

# **Superintendent's Contract of Employment**

This contract (hereafter "this Contract"), which replaces the basic teacher contract, by mutual consent of the parties, is for the employment of Dr. Harold E. Olin as Superintendent of Schools by the Board of School Trustees of the Greenfield-Central Community School Corporation 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. Harold E. Olin*.

*"Board of School Trustees"* meaning the governing body of the Greenfield-Central Community School Corporation.

*"School year"* as used in this Contract means a period beginning on July 1, 2016 of the first year of this contract for a twelve month period and concluding on June 30, 2020. Subsequent *"School Years"* shall begin on July 1, of each calendar year for a term of one calendar year and conclude on June, 30 of the following calendar year.

*"School District"* as used in this Contract means the Greenfield-Central Community School Corporation.

## **2. Employment of Superintendent & Length of this Contract.**

The Board employs the Superintendent and the Superintendent agrees to be employed by the Board as the Chief Executive Officer of the School District for a period beginning on July 1, 2016 and concluding on June 30, 2020 subject to the terms of this Contract.

The parties agree that the Superintendent shall provide services on two hundred and sixty (260) working days during each school year. These working days shall be scheduled and worked in accordance with a schedule of working 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 to the Board in June of each school year for the following school year.

The Superintendent shall have twenty five (25) paid vacation days and eleven (11) holidays as described in the holiday schedule attached hereto; however, the Superintendent's two hundred and sixty (260) scheduled working 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 Board agrees to review the Superintendent's performance annually and to present the results of this review to the Superintendent in writing at a conference with the Board.

## **3. Duties of Superintendent.**

The duties of the position of Superintendent are set forth in the job description as incorporated into this Contract by Exhibit "A" attached hereto and incorporated herein and shall constitute the duties to be performed by the Superintendent pursuant to this Contract. The Board and Superintendent agree that the Superintendent's job description may be changed from time to time as necessary to accomplish the goals of the School District. The review of the Superintendent's performance as provided for in Paragraph 2 of this Contract shall be based upon the duties described in the job description in effect at the time of the review.

The Superintendent agrees that his duties as Superintendent represent full time employment and he will 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 his performance of his duties as Superintendent.

The parties to this Contract further agree that the duties performed by the Superintendent pursuant to this Contract are personal and non-delegable except as specifically authorized by the Board, that the position of Superintendent is a unique position in the School District, and the Superintendent will therefore not be transferred or reassigned by the Board to another position without his agreement.

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 but are not limited to maintaining the license from the State of Indiana required for the position of Superintendent.

#### **4. Superintendent's Salary & Benefits.**

In exchange for the performance of the duties of the position of Superintendent and meeting the qualifications established for the position of Superintendent, the Board agrees that the Superintendent shall receive the following:

##### **A. Annual Salary.**

The Superintendent shall be compensated on an annual salary basis. Effective July 1, 2016, the Superintendent's annual salary shall be One Hundred Fifty Thousand (\$150,000.00). This salary will be reviewed annually during the time of the annual review.

##### **B. Sick Leave.**

In each school year, the Superintendent shall have available fifteen (15) paid days for personal illness or illness of a member of the Superintendent's immediate family. Sick leave days, shall accumulate from year to year, if unused, but shall not accumulate to exceed the cap on the accumulation of sick leave days established by the Board for its administrative employees without the written approval of the Board. It shall be the duty of the Superintendent to seek the written approval of any accumulation of sick leave days pursuant to this Paragraph. Sick leave days are not intended as deferred compensation and are to be used only for personal or family illness.

##### **C. Other Paid Leaves.**

The Superintendent shall be entitled to paid or unpaid leave in any other circumstance, other than sick leave, vacation leave or holidays, 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. Insurance Coverage.**

A health insurance policy, including but not limited to major medical, with the same benefits afforded all other administrative/certificated employees, will be offered for enrollment to the Superintendent. The Board agrees that it shall not decrease the amount or scope of coverage provided to the Superintendent pursuant to this sub-paragraph without the written approval of the Superintendent. The Superintendent agrees that the selection of insurance carrier providing coverage shall be by the Board.

##### **E. Board Assumption of Superintendent's INPRS Employee Contribution & Reporting to INPRS.**

In addition to the other compensation provided to the Superintendent by this Paragraph of this Contract, the Board shall make any contribution to the Indiana Public Retirement System (INPRS) that would otherwise be required to be paid by the Superintendent.

All payments to the Superintendent coming within the definition of "annual compensation" as defined in Ind. Code 5-10.2-4-3[c] shall be included in the Superintendent's compensation reported to the Indiana Public Retirement System (INPRS). The parties agree that the amounts made available to the Superintendent as additional basic salary pursuant to Sub-section A. titled "Annual Salary" and Sub-section G. titled "Auto Allowance" shall be subject to state and federal taxes and shall therefore be included in the Superintendent's "annual compensation" as reported to the Indiana Public Retirement System (INPRS) for purposes of the calculation of the Superintendent's "average of annual compensation" as defined at Ind. Code 5-10.2-4-3(b).

**F. Deferred Compensation: 401(a), 403(b), 457, 501(c)(9), and 529 Contributions.**

In addition to the other compensation and benefits provided to the Superintendent pursuant to this Contract, the Board shall consider making tax deferred contributions for the Superintendent to retirement plan arrangements described in Sections 401(a), 403(b), 457, 501(c)(9) or 529 of the Internal Revenue Code as described in the 2016-17 Superintendent Fringe Benefits adopted by the Board.

The investment of the contributions shall be made at the direction of the Superintendent. The Superintendent acknowledges that the elective deferrals will be characterized as wages for Social Security, FICA, and for contributions to the Indiana Public Retirement System (INPRS).

**G. Auto Allowance.**

The Board agrees to provide an auto allowance for the Superintendent for use of his privately owned vehicle for school related purposes and school district business. The Superintendent will be responsible for maintaining appropriate records for Internal Revenue Service purposes. If the cost for use of employee's vehicle exceeds the baseline amount in a given year, the Superintendent is responsible for payment of any additional expenses and shall not claim any vehicle expenses or Internal Revenue Service mileage reimbursement from the School District.

The annual amount of this benefit shall remain at the baseline amount of \$15,165.00 for the 2017-18 contract year and shall be prorated to and paid at each payroll of this contract. In order to offset potential increases in the cost of related expenses (gas, maintenance, insurance, etc.), this benefit will automatically increase 3% each subsequent contract year beginning on July 1, 2017. Further, this fringe amount will be processed as a taxable fringe benefit and as such will also be considered part of the Superintendent's annual compensation for retirement purposes, but not as part of the Superintendent's base salary.

**H. Other Benefits.**

Other benefits shall include, but not be limited to:

- i. A monthly stipend of \$120.00 to reimburse the Superintendent for the use of his personal cellular telephone for Corporation purposes.
- ii. Further Definitions of other benefits are found in the 2016-17 Superintendent Fringe Benefits policy attached hereto as Exhibit "B".

**I. Business and Professional Expenses.**

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

**5. Automatic Extension of this Contract.**

The parties agree that beginning July 1, 2016, and on each June 30 thereafter; this Contract shall automatically be extended one school year on the next day, i.e. on July 1, unless a party gives the other written notice on or before the preceding December 2 that the party does not agree to the automatic extension of this Contract. The parties agree that the operation of this Paragraph shall result in a continuous three (3) school year contract unless one party provides timely written notice to the other pursuant to this Paragraph or Paragraph 6 of this Contract. All provisions other than the length of this Contract shall remain the same upon extension by operation of this Paragraph unless the parties specifically agree in writing to the modification of a term in addition to the length of this Contract, or this Contract provides for a change in a term effective July 1.

**6. Cancellation of this Contract.**

**A. Cancellation for Failure to Meet Minimum Qualifications.**

The parties agree that it shall be the duty of the Superintendent to maintain the minimum qualifications for the position of Superintendent, including but not limited to maintaining a current Superintendent's license from the Indiana Professional Standards Board. If, at any time the Superintendent no longer meets the minimum qualifications for the position of Superintendent, this Contract shall terminate immediately upon written notice from the Board to the Superintendent without the requirement for any due process or other pre-condition to cancellation or any payment to the Superintendent.

**B. Cancellation for a Reason or Reasons Other Than the Superintendent's Failure to Continue to Meet Minimum Qualifications.**

In addition to the automatic cancellation of this Contract for failure of the Superintendent to meet minimum qualifications for continued employment pursuant to Paragraph 6(a) immediately above, the parties agree that this Contract may be canceled pursuant to its own terms in any of the following circumstances:

1. the parties agree in a written agreement to cancel this Contract;
2. the Superintendent provides the Board with at least ninety (90) days written notice of cancellation; or
3. the Superintendent is determined to be disabled within the terms of the long term disability policy provided by the Board and he is entitled to benefits under that policy; or
4. Termination for Cause: This contract may be terminated at any time during its term or any extension thereof upon a vote of the majority of the Board for just cause, including but not limited to misfeasance or malfeasance of office, insubordination, the commission of a misdemeanor or felony pursuant to the law of the State of Indiana or the United States, misconduct reflecting on the moral turpitude of the Superintendent, inadequate or non-performance of assigned duties, or physical or mental incapacity. In the event the Board

considers terminating the Superintendent's contract for just cause, the Superintendent shall have the right to service of written charges, notice of hearing, and a fair hearing before the Board before any final determination. If the Superintendent chooses to be accompanied by legal counsel at the hearing, said legal expenses will be incurred by the Superintendent. In the event of dismissal for cause, the Board will not be obligated for any salary, benefits, or other obligations during the unexpired term of this contract, or if extended, during the unexpired term of such extension.

**C. Waiver of Due Process and Breach of Contract Remedies.**

Except as provided in Paragraphs 5 or 6(a) of this Contract, the parties agree that the provisions of Paragraph 6(b) of this Contract shall be the sole and exclusive means of non-renewing or canceling this Contract or obtaining a legal or equitable remedy for breach 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 provisions and 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 Paragraph 6 of this Contract.

**7. Defense and Indemnification of the Superintendent for Acts in Performance of His Duties as Superintendent.**

The Board agrees to provide the Superintendent with legal counsel acceptable to the Superintendent and 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. In the circumstance in which the Superintendent is entitled to a defense, indemnification, or to be held harmless pursuant to this Paragraph of this Contract and the Board is advised in writing by its legal counsel of an actual or potential conflict of interest between the Board and the Superintendent which in the opinion of the Board's counsel warrants the employment of separate counsel for the Superintendent, the Board shall employ separate counsel selected by the Superintendent at the Board's expense.

**8. Integration of the Full Agreement; Authorship; and Interpretation Using the Laws of the State of Indiana.**

The parties agree that each has had the opportunity to obtain the assistance of counsel in the process of negotiating and preparing the terms of this Contract, has had sufficient time to consider and understand the terms of this Contract, and that this Contract therefore 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. A modification to this Contract shall be approved by both parties in the same manner that this Contract was approved.

As to the interpretation of this Contract by a court, the parties agree that both parties contributed to the development of the language of this Contract and therefore for purposes of interpretation of this Contract, both parties shall be considered to have been the author of this Contract. The parties further agree that this Contract shall be interpreted and applied using the laws of the State of Indiana.

The parties further agree that to the extent that this Contract is inconsistent with the Superintendent's basic teacher contract or any prior Contract between the parties, the terms of this Contract shall control.

**9. Contract as a Public Record.**

The parties agree that this Contract is a public record under the Indiana Access to Public Records Law, Ind. Code 5-14-3, and Ind. Code 20-28-6-1 *et. seq.* pertaining to teacher contracts generally.

Agreed this 9th day of January, 2017.

Approved as to form and legality for adoption by the Board of School Trustees:



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Dan L. Strahl, Attorney at Law

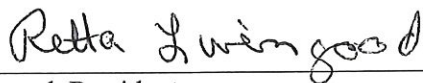
**Superintendent of Schools**



\_\_\_\_\_  
Dr. Harold E. Olin

**Board of School Trustees**

By:



\_\_\_\_\_  
Retta Livengood, President

**Attest:**



\_\_\_\_\_  
Dan Brown, Secretary

## *Holiday Schedule*

(11 total days)\*

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Two days off during one of the balanced calendar breaks in the school year.
- Thanksgiving Break (2 days including Thanksgiving Day and Friday afterward)
- Christmas Eve
- Christmas Day
- New Year's Eve

\* In the event that a holiday falls on Saturday or Sunday, either Friday before or Monday after shall be observed

**Exhibit "A"**  
**Superintendent Job Duties**

**Greenfield-Central Community School Corporation**  
**Bylaws & Policies**

**1230 - RESPONSIBILITIES OF THE SUPERINTENDENT**

The Superintendent of Schools shall strive to achieve Corporation goals by providing educational direction and supervision to the professional staff and supervision to the support staff and by acting as a proper model for staff and students both in and outside the Corporation.

**Duties and Responsibilities**

The Superintendent shall be directly responsible to the Board for the performance of the following assigned duties and responsibilities:

Greenfield-Central Community School Corporation  
Bylaws & Policies

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**Duties and Responsibilities**

The Superintendent shall be directly responsible to the Board for the performance of the following assigned duties and responsibilities:

- A. keep the Board informed of school operation by preparing monthly Board agendas, providing oral and written communication, scheduling management team committee meetings, and requesting special Board meetings that become necessary to keep the Board properly informed
- B. ensure that all aspects of Corporation operation comply with State laws and rules/regulations as well as Board contracts and policies
- C. establish and maintain a written educational plan required by law and consistent with the educational goals adopted by the Board
- D. ensure proper implementation of the current Corporation-wide instructional plan as it applies to each building
- E. strive to increase the efficient use of Corporation resources in the daily operations of the schools
- F. enforce the school attendance laws
- G. assign staff to achieve the maximum benefit toward the attainment of educational goals
- H. evaluate the progress of the professional and support staff toward the attainment of educational goals
- I. analyze the results of instructional program development as it applies to the Board's educational goals
- J. recommend changes in instructional or staffing patterns based on an analysis of staff and program progress



- K. monitor financial aspects of the Corporation
- L. work cooperatively with parents and community groups concerned with programs in the schools
- M. develop personal capabilities in personnel strategies and facility management
- N. serve as spokesperson for the Board to the media
- O. recommend employment and continuation of employment for all staff
- P. provide educational feedback and coaching to all staff
- Q. develop a succession plan for key leadership positions when appropriate
- R. work cooperatively with the Board and administrative staff
- S. strive toward the highest standards of personal conduct
- T. perform such other duties as the Board may direct

## Exhibit "B"

### **Greenfield-Central Community School Corporation**

#### 2016-17 Administrative Contract and Fringe Benefits

Administrative benefits shall be provided as described below unless otherwise agreed in a separate written document between an individual administrator and the Corporation:

1. Administrators will receive a base salary increase of 1.38% (on average) for the 2016-2017 school year.
2. Administrators, who participated in the Greenfield-Central Community School Corporation's (Corporation) Health Insurance program in the 2016 plan year, shall have the opportunity to select a health insurance plan from the plans offered in 2017, and the Corporation will pay all but \$4,000.00 of the highest annual premium rate. The board share established for this group in 2017 will be used as the defined benefit for subsequent plan years. The Corporation will pay all but \$1,000.00 of the standard Consumer-Driven Health Plan (CDHP1) for Administrators hired after January 1, 2017.
3. A term life insurance policy in the amount identified for each job described in the attached schedule with the Corporation paying the entire annual premium.
4. A long term disability group insurance policy with the Corporation paying the entire annual premium.
5. A vision care insurance policy with the Corporation paying the entire annual premium.
6. A group dental insurance policy with the Corporation paying the entire annual premium.
7. Administrators are eligible for benefits as provided for other certified staff members under IRS Section 125.
8. Personal illness leave as established and identified for each job described in the attached schedule.
9. Personal days: 4 days each year that can be accumulated to 5 total personal days with any residual personal days accumulating as personal illness days.
10. The following retirement provisions:
  - \*401(a) Corporation contribution of 2.5% of the individual  
Account A Administrator's regularly scheduled base salary.  
Vesting: 5 years of continuous service Corporation
  - \*401(a) contribution of 1.5% of the individual  
Account B Administrator's regularly scheduled base salary.  
Vesting: 7 years of continuous service
  - 501(c)(9)-VEBA Corporation contribution of 1% of the individual  
Administrator's regularly scheduled base salary.  
Vesting: 9 years of continuous service

11. Professional growth and development program and other additional duties beyond the scope of an administrator's job description may be compensated upon written approval of the Superintendent.
12. Any STRF/PERF, now known as Indiana Public Retirement System (INPRS) contribution required to be paid by any administrator of up to 3% on all applicable salaries shall be paid by the Corporation.
13. The Corporation shall provide each administrator a stipend of thirty dollars (\$30.00) per month for use of their personal cellular phone for corporation business unless otherwise agreed to in a separate written document.
14. The following is a summary of life insurance and personal illness leave benefits for administrators identified by job title:

<u>Administrator</u>	<u>Life Insurance</u>	<u>*Personal Illness Leave Fund</u>
Superintendent of Schools	\$300,000	30 days
Business Manager	\$225,000	25 days
Assistant Superintendent	\$225,000	25 days
Principals	\$180,000	20 days
High School Athletic Director	\$150,000	15 days
Director of Special Education	\$150,000	15 days
Asst. Director of Special Education	\$150,000	15 days
Technology Operations Director	\$150,000	15 days
Transportation Director	\$150,000	15 days

\* *Personal Illness Leave Fund: Five consecutive personal illness days must be used before the personal illness fund days are utilized. Days in the personal illness fund are maintained at the established level at the beginning of each contract year.*

**Personal  
Illness Leave**

	<u>Yearly Accumulation</u>	<u>Maximum Accumulation</u>
12 month employees (260+ days)	15 days	231 days
11 month employees (220-259 days)	14 days	226 days
10 1/2 month employees (210-219 days)	12 days	226 days
10 month employees (200-209 days)	12 days	226 days