

Contract for Employment of Superintendent

This contract (hereinafter “this Contract”) alters the basic teacher contract for the employment of **Charles D. “Chad” Daugherty (“Daugherty”)** as **Superintendent** by the **Board of School Trustees of Huntington County Community School Corporation (“HCCSC”)** by consent of the parties in the manner permitted by Indiana Code 20-28-8-6(3).

1. Parties to this Contract and Definition of Terms.

The parties to this Contract are the:

“Superintendent” meaning **Charles D. “Chad” Daugherty (“Daugherty”)**; and the

“Board” meaning the **Board of School Trustees** acting as the governing body of the **Huntington County Community School Corporation (“HCCSC”)**.

As used in this Contract, the term **“school year”** means the period beginning on July 1 of one calendar year and concluding on June 30 of the following calendar year; and **“School Corporation”** or **“HCCSC”** means the **Huntington County Community School Corporation**.

2. Employment of the Superintendent and Term of Employment.

a. Employment Relationship Established and Length of This Contract.

The Board employs the Superintendent and the Superintendent accepts employment by the Board in a position titled “Superintendent of Schools” in which he will serve as the chief executive officer of the Huntington County Community School Corporation for a period and term beginning on May 28, 2019 and concluding on June 30, 2022, unless extended by operation of Paragraph Five [5] of this Contract or cancelled by operation of Paragraph Six [6] of this Contract.

b. Work Days per School Year and the Schedule of Work Days.

The parties agree that the Superintendent shall provide services on two hundred sixty (260) days in each school year and a proportionate number of work days in each partial school year of employment. These work days shall be provided in accordance with a schedule of work days established by the Superintendent to insure the full competent performance of the duties established in Paragraph Three (3) of this Contract. The Superintendent shall communicate this schedule to the President of the Board in writing and in a timely manner each school year.

The Superintendent's two hundred sixty (260) days in each school year shall include: twenty (20) paid vacation days; all paid holidays provided for twelve-month employees; and paid sick leave pursuant to Paragraph 4(b) of this Contract. Unused vacation days during a school year shall be lost and shall not be paid out or available for use in any future school year.

c. Evaluation of Superintendent's Performance of His Duties.

The Board agrees to review the Superintendent's performance once a school year, typically during the month of November or December, with the first such review to occur on or before December 31, 2019. If the Superintendent makes a request prior to February 1, the Board will review the Superintendent's performance a second time before the end of the school year, on or before June 30. The Superintendent hereby waives the right to be more frequently evaluated in accord with Indiana Code 20-28-7-2[c] or Indiana Code 20-28-7-9[1].

3. Duties of Superintendent.

The Superintendent agrees that his duties as Superintendent pursuant to this Contract consists of the competent performance of the responsibilities of the position of Superintendent as stated in the Superintendent's job responsibilities contained in the Board Policy Handbook (1230). Those job responsibilities are incorporated into this Contract by this reference here as if fully set forth:

[h.i.]

The parties agree that these job responsibilities represent a reasonable division of responsibilities between the policy-making responsibility of the Board, and the operation and management responsibilities of the Superintendent. The parties further agree that this division of responsibilities shall be interpreted consistent with the Indiana School Boards' Association Code of Ethics for School Board Members and the Indiana Association of Public School Superintendents' Code of Ethics.

The Superintendent agrees that his duties pursuant to this Contract 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, without the informed consent of the Board, which consent shall not be unreasonably withheld.

The Superintendent agrees that at all times while he is employed pursuant to this Contract he will competently perform his job responsibilities as hereinabove identified and fully meet the minimum qualifications for the position of Superintendent which

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

4. Salary and Benefits.

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

a. Basic Salary.

The Superintendent shall be paid a base salary pay of One Hundred Thirty-five Thousand Dollars (\$135,000.00) for each school year of employment pursuant to this Contract. The Board agrees that it shall consider an increase in this basic salary amount in November of each school year beginning November 2020. In considering an increase in the salary paid pursuant to this Contract, the Board shall consider the pay and increment increases for HCCSC teachers.

It is noted that Indiana statute requires the initial contract for a superintendent to be at least thirty-six (36) months in duration. However, this employment agreement will be from May 28, 2019 to June 30, 2022 which is more than that minimal standard. Since a "school year" is defined to be from July 1 to June 30 of a calendar year, Daugherty will be employed and will be paid the proportionate share of an annualized salary and benefits for school year 2018-2019 for the period May 28, 2019 to June 30, 2019, and a full salary and benefit pay for school years 2019-2020 and 2020-2021, and 2021-2022.

The Superintendent shall be paid on the same pay periods fixed for all employees of HCCSC.

b. Sick Leave.

For school year 2019-2020, the Superintendent shall have fourteen (14) days of paid sick leave, and he will accrue additional paid sick leave at the rate of fourteen (14) paid days on each July 1 thereafter for the term of this contract. No more than one hundred and eighty (180) days of sick leave may be carried over into the next school year under this Contract.

In addition, it is acknowledged and understood that Daugherty has accumulated sick leave from his previous HCCSC school corporation employment and he shall receive credit for such sick leave.

Sick leave may be used for illness of the Superintendent, or illness of a member of the Superintendent's household. Sick leave days are not intended as deferred compensation and may be used only in circumstances of the Superintendent's personal illness or the illness of a member of the Superintendent's household.

c. Other Paid Leave.

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

This Contract shall not modify the parties' rights and obligations under Indiana and federal law and regulations governing leaves of absence such as for jury duty, or leave pursuant to the Family and Medical Leave Act ["FMLA"], including but without limitation, the Board's right to assert that Superintendent is a "key employee" for FMLA purposes.

d. Insurance Coverage.

The Board shall pay all but one dollar for a Two Hundred Thousand Dollar (\$200,000) term life insurance policy on the life of Superintendent, as well as Accidental Death & Disability coverage, and group long-term disability coverage.

The Board shall pay all but ten percent (10%) of the total annual premium for the HCCSC approved health insurance program - family group health coverage offered by the Board to its administrative employees. The Board and Superintendent agree that during any open enrollment period established by the group health insurance carrier utilized by the Board for its certificated employees, the Superintendent shall have the option to enroll himself and any eligible family members in the group health insurance coverage by the Board.

Except as to the amount of the term life insurance and additional basic salary rather than coverage in the family group health, dental, and vision coverage offered by the Board to its administrative employees, all insurance provided to the Superintendent by the Board shall be that which the Board then provides to its twelve [12] month certificated employees, and the selection of the insurance carriers providing insurance provided for in this paragraph the group coverage shall be determined, and may be

modified from time to time, by the Board. The Superintendent shall always be included in those group policies then in place, except as otherwise agreed to in this Paragraph of this Contract.

e. ISTRF Employee Contribution.

In addition to the other compensation provided to the Superintendent by this Contract, the Board shall make any contribution to the Indiana State Teachers' Retirement Fund that would otherwise be required to be paid by the Superintendent as a direct result of his employment by the Board in an amount not less than Fourteen Thousand One Hundred Seventy-five Dollars (\$14,175.00) for each year of employment as Superintendent and a similar amount for each subsequent year of employment. All payments to the Superintendent subject to federal income tax and the Superintendent's contribution to the Indiana State Teachers' Retirement Fund shall be included in the Superintendent's basic salary for purposes of the Indiana State Teachers' Retirement Fund.

For this benefit, Daugherty will be paid a proportionate share of the total ISTRF contribution for school year 2018-2019 (May 28, 2019 to June 30, 2019), and the full amount for school years 2019-2020, 2020-2021, and 2021-2022.

f. Vehicle Allowance.

The Board shall provide the Superintendent with the exclusive use of a vehicle for the business and personal use of the Superintendent. The vehicle provided shall only be driven by the Superintendent except in emergency situations. The vehicle shall be owned, maintained and insured at the expense of the Board. The Board shall provide the Superintendent with a credit card to be used solely for the purchase of gasoline, oil, and minor repair or replacement of parts for the vehicle. The vehicle shall be used for travel inside the State of Indiana, unless out of state travel is approved in writing by the Board. The Superintendent shall keep records necessary to comply with the Internal Revenue Service requirements for the business use of the vehicle.

g. Business and Professional Expenses and local Service Club fees.

The Board shall reimburse the Superintendent for appropriate business and professional expenses approved by the Board up to an amount

not exceed Two Thousand Dollars (\$2,000) per school year. Appropriate expenses shall include the cost of membership in the American Association of School Administrators, and the Indiana Association of Public School Superintendents, and any other similar associations expressly approved by the Board, and expenses related to the Superintendent's attendance at conferences and activities approved by the Board.

The Board shall pay the Superintendent at the rate of Five Hundred Dollars (\$500) per school year of additional basic salary for that time under this Contract when the Superintendent belongs to a local service club such as Optimist, Kiwanis, or Rotary International.

h. Residence of Superintendent.

The Board recognizes that the Superintendent has a statutory right set forth in Indiana Code 20-28-10-13 to live outside the geographical boundaries of the School Corporation.

i. Other Benefits.

The Superintendent shall be entitled to any other benefits established by the Board for certificated administrative employees of the Board. To the extent that benefits for other administrative certificated employees would duplicate a benefit provided by this Contract, the benefit provided by this Contract shall be only the benefit provided to the Superintendent.

5. Extension of Length of this Contract.

The parties agree that this Contract shall be extended one (1) school year (as defined in Paragraph 1) on June 30, 2022, effective the next day, i.e. on July 1, 2022, unless a party gives the other a written notice on or before December 31, 2021 that the party does not agree to the automatic extension of this Contract.

6. Cancellation of this Contract.

a. Cancellation for Failure to Continue to Meet Minimum Qualification Standards or Conviction of a Crime.

Upon written verification from the Division of Professional Standards of the Indiana Department of Education that the Superintendent is no longer holds the licensure required for the position of Superintendent addressed by this Contract, the Board may cancel this Contract upon ten [10] days written notice to the Superintendent.

Upon receipt of a certified copy of the Superintendent's conviction of a crime from the Clerk of a court, the Board may cancel this Contract upon ten [10] days written notice to the Superintendent. The term "crime" as used in this Sub-Paragraph is as defined in Indiana Code 35-41-1-6.

b. Cancellation of this Contract for Other Reason(s).

In addition to the cancellation of this Contract pursuant to Paragraph 6(a) immediately above, the parties agree that this Contract may be cancelled in any of the following circumstances:

- (1) The parties agree in writing to cancel it;
- (2) the Board finds and concludes that one or more of the grounds for the cancellation of the indefinite contract of a permanent teacher contained in Indiana Code 20-28-7-1 exist following application by the Board of the procedure for the cancellation of the indefinite contract of a permanent teacher contained in Indiana Code 20-28-7-3;
- (3) The Board provides the Superintendent with at least thirty (30) days written notice that it intends to cancel this Contract without cause pursuant to this Sub-Paragraph [Sub-Paragraph 6(b)(3)], and offers to provide the Superintendent with a conference with the Board in executive session, and upon that cancellation becoming effective pays the Superintendent one-half (1/2) of the basic salary to be paid pursuant to Paragraph Four (a) [4(a)] of this Contract and (1/2) of the additional basic salary to be paid pursuant to Paragraph Four (d) [4(d)] of this Contract for the remaining term of this Contract.

The purpose of a conference with the Board pursuant to this Sub-Paragraph is to provide the Superintendent an opportunity to present information and reasons to the Board why cancellation is unwarranted, and an opportunity for the Board to reconsider cancellation of this Contract. Following the conference, unless the Board has decided against the cancellation of this Contract, the Board will give the Superintendent an opportunity to resign and approve the payment of the sum required by this Sub-Paragraph [6(b) (3)]. After giving the Superintendent an opportunity to resign, if the Superintendent does not resign, the Board may cancel this Contract, with or without cause by a majority vote of all members of the Board taken at a public meeting.

- (4) The Superintendent resigns and provides the Board with at least ninety (90) days written notice of his resignation; or
- (5) The Superintendent is permanently disabled (with permanent disability being defined as it is in the long term disability insurance provided by the Board pursuant to this Contract), or temporarily disabled for an indefinite period of at least ninety [90] calendar days after the use of the balance of the Superintendent's accrued sick leave.

c. Waiver of Due Process and Breach of Contract Remedies If This Contract is Canceled Pursuant to Paragraph 6(b) (3).

The parties agree that in implementing the provisions of Paragraph 6(b)(3) of this Contract, and not otherwise, the Board and Superintendent waive the application of grounds contained in Indiana Code 20-28-7-1(a) and the procedure contained in Indiana Code 20-28-7-3, as well as the application of any other procedural requirement or substantive standard imposed by law; and any action for damages or equitable relief arising out of the cancellation of this Contract except as necessary to enforce and implement that Paragraph 6(b)(3) and as may be mandated by the applicable authority.

7. Defense and Indemnification for Acts in Performance of Duties.

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 set out in Paragraph Three [3] of this Contract to the fullest extent permitted by law.

8. Separate Counsel and Representation.

Daugherty represents and warrants that he has been represented by separate legal counsel of his own choice throughout the negotiations that preceded the execution of this Contract for Employment of Superintendent and that he has carefully and thoroughly reviewed Agreement in its entirety with that counsel; that his counsel has approved it as to form; and that he understands the terms used herein.

9. Entire Agreement of Parties Incorporated Here.

The parties agree that each has had an opportunity to obtain the assistance of counsel in the process of negotiating and evaluating the terms of this Contract and has

had sufficient time to consider and understand the terms of this Contract. This Contract and the documents specifically incorporated into it by specific reference therefore contains all the agreed terms of employment of the Superintendent by the Board.

The parties agree that this Contract will not be modified or repealed except in a written document making specific reference to this Contract and the specific provision to be modified. Both parties shall approve modifications to this Contract in the same manner that this Contract was first approved.

If required for purposes of compliance with a legal requirement or request of the State Board of Accounts, the parties agree that they will execute one or more one-year or multi-year standard teacher contract documents to implement the terms of this Contract. The parties further agree that to the extent that this Contract is consistent with the Superintendent's basic teacher contract, this Contract shall take precedence.

10. Contract as a Public Record.

The parties agree that this Contract is a public record under the Indiana Access to Public Records Act, Indiana Code 5-14-3, and Indiana Code 20-28-6-2(d) pertaining to teacher contracts generally.

11. Severability of the Terms of This Contract.

Where reasonably possible, each provision of this Contract shall be construed to apply. Where no such construction is possible, or if any provision of this Contract should be held invalid by operation of law or by any tribunal of competent jurisdiction, then that provision shall be modified in accordance with that holding to implement the likely original mutual understanding of the parties hereto to the extent possible while conforming to the minimum applicable legal standards. Such modification where possible, or provision severance where legally necessary, shall not invalidate any other part of, or the remainder of, this Contract, unless the result cannot fairly be regarded as materially reflecting the parties original mutual understanding.

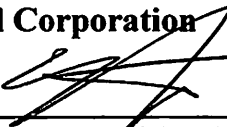
All as agreed this 28th day of May 2019.

Superintendent



Charles D. "Chad" Daugherty

**Board of School Trustees for the
Huntington County Community
School Corporation**

by: 

Mathew J. Roth, President

Attest: 

Gary McClellan, Secretary