extended one (1) school year on July 1, 2021, and then for one (1) additional school year on each successive July 1 thereafter, unless one party gives the other written notice of non-extension on or before the preceding December 31, subject to the provisions of I.C. 20-28-8-6 which states that this Contract may not be extended for more than five (5) additional years beyond its original term. The parties acknowledge that this shall result in a continuous three (3) year Contract, absent notice of non-extension as provided herein. Nothing herein shall prohibit cancellation of this Contract pursuant to the provisions of Paragraph 5.

1.2. The Superintendent shall provide services on two hundred sixty (260) days during each school year and a proportionate number of work days in each partial school year of employment. For purposes of this Contract, a "school year" shall be defined as a period beginning on July 1 of one calendar year and concluding on June 30 of the following calendar year. These work days shall be provided in accordance with a schedule of work days established by the Superintendent and the District so as to ensure the full and competent performance of the duties established in Paragraph 2. The Superintendent's two hundred sixty (260) scheduled work days shall include vacation days, sick leave days, and any other leave granted pursuant to this Paragraph.

2. Duties of the Superintendent.

2.1. The Superintendent shall perform those duties customarily associated with being a superintendent of an Indiana school corporation and those assigned to him by the Board of Trustees from time to time. The Superintendent shall perform all duties to the reasonable satisfaction of District's Board of Trustees ("Board"), and shall be bound by all of the District's applicable policies, rules and regulations that are now in effect or may hereinafter be enacted or amended.

2.2. Unless otherwise approved by the Board, the Superintendent shall not accept outside employment, perform work as an independent 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 Superintendent.

2.3. At all times while employed as Superintendent, the Superintendent will meet the minimum qualifications for the position of Superintendent and maintain a Superintendent license from the State of Indiana.

3. Evaluation of the Superintendent

3.1. The Board will review the Superintendent's performance not less than annually each year. The evaluation instrument shall be in accordance with the requirements of I.C. 20-28-11.5-1 *et seq.* The Board and Superintendent will annually review the evaluation instrument and determine weight given to each evaluation component on or before September 30 of each year. A cumulative evaluation will be completed by the end of any calendar year beginning 2020.

4. Salary and Benefits. The Superintendent shall receive the following compensation and benefits:

4.1. Base Salary. For the initial school year, the Superintendent shall be paid a base salary of One Hundred Twelve Thousand Dollars (\$112,000.00). The Superintendent will be paid in twenty-four (24) equal bi-monthly installments on a schedule fixed for all employees of the Corporation.

Beginning with the Superintendent's evaluation based on the 2020-2021 school year and each school year thereafter, if the overall rating of the evaluation of the Superintendent's job performance is "effective" or "highly effective," then the Superintendent's salary may be increased in an amount commensurate with increases given to other District personnel. Any increase will be effective retroactively to July 1 of the current school year. The Superintendent shall not be entitled to automatically receive salary increases granted to teachers pursuant to the Master Teacher's Contract.

4.2. Vacation Leave. In each school year, the Superintendent shall be granted paid vacation days in accordance with the School Corporation's Administrators' Benefit Schedule. The number of paid vacation days granted to the Superintendent via the Administrators' Benefit Schedule is twenty (25) days per year. Vacation days must be taken within the 12-month period beginning July 1st. Up to a total of ten (10) unused vacation days may be carried over for use in subsequent school years.

4.3. Personal Business Days. In each school year, the Superintendent shall receive two (2) personal business days in accordance with the Administrators' Benefit Schedule.

4.4. Personal Illness and Family Illness Day.

4.4.1. For each school year, the Superintendent shall receive ten (10) personal illness and family illness days in accordance with the Administrators' Benefit Schedule. For purposes of this Contract, "family illness" is defined by the Administrators' Benefit Schedule. Unused illness days shall accumulate from year to year.

4.4.2. To date, the Superintendent has accumulated two hundred (200) unused sick leave days. Upon termination of the Superintendent's employment, unless termination is for cause for one or more of the statutory reasons for cancellation of a teacher contract contained in Indiana law, his accumulated unpaid sick days shall be converted to deferred compensation at the Superintendent's per diem base salary rate in effect as of

date of termination, but in an amount not to exceed the lesser of twenty thousand (\$20,000) or the IRS maximum contribution.

4.5. Bereavement Leave. A bereavement leave extending for not more than five (5) consecutive days shall be allowed immediately after the death of an immediate family member. The definition of immediate family is defined by the Administrators' Benefit Schedule. Bereavement leave for any person not in the Superintendent's immediate family must be approved by the Board.

4.6. Other Paid and Unpaid Leave. For each school year, the Superintendent shall be granted all paid and/or unpaid leave required by state or federal law. The Superintendent shall also be granted any paid and/or unpaid leave that is authorized by the District's policies then in force for its administrative employees in the Administrators' Benefit Schedule, including the District's recognized legal holidays each school year.

4.7. Health, Vision and Dental Insurance.

4.7.1. The District shall offer health insurance participation options consistent with the District's health insurance plan benefits provided to employee groups. Said health insurance shall include the Superintendent's choice of single or family health plan options as well as options dental and vision insurance. Each school year the District shall pay 90% of the premium amount toward the Superintendent's premium for the health plan option chosen by the Superintendent as determined by the Administrators' Benefit Schedule. If the Superintendent opts for a single or family health plan with a high deductible as an alternative, the District shall pay the annual premium at the rate of 90% of Plan 1 difference towards a Health Savings Plan.

4.7.2. The School Corporation shall pay for a single plan per year for the Superintendent from the date of retirement until the end of the month that the Superintendent reaches the eligible age for Medicare. If the Superintendent retires from the School Corporation prior to reaching the age of full Medicare eligibility, he, and his spouse, shall continue to receive coverage under the health insurance program provided by the District. The Superintendent, as a retiree, shall assume the financial responsibility for the

payment of premiums above the cost of the single plan for his spouse. The benefit would end at the time of reaching age of full Medicare eligibility for him and/or his spouse.

4.8. Term Life Insurance. The District will provide to the Superintendent a term life insurance policy in an amount (to the nearest \$1000) equal to 2.0 times the base salary. The Superintendent shall pay one dollar (\$1.00) toward the cost of the annual premium with the District paying the remaining amount. If the Superintendent retires from the School Corporation prior to reaching the age of full Medicare eligibility, he shall continue to receive coverage under the life insurance program provided by the District. The Superintendent, as a retiree, shall assume the full financial responsibility for the payment of premiums. The benefit would end at the time of reaching age of full Medicare eligibility.

4.9. Long Term Disability Insurance. The District shall provide the Superintendent with long term disability insurance under the same terms and conditions as provided under the Administrators' Benefit Schedule. The Superintendent shall pay one dollar (\$1.00) toward the cost of the annual premium with paying the remaining amount.

4.10. ISTRF Employee Contribution. The District will make any contribution to the Indiana State Teacher's Retirement Fund that would otherwise be required to be paid by the Superintendent.

4.11. Tax Sheltered Annuity. The District will contribute annually to the Superintendent's Section 403(b) tax sheltered annuity plan and VEBA, divided equally between the two annuities, in the combined annual amount of Eight Thousand Dollars (\$8,000.00), in equal monthly installments. The Superintendent shall be vested in tax sheltered annuities and VEBA upon executive of this Contract. Contributions will be included in the annual salary amounts reported to the Indiana Teacher Retirement System. The Superintendent may also elect to have salary increases treated as additional contributions to tax sheltered annuities.

4.12. Automobile Allowance. The Superintendent shall receive reimbursement for mileage based on the current rate adopted for travel outside the School Corporation boundaries as approved by the Board.

4.13. Technology Stipend. The Superintendent will maintain a cellular phone with email capabilities for business purposes. The District will pay to the Superintendent a monthly stipend of Thirty Dollars (\$30.00) in accordance with the Administrators' Benefit Schedule that he may apply toward the cost of his cellular phone that he maintains for business purposes.

4.14. Business and Professional Expenses. The District shall pay all reasonable expenses (which is determined in the sole discretion of the Board) for the Superintendent to attend state and national conferences to enhance his professional skills and knowledge, provided the Superintendent receives advance approval from the Board to attend such conference(s), and to pay for institutional memberships for professional organizations or membership fees for professional organizations that the Superintendent desires to join (IAPSS, AASA, IASBO, ASCD, PDK, UWVSSC), provided the Superintendent receives advance approval from the Board prior to joining such professional organization(s).

4.15. Other Benefits. The Superintendent may receive all other benefits established by the Board for all other administrative and certified employees of the School Corporation provided such benefits are consistent with the terms of this Contract and are specifically approved by the Board for the Superintendent.

5. Contract Cancellation. The parties agree that the three alternative cancellation provisions set forth in this Paragraph shall be the sole and exclusive means by which the Board may in its discretion cancel (i.e., terminate) the Superintendent's basic teacher contract and this Contract (hereafter collectively referred to as the "Superintendent's Contracts") prior to their expiration date.

5.1. Cancellation Option #1. The Board:

5.1.1. initiates cancellation for cause for one or more of the statutory reasons for cancellation of a teacher contract contained in Indiana law;

5.1.2 gives the Superintendent written notice of its intent to cancel the Superintendent's Contracts for cause and provides the Superintendent the opportunity to have a hearing 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 cancellation;

5.1.3. If the Superintendent requests a hearing with the Board under Paragraph 5.1.2 herein, and if the Board would subsequently vote in a public meeting to approve the termination of the Superintendent's Contracts, then the Board will issue written findings that one or more of the statutory reasons for cancellation of a teacher contract contained in Indiana law exist; and

5.1.4. If the Board votes to cancel the Superintendent's Contract for cause, then the Superintendent shall be entitled to no further salary or benefits unless such compensation is otherwise required to be offered or paid by law

5.2. Cancellation Option #2. The Board:

5.2.1. follows this no fault cancellation or expiration procedure:

5.2.1.1. provides the Superintendent with at least thirty (30) days written notice that it intends to cancel or let expire the Superintendent's Contracts without a finding of fault;

5.2.1.2. affords the Superintendent an opportunity for a private conference with the Board in executive session. The purpose of a private 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 or expiration is in the best interests of the School Corporation;

5.2.1.3 following the private

conference, unless the Board has decided against cancellation or expiration of the Superintendent's Contracts, the Board will provide the Superintendent an opportunity to resign or retire; and

5.2.1.4. after giving the Superintendent an opportunity to resign or retire, the Board may cancel or let expire the Superintendent's Contracts, without cause, by a majority vote of the Board taken at a public meeting; and

5.2.2. after applying the above no-fault cancellation or expiration procedure, the School Corporation shall provide separation benefits to the Superintendent in an amount equal to the Superintendent's annual base salary that is in effect at the time of separation (subject to the monetary cap set forth in Indiana Code 20-28-8-6(b)(2)) or the remaining amount of base salary due under the Superintendent's Contract, whichever amount is less. The School Corporation shall also continue to provide health insurance benefits in the amount stated in this Contract until the Superintendent secures alternative employment that offers health insurance benefits or for one calendar year post separation, whichever occurs first.

5.3. Cancellation Option # 3. If the Board receives written notice from the Division of Professional Standards that the Superintendent no longer holds a Superintendent's license from the Division of Professional Standards of the Indiana Department of Education. In the event this circumstance would occur, the Board may terminate the Superintendent's Contracts immediately upon providing written notice to the Superintendent and voting by majority vote to cancel the Superintendent's Contracts under this provision. The Superintendent waives all statutory and constitutional due process procedures that he would otherwise be entitled to receive by law in the event the Board cancels the Superintendent's Contracts pursuant to this provision. If the Board votes to cancel the Superintendent's Contracts pursuant to the provisions contained herein, then the Superintendent shall be entitled to no further salary

or benefits unless such compensation is otherwise required to be offered or paid by law.

6. Defense and Indemnification. The District agrees to provide the Superintendent with legal counsel selected and paid for by the District 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 2 of this Contract to the fullest extent permitted by law. The provisions of this Paragraph exclude criminal conduct, malfeasance in employment, all conduct that is outside the scope of the superintendent's duties, any litigation in which the Superintendent is an adverse party to the District, and all liabilities, costs and/or damages that are predicated on, or arise out of bad faith on the part of the Superintendent.

7. Entire Agreement and Contract Construction. This Contract alters the Superintendent's basic teacher contract and contains all the agreed terms of employment of the Superintendent by the District. If required for purposes of compliance with a standard or request of the State Board of Accounts of the State of Indiana, the parties 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 this Contract is inconsistent with the Superintendent's basic teacher contract, the terms of this Contract shall control. For purposes of the construction and interpretation of this Contract, both parties participated in the drafting of this Contract and neither party shall be considered the drafter of this Contract or any particular language contained in this Contract.

8. Contract as a Public Record. The parties agree that this Contract is a public record under the Indiana Public Records Law.

9. Governing Law and Severability. This Contract shall be governed by the laws of the State of Indiana. If, during the term of this Contract, any specific clause or provision thereof is determined to be illegal or in conflict with State or Federal law, the illegal or conflicting provision shall be

deemed void. The remainder of the Contract shall not be affected and shall remain in full force and effect.'

Executed this _____ day of _____ 2020.

METROPOLITAN SCHOOL DISTRICT OF
WABASH COUNTY

Mike Keaffaber, Superintendent

By: _____
Todd Dazey, President

Attest: _____
Todd Topliff, Secretary