

## **SUPERINTENDENT'S CONTRACT**

THIS AGREEMENT made and entered as of the date written below, by and between SOUTH CENTRAL COMMUNITY SCHOOL CORPORATION, of La Porte County, Indiana, by its Board of School Trustees, hereinafter referred to as "Employer", and Benjamin C. Anderson, hereinafter referred as "Employee." It is understood that this Contract shall take effect on the 1st day of July, 2022 and continue until its conclusion.

WITNESSETH:

1. **TERM**

Employer does hereby employ Employee to be Superintendent of the public schools of the South Central Community School Corporation for a period of three (3) years beginning on the 1st day of July, 2022, and ending on the 30<sup>th</sup> day of June, 2025.

2. **PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF THE SUPERINTENDENT**

A. Employee represents that he is the holder of a Superintendent's License issued under authority of the State of Indiana.

B. Employee, in consideration of the promise of Employer to pay the salary set out during The Contract agrees to do and perform all of the various duties connected with and pertaining to the office of the Superintendent of the Public Schools of the South Central Community School Corporation, La Porte County, Indiana, and to supervise, direct and determine, subject to the approval of the Board of School Trustees, all matters relating to the courses of study, methods of instruction, adoption of textbooks, supervision

of children and teachers, custodial services, assignment of teachers and employment of teachers. Employee agrees to assume responsibility for the character of the school system, for discipline and for personnel employed by the school system, and to keep such records of the Employer as shall show to the Board of School Trustees at all times the true condition of the school system.

C. The Employee shall organize, reorganize, and arrange the administrative and supervisory staffs, including instruction and business affairs which in his judgment best serves the Employer. The responsibility for selection, placement and transfer of personnel shall be vested in the Employee, subject to the approval by the Board. The Board, individually and collectively, will refer promptly to all criticism, complaints and suggestions called to its attention to the Superintendent for study and recommendation.

### 3. **OUTSIDE ACTIVITIES AND PROFESSIONAL GROWTH**

A. The Employee shall engage in no outside activities which materially interfere or conflict with his duties and responsibilities to the South Central Community School Corporation. He shall be allowed to Coach for the 2022-2023 season only.

B. The Corporation will pay Employee's membership to any professional organization and Employee's dues for any civic organization joined.

C. It is understood and agreed that the Employer shall pay the necessary and reasonable traveling expense of the Employee when required to make any trips outside the boundaries of Employer for the purpose of employment of teachers or in conducting any

other business of said Employer. It is also understood that the Employer will pay the expenses incurred by the Employee in attending any approved professional meetings. It is further agreed that the basis for such payments shall be the actual expenses involved. Employer shall also pay the membership dues for Employee's membership in the American Association of School Administrators and the Indiana Association of Public Superintendents. Mileage will be reimbursed at the I.R.S. rate. Mileage reimbursement will not include travel to and from work.

4. **COMPENSATION**

A. Employer, in consideration of the services to be performed by Employee and the covenants herein contained of Employee, agrees to pay as salary for such services of Employee, the sum of \$115,000.00 for the 2022-2023 and 2023-2024 school year and \$118,000.00 for the 2024-2025 school year, and is to be paid in twenty-four (24) equal payments to the Employee. The Employer retains the right to increase the salary of the Employee during the term of this contract. Any increase in salary made during the life of this contract shall be in the form of an amendment and shall become a part of this contract, but it shall not be considered that the Board has entered into a new contract with the Employee or that the termination date of this contract has been extended solely as the result of the salary increase. The Employer may, by specific action, extend the termination date of the existing contract.

B. The Employee shall receive \$200,000.00 in term life insurance coverage provided by the Employer (so long as Employee is insurable) which will continue through eligibility for Medicare or age 65, whichever is longer, for \$1.00 per year.

C. The Employee shall receive twenty (20) days of vacation time each year during the term of this Agreement. However, the parties agree that he shall not take more than two (2) consecutive weeks of such vacation without first receiving approval of the Employer. Such vacation time shall be cumulative; provided, however, that no more than ten (10) working days may be deferred from one calendar year to another. Any deferred must be taken within six (6) months or forfeited.

D. The Employee shall be granted twelve (12) PTO days annually. Unused PTO days will be paid at the Employees' daily rate each July.

F. Funeral leave not to exceed five (5) school days excluding the day of death shall be granted without reduction in pay by reason of death of a husband, wife, son, daughter, brother, sister, father, mother, father-in-law, and mother-in-law. Three (3) school days shall be granted for grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent of spouse, grandchild, aunt, uncle, niece and nephew.

G. The Employee shall be afforded all other leaves that are normally given to other employees such as, but not limited to: jury duty leave, court leave and disability leave.

H. The Employee shall be granted the paid holidays specified in school policy

for 12 month employees. If any of the holidays fall on a Saturday or Sunday, they will be afforded as per Board policy or administrative directive.

I. The Board will provide the Employee with a Disability Insurance Policy as provided for members of the administrative staff. The Board will also provide the Employee and his dependents with full health care insurance benefits during the term of this contract, of which the Board will pay all but One Dollar (\$1.00) of the premium. If the death of the Employee occurs during the contractual period, the Board will provide the above-mentioned benefits to his immediate dependents for a period of three (3) calendar years.

J. The School Corporation will furnish the Employee a Tablet and pay the monthly service charge for such use in school communications and necessary communications away from school.

K. The Employee shall receive a car allowance in the amount of \$400.00 per month.

L. For each year of this employment contract, the Employee will be eligible for Performance Compensation. The Performance Compensation will be based on successful completion of all provisions of the mutually agreed upon goals and objectives and evaluation as described in Paragraphs 8 and 9 below. The Employer will evaluate the Employee's achievement of these performance criteria each year as part of his performance evaluation. The Performance Compensation will be capped to a maximum of five percent (5%) of the Superintendent's base salary and will be paid in a lump sum to

the Employee no later than forty-five (45) days following the board's decision to grant the Performance Compensation.

5. **PROFESSIONAL LIABILITY**

A. The Corporation shall defend, hold harmless and indemnify the Employee from any and all demands, claims, suits, actions and legal proceedings brought against the Employee either in his individual capacity, provided the incident arose while he was acting within the scope of his employment with the Corporation. All actions, choices, and decisions made, which are customarily and usually considered within the authority and responsibility of an Indiana public school superintendent, or which were made under apparent authority of statute or applicable common law or whether specifically or impliedly authorized by the Corporation, shall be considered within the scope of employment for purposes of this provision, except for any unauthorized action, choice, decision, or omission, which serves as the basis for a criminal charge filed by the county prosecutor or federal district attorney.

This provision shall require the Corporation to pay all reasonable and customary legal fees, court costs, and any and all other litigation costs directly, or to reimburse the Employee for any such fees, costs or expenses necessary to defend himself from any and all such demands, claims, suits, actions or legal proceedings brought against him for actions, choices, decisions or omissions made while an employee of the school corporation unless the Employee was clearly acting outside the scope of his employment as defined above. In the event of a charge of gross or criminal negligence, the

Corporation will consider whether or not to defend the Employee on a case-by-case basis and reserves the right to provide legal defense for the Employee. In the event the Employee is required to provide his own counsel, the Corporation and Employee will agree on the range of legal fees and costs the Corporation will reimburse. This holds harmless indemnification provision shall continue after severance or termination of the employment relationship.

B. If a conflict of interest exists regarding the defense of such claim between the legal position of the Employee and the legal position of the school corporation, the Employee may engage separate counsel; in which event the school corporation shall indemnify the Employee for legal defense as permitted by state law.

C. The school corporation shall not, however, be required to pay any costs of any legal proceedings in the event the school corporation and the Employee shall have adverse interests in such litigation.

6. **PHONE ALLOWANCE**

The school corporation will pay the Employee \$50.00 per month as a phone allowance.

7. **ANNUITY**

In addition to any other compensation and benefits received by the Employee, the corporation will pay \$7,500 toward the purchase of a tax-sheltered annuity policy in the name of the Employee in accordance with the provisions of the Taxpayer Relief Act of 1997 in the first year of this contract. The annuity shall increase by \$1,000.00 per year for

the next two years of this contract. The corporation will also make the full contribution to the Indiana Teachers Retirement Fund in the name of the Employee.

8. **GOALS AND OBJECTIVES**

On or within ninety (90) days after the execution of this contract, the parties shall meet to establish Employer's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and will be among the criteria by which the Employee is evaluated as hereafter provided. On or prior to June 1 of each year, the parties will meet to establish the Employer's goals and objectives for the next school year.

9. **EVALUATION**

The Board shall evaluate and assess in writing the performance of the Employee on or before the 3<sup>rd</sup> Tuesday of November. This evaluation and assessment shall be reasonably related to the position description of the Employee and the goals and objectives of the Employer for the year in question. The Board will use the superintendent's evaluation tool suggested by the Indiana School Boards Association for purposes of conducting the performance evaluation.

10. **TERMINATION OF EMPLOYMENT CONTRACT**

A. This employment contract may be terminated by:

1. Mutual agreement of the parties;
2. Resignation of the Superintendent;
3. Discharge for Cause;
4. Death of the Superintendent.



B. Discharge for cause shall be in accordance with the Indiana Statutes stipulating cause for dismissal of teachers.

11. **CONTRACT BUYOUT CLAUSE**

Employer shall have the option to terminate this employment contract for reasons other than those listed in Paragraph 10 above by notifying the Employee in writing that the Employer desires to terminate the employment relationship. Should Employer choose to exercise this option, and consistent with the terms of I.C. 20-28-8-6(b)(2), Employer shall be obligated to pay to Employee the lesser of one (1) year of Employee's then current annual salary under the terms of this employment contract or the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00).

12. **SAVINGS CLAUSE**

If, during the term 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 a ruling shall remain in force.

IN WITNESS WHEREOF, the Board has caused this employment contract to be approved in its behalf by a duly authorized officer and the Employee has approved the employment contract effective on the day and year first above written.

**EMPLOYER**

SOUTH CENTRAL COMMUNITY SCHOOL  
CORPORATION BOARD OF SCHOOL TRUSTEES

By \_\_\_\_\_  
Deborah Allen, President

ATTEST:

\_\_\_\_\_  
Jacob Wade, Secretary

EMPLOYEE:

\_\_\_\_\_  
Benjamin C. Anderson, Superintendent