

## **SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

This contract (hereafter the "Contract") alters the basic teacher contract for the employment of Nicole Johnson as Superintendent (hereafter the "Superintendent") by the Board of School Trustees of the Jennings County School Corporation (hereafter the "Board") by consent of the parties in the manner permitted by Indiana law.

**Whereas**, JCSC desires to employ qualified and capable administrators; and

**Whereas**, JCSC has determined that Superintendent is a qualified and capable administrator who will be a suitable superintendent of school;

**Now, therefore**, in consideration of the mutual covenants contained herein, JCSC and Superintendent agree as follows:

### **1. Employment of Superintendent and Term of Employment.**

The Board agrees to employ the Superintendent and the Superintendent agrees to be employed by the Board as the Chief Executive Officer of the Jennings County School Corporation for an initial period beginning on November 1, 2022 and concluding on June 30, 2025 subject to the terms of this Contract.

The parties agree that the term of this Contract shall automatically be extended one (1) school year on July 1, 2023, and then each successive July 1 thereafter, unless a party gives the other written notice on or before the preceding June 30th that the party does not agree to the automatic extension of this Contract. The parties agree this shall result in a continuous three (3) year Contract, unless one party provides timely written notice to the other as provided herein. The parties acknowledge that the Contract term and any extension thereof shall be subject to early cancellation pursuant to the provisions of Section 4, Contract Cancellation.

The parties agree that the Superintendent shall provide services or perform his/her duties two hundred sixty (260) days during each school year. 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. The Superintendent's two hundred sixty (260) workdays shall include 20 vacation days, sick leave days, personal days, administrative float days and any other leave granted pursuant to this Contract and the School Corporation's Statement of Benefits for Administrators. The Board will review the Superintendent's performance at least once each school year.

### **2. Duties of the Superintendent.**

The parties agree that the duties of the position of Superintendent to be performed pursuant to this Contract are set forth in a job description for the position, which is defined by Board policy.

Unless otherwise approved by the Board, the Superintendent agrees that his/her duties pursuant to this Contract represent full time employment and he/she will not accept outside employment, perform work as an independent contractor, or engage in any other business pursuit

involving his/her personal services if any of these activities interfere with the performance of his/her duties as Superintendent.

The Superintendent agrees that at all times while he/she is employed pursuant to this Contract he/she will fully meet the minimum qualifications for the position of Superintendent and will maintain a Superintendent license from the State of Indiana. Should said license be revoked or become invalid, the Contract shall automatically be terminated without further notice or hearing.

The Superintendent shall serve as the Chief Administrator of JCSC. The Superintendent shall operate and manage JCSC in accordance with the policies of the Board and all applicable federal, state and local laws and ordinances. Superintendent shall perform his/her duties in a competent and professional manner.

Superintendent or his/her designee, acceptable to the Board, shall attend all meetings of the Board. The duties of the Superintendent shall include, but not be limited to,

- supervising all employees of JCSC;
- making recommendation to the Board as to the selection, assignment, promotion, discipline, retention, reduction in force, non-renewal, or terminations of all personnel of JCSC, subject to final approval of the Board;
- insuring compliance with all federal and state laws and regulations concerning education and Board policy;
- performing all duties normally assigned to the Superintendent of a public school system; and
- performing all other duties reasonably assigned to a Superintendent of the Board.

### **3. Salary and Benefits.**

As consideration for the performance of the duties and meeting the qualifications established by this Contract, the Board agrees that the Superintendent shall receive the following:

#### **A. Base Salary.**

The Superintendent shall be paid an annual base salary of One Hundred Thirty Thousand Dollars (\$130,000.00) for the contract term. That salary shall remain the salary in any subsequent rollover years as described in Section 1 (Employment of Superintendent and Term of Employment) pursuant to this Contract unless otherwise modified in accordance with the terms of this Contract.

Except as other provided herein, if the Superintendent is evaluated as highly effective or effective and achieves the annual performance objectives established by the Board for the Contract year, the Superintendent will receive the same salary increase that is equivalent to the highest base salary increase received by a teacher employed by the School Corporation (either in percentage or flat dollar, whichever is applicable) during the applicable Contract year. An exception to this rule would be if an individual teacher or a select number of teachers are given a higher base salary increase than a majority of the teachers due to the special needs of the School Corporation, which in this case the Superintendent will receive the highest base salary increase (either in percentage

or flat dollar, whichever is applicable) that is received by a majority of the teachers and not the increase received by an individual or select group.

Also, if the teachers employed by the School Corporation through collective bargaining negotiations receive a one-time stipend during any Contract year, then the Superintendent will receive a one-time stipend that is equivalent to the highest one-time stipend amount paid to a teacher during the applicable Contract year. An exception to this rule would be if an individual teacher or a select number of teachers are given a higher one-time stipend than a majority of the teachers due to the special needs of the School Corporation, which in this case the Superintendent will receive the highest one-time stipend (either in percentage or flat dollar, whichever is applicable) that is received by a majority of the teachers and not the increase received by an individual or select group. Any one-time stipend awarded to the Superintendent during the term of this Contract under this provision will be paid in the form of a lump sum payment that will not become part of the Superintendent's annual base salary.

#### **B. Vacation Leave, Personal Leave, and Administrative Float Days.**

In each school year of the 260 contracted days, the Superintendent shall be granted 20 vacation days, three (3) personal leave days, and six (6) administrative float days in accordance with the School Corporation's Statement of Benefits for Administrators ("Statement of Benefits"). The number of combined vacation days and paid personal leave days and paid administrative float days granted to the Superintendent via the Statement of Benefits shall never collectively be lower than 29 days per year, but may be greater than 29 days per year.

#### **C. Sick Leave.**

In each school year of the 260 contracted days, the Superintendent shall be granted sick leave days in accordance with the Statement of Benefits. The number of paid sick leave days granted to the Superintendent via the Statement of Benefits shall never be lower than ten (10) days per year, but may be more than ten (10) days per year. Sick leave days earned by the Superintendent while employed at the School Corporation may accumulate from year-to-year up to a maximum of ninety (90) days.

#### **D. Holidays.**

The Superintendent shall be entitled to the same paid holidays as provided to twelve (12) month non-certified personnel.

#### **E. Health, Vision and Dental Insurance.**

The Superintendent may participate in the School Corporation's health, vision and dental insurance plans under the same terms and conditions as other 260 day full-time administrators employed by the School Corporation.

**F. Portable Term Life Insurance.**

The Board will provide to the Superintendent a portable term life insurance policy with a face value equal to \$300,000.00. The Superintendent shall contribute \$1.00 annually toward the cost of the premium for such term portable life insurance.

**G. Long Term Disability Insurance.**

The Superintendent may participate in the School Corporation's long-term disability plan under the same terms and conditions as all other administrators. The Board will pay all but \$1.00 of the cost of the premium for such long-term disability insurance for the Superintendent.

**H. Indiana State Teachers Retirement Fund Employee Contribution.**

The Board will make any contribution to the Indiana State Teacher's Retirement Fund that would otherwise be required to be paid by the Superintendent.

**I. 401 (a) Plan**

The Board will make on the Superintendent's behalf an annual contribution to the JCSC 401 (a) plan in accordance with the terms and conditions set forth in the School Corporation's Statement of Benefits. The Board's annual contribution to the Superintendent's plan shall never be below 4% of the Superintendent's base salary in effect at the time of the annual contribution, but such annual contribution may be greater than 4% of the Superintendent's base salary in effect at the time of the annual contribution.

**J. VEBA Plan**

The Board shall contribute 1.125% of the Superintendent's annual base salary to the Superintendent's JCSC VEBA plan. The Board's annual contribution to the Superintendent's plan shall never be below 1.125% of the Superintendent's base salary in effect at the time of the annual contribution, but such annual contribution may be greater than 1.125% of the Superintendent's base salary in effect at the time of the annual contribution.

**K. Mileage Reimbursement.**

The Board will reimburse the Superintendent for mileage associated with business travel using her personal vehicle at the standard rate approved by the Internal Revenue Service.

**L. Cellular Phone.**

The Superintendent will maintain a cellular phone with e-mail capabilities for business purposes. Each school year the Board will pay to the Superintendent an annual stipend in accordance with the Statement of Benefits that he/she may apply toward the cost of her cellular phone that he maintains for business purposes. Such stipend shall never be below \$50.00 per month, but may be higher than \$50.00 per month.

**M. Business and Professional Expenses.**

The Board will pay on behalf of the Superintendent 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. The Superintendent will obtain pre-approval from the Board for attendance at out-of-State conferences and activities.

**N. Other Benefits.**

The Superintendent will be entitled to all other benefits established by the Board for all other administrative employees and teachers of the School Corporation provided such benefits are not in conflict with the terms of this Contract. To the extent the benefits for other administrative employees and teachers conflict with or duplicate a benefit provided by this Contract, then this Contract shall control and the benefit provided by this Contract shall be the benefit provided to the Superintendent.

**O. 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.

**4. Cancellation**

**1. Option 1 -- The Board:**

- i.** initiates cancellation for cause for one or more of the statutory reasons for cancellation of a teacher contract contained in Indiana law, and 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 termination.

- ii. If the Superintendent requests a hearing with the Board under paragraph 4(1)(i) 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.
- iii. If the Board votes to cancel the Superintendent's Contracts 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.

## **2. Cancellation Option 2 – The Board:**

- i. follows this no fault cancellation or expiration procedure:
  - a. 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;
  - b. 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;
  - c. 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; and
  - d. After giving the Superintendent an opportunity to resign, 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

(ii) then, after applying the above no-fault cancellation or expiration procedure, the School Corporation will 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.

**3. Cancellation Option 3 -- The Board:**

- i. 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 agrees that he/she waives all statutory and constitutional due process procedures that he/she would otherwise be entitled to receive by law in the event the Board cancels the Superintendent's Contracts pursuant to this provision.
- ii. If the Board votes to cancel the Superintendent's Contracts pursuant to the provisions contained herein in paragraph 4(3)(i), 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. Defense and Indemnification.**

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 of the Superintendent to the fullest extent permitted by law.

**6. Entire Agreement, Contract Amendments and Contract Construction.**

The parties agree that each has had the opportunity to obtain assistance of counsel in the process of negotiating the terms of this Contract and sufficient time to consider and understand the terms of this Contract. This Contract and the Superintendent's basic teacher's contract contain the entire agreement of the parties with respect to the employment of the Superintendent. Any modification or amendment to this Contract must be approved in writing by both the Superintendent and the Board and in accordance with law. 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.

The laws of the State of Indiana govern this Contract. This Contract may be amended by mutual agreement of the parties, in writing and executed with the same formality as the execution of this Contract. This Contract, together with the regular teacher's contract, constitutes the entire contract between the parties and supersedes all prior agreements.

Agreed this 27<sup>th</sup> day of October, 2022.

**[SIGNATURE PAGE TO FOLLOW ON THE NEXT PAGE.]**

SUPERINTENDENT

By: Nicole Johnson

JENNINGS COUNTY SCHOOL CORPORATION BOARD OF TRUSTEES

By: Amy Pettit  
Amy Pettit - Board President

By: Chelsea Morrison  
Chelsea Morrison - Vice President

By: Susan Wahlman  
Susan Wahlman - Secretary

By: Tony Daeger  
Tony Daeger

By: Travis Shepherd  
Travis Shepherd

By: Pat Sullivan  
Pat Sullivan

By: Earl Taggart  
Earl Taggart