

**BARTHOLOMEW CONSOLIDATED SCHOOL CORPORATION
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

This Superintendent's Contract of Employment (hereafter "**Addendum**") supplements the Regular Teacher Contract of Dr. Jim Roberts as Superintendent by the Board of Trustees of the Bartholomew Consolidated School Corporation by consent of the parties in the manner permitted by *Indiana Code § 20-28-8-6.*;

Parties to this Addendum and Definition of Terms

A. Parties

The parties to this Addendum are the:

1. "**Superintendent**" meaning Dr. Jim Roberts; and
2. "**Board**" meaning the Board of School Trustees acting as the governing body of the Bartholomew Consolidated School Corporation.

B. Definitions

1. The term "**BCSC**" as used in this Addendum means the Bartholomew Consolidated School Corporation.
2. The term "**school year**" as used in this Addendum means a period beginning on July 1 of one calendar year and concluding on June 30 of the following calendar year.
3. The term "**Teacher's Agreement**" as used in this Addendum means the Collective Bargaining Agreement between the Bartholomew Consolidated School Corporation and the Columbus Educators Association.

Recitals

- A. The Board desires to retain the knowledge and experience of and to employ Superintendent as Superintendent of BCSC.
- B. Superintendent desires to be employed by BCSC.
- C. The Board and Superintendent hereby enter into and reduce to writing the terms of service of Superintendent.

Therefore, the Board hereby employs Superintendent and the Superintendent hereby agrees to be employed as Superintendent for the BCSC under the following terms and conditions given with mutual consent:

1. **Term of Addendum.** The Board employs the Superintendent and the Superintendent agrees to be employed by the Board as the Chief Executive Officer of the BCSC for an initial period beginning on July 1, 2016, and concluding on June 30, 2019, subject to the terms of this Addendum.
2. **Renewal/Non-Renewal.** After the initial three (3) year contract term, unless written notice otherwise is given by one party to the other party prior to January 1, 2019 and every January 1 thereafter, this Addendum will be automatically extended for an additional year. It is the parties' intention that this be a continuing contract unless notice is provided otherwise as required by this Addendum or Indiana law.

Starting January 1, 2019 and every January 1 thereafter, if the Board gives written notice of non-renewal to the Superintendent, the Superintendent expressly acknowledges that he/she will accept a confidential written notice of refusal to apply the roll-over, signed by a majority of the board members, independent of a board meeting.

3. **Duties of the Superintendent**

a. Duties:

The Superintendent is responsible for and shall perform at a minimum those functions as specified in the By-Laws, Policies and Administrative Guidelines of the BCSC, for the position for which the Superintendent is hereby employed, as such may be amended from time to time by the Board.

The Superintendent shall be responsible to, and shall be subject to, the direct supervision and evaluation of the Board.

The Superintendent shall attend and participate at meetings of the Board and serve as an administrative officer of the Board.

The Superintendent is also responsible for complying with all directives of the Board which are authorized by official Board action.

b. Extent of Service.

The parties agree that the Superintendent shall provide services on two hundred sixty (260) days during each school year. The nature of the position requires that the Superintendent to be available during the evenings and weekends when required. The Superintendent shall devote the Superintendent's time, attention, and energy to the business of BCSC.

- c. No Outside Employment:
The Superintendent shall not accept outside employment or secondary sources of income unless such employment or secondary source of income does not interfere with the performance of the duties of the Superintendent and is pre-approved by the Board, in writing, which shall not be unreasonably withheld.
- d. Notification of Allegations or Findings of Misconduct. The Superintendent shall notify the Board, in writing, of any arrest, indictment, conviction, no contest or guilty plea, issuance of any no contact or protective order, including the disposition of any of the aforesaid, or any other event which could be characterized as official misconduct or breach of moral or ethical duty, immediately in writing, and no later than three (3) calendar days of the occurrence of any such event.
4. **Evaluation of the Superintendent**. No less than annually, on or before June 1 of each year, the Board shall meet with the Superintendent to review, evaluate, and provide feedback on the Superintendent's performance as provided by BCSC policy 1240.
5. **Professional Licensing Requirement**. The Superintendent shall at all times while the Superintendent is employed pursuant to this Addendum, fully meet the minimum qualifications as required by Indiana law and the regulations of the Indiana Department of Education for the position of Superintendent, which includes maintaining a license and/or certification from the State of Indiana required for the position of Superintendent. The description or copy of such license and/or certification is on file in the Administrative Offices of BCSC and is incorporated into this Addendum by reference. If said license becomes invalid, the Regular Teacher's Contract and this Addendum shall automatically become terminated without further notice or hearing.
6. **Compensation & Benefits**. As consideration for the performance of the duties and meeting the qualifications established by this Addendum, the Board agrees that the Superintendent shall receive the following:
- a. Salary
The Superintendent shall be paid the sum of One Hundred Seventy Thousand Dollars (\$170,000.00) for the annual period of July 1st through June 30th. The Superintendent shall be paid in biweekly installments on a schedule fixed for all employees of the BCSC.
- b. Salary Raises
Starting and including July 1, 2017, each subsequent year's salary shall increase at the same rate commensurate with the other administrative salaries.

The above salary raise is contingent upon the following:

- i. The Superintendent does not have an evaluation ranking of either “needs improvement” nor “ineffective”; and
- ii. The Superintendent has met the qualifying requirements of the applicable Performance Based Compensation plan applicable to the Superintendent’s position.

The compensation for each successive year under this Addendum shall not be less than the salary agreed to and established July 1, 2016 (\$170,000).

c. Insurance Coverage and Contribution:

The Board shall credit or pay the Superintendent with an amount equal to the annual cost of family coverage, if provided, under the BCSC’s group Medical and Dental insurance plans, which the Superintendent may, but need not, elect to contribute to the BCSC’s Section 125 Flexible Spending Plan in order to pay for the premiums of the BCSC’s group Medical and Dental insurance programs or any other options made available under the plan. This cost will reflect the current premiums in effect each month.

d. Vision Insurance. The Board shall contribute the amount as provided in the Teacher’s Agreement effective July 1, 2016 and as may be modified thereafter, to be applied toward a vision care plan for the Superintendent.

e. ISTRF Contribution. The Board shall make any contribution to the Indiana State Teachers Retirement Fund that would otherwise be required to be paid by the Superintendent in accordance with his date of hire.

f. Life Insurance. The Board shall provide a life insurance policy for the Superintendent in the amount of Five Hundred Thousand Dollars (\$500,000.00) during the term of this Addendum upon the satisfactory completion of any physical examination required by the insuring company. The Superintendent shall be solely liable for any federal or state tax liability for the amount of insurance provided in excess of Fifty Thousand Dollars (\$50,000.00).

g. Disability Plan. The Board shall provide Superintendent with a long-term disability plan, which may be modified from time to time but fully paid by BCSC.

h. Section 401(a) and 403(b) Annuity Plan. The Board shall make an Employer contribution of up to Four Thousand Dollars (\$4,000.00) each year to the Superintendent's account with the Internal Revenue Code Section 401(a) and 403(b) plans established by BCSC and the Superintendent must match the contribution.

i. Paid Sick and Personal Leave

The Superintendent shall be granted paid absence days commensurate with the Teacher's Agreement effective July 1, 2016 and as may be modified thereafter. As of July 1, 2016, this includes 18 days (14 days for personal and/or family illness and 4 days for personal leave). Any unused paid absence days shall accumulate commensurate with the Teacher's Agreement effective July 1, 2016 and as may be modified thereafter.

j. Transfer of Sick Leave Days from Previous Employer

The Superintendent shall be entitled to transfer all accumulated unused sick leave days from the previous school employer as follows: ten (10) days of accumulated unused sick leave days shall be accumulated beginning the second year of employment in the BCSC and in each succeeding year, until the number of accumulated days of said sick leave days from the previous employer are exhausted.

Upon the Superintendent's termination of employment with the BCSC (whether for retirement or otherwise, except for resignation by Superintendent without proper notice or agreement with the Board), the Superintendent shall receive compensation for any unused and accumulated sick leave days commensurate with that provided by the Teacher's Agreement at the time of termination.

k. Vacation Days and Paid Holidays

The Superintendent shall be entitled to twenty (20) paid vacation days each school year. Any unused vacation days shall be carried forward from year to year commensurate with current BCSC policy which the Board can re-examine annually for appropriateness. The Superintendent shall also be entitled to all paid holidays recognized by the BCSC under Policy 4434.

l. Professional Growth. In order to improve the performance of the Superintendent and his professional development, the Superintendent shall be expected to attend and shall attend appropriate professional meetings and seminars at the local, state and national level, including professional development conferences. The Superintendent shall also obtain membership in professional associations for educational administrators and other appropriate local civic and service organizations. All reasonable and necessary expenses in connection with such

meetings, conferences and professional organizations shall be paid or reimbursed by the Corporation up to a maximum of Four Thousand Dollars (\$4,000.00) per year. Additional expenses must have prior Board approval.

m. Car Allowance

The Board shall provide the Superintendent with an annual car allowance in the amount of Ten Thousand Dollars (\$10,000).

n. Mileage Reimbursement

The Superintendent shall be paid at the applicable federal income tax rate of reimbursement for BCSC use of an automobile outside Bartholomew County.

o. Reimbursement of Expenses. The Board will reimburse the Superintendent for reasonable and customary expenses incurred while doing school business.

p. Moving Expenses. If the Superintendent relocates his residency within the BCSC district within the first twelve (12) months of this Addendum, the Board will reimburse the Superintendent for moving expenses up to a maximum of Five Thousand Dollars (\$5,000.00).

q. Other Benefits. The Superintendent shall be entitled to all other employee benefits enjoyed by those salaried administrative personnel of the BCSC as of July 1, 2016, and as may be increased or modified from time to time thereafter by Board action or Resolution.

r. No Duplicative Benefits. To the extent benefits for other administrative employees duplicate a benefit specifically provided pursuant to this Addendum, the benefit provided by this Addendum shall be the benefit provided to the Superintendent. This Addendum is further, in part, supplemented by referenced provisions of the Teacher's Agreement. If any benefit specifically provided by the Teachers' Agreement duplicates a benefit provided by this Addendum, the benefit provided by this Addendum shall be provided to the Superintendent.

7. Professional Liability

Indemnity. To the extent permitted by Indiana law, BCSC shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in individual or official capacity as an agent or an employee of BCSC, in connection with any matter arising while the Superintendent was acting within the scope of employment, and the Board, by

Resolution, determines that the action was taken in good faith, as provided by I.C. 20-26-5-4(17) or a successor statute.

This indemnification provision shall not require the Board to defend or indemnify the Superintendent in any criminal prosecution, in an action to revoke the Superintendent's license or permit from the Indiana Department of Education Division of Professional Standards, or in proceedings brought by the Board to cancel this Addendum and the Regular Teacher's Contract, or pursue a breach of the Addendum.

8. Termination/Separation of Employment Prior to Expiration of Contract/Addendum Term

- a. Mutual Agreement. The parties may terminate the Regular Teacher's Contract and Addendum on any date if the Board and the Superintendent agree in writing to such termination.
- b. Resignation of Superintendent without Notice or Agreement. If the Superintendent fails to provide due notice of resignation on or before January 1 prior to separation of employment as of the following June 30 as provided in this Addendum, or without approval by the Board, any accrued benefits (including, but not limited to, vacation pay) will be forfeited.
- c. Loss of License for Specified Conviction. If the School Board receives written notice from the Division of Professional Standards (DPS) that the Superintendent no longer holds a license required for the position of Superintendent of Schools from the DPS of the Indiana Department of Education or receives a certified copy of a court document indicating that the Superintendent was convicted of an offense listed in *Indiana Code § 20-28-5-8(c)*, the Board may terminate the Superintendent's Regular Teacher Contract ("Contract") and Addendum immediately upon providing written notice to the Superintendent. The Superintendent agrees that he waives all statutory and constitutional due process procedures that he would otherwise be entitled to receive by law in the event the Board has to terminate the Superintendent's Contract and Addendum pursuant to this provision.
- d. For Cause. The Board may elect to terminate the Contract and this Addendum for cause as defined in *Indiana Code § 20-28-8-7*, and the Board shall notify the Superintendent in writing of their reasons for terminating the Contract and Addendum.

- e. Without Cause (buy-out). During the Contract and Addendum term, the Board shall have the right to terminate the Contract and Addendum without cause as follows:
- i. *Notification*. The Board provides the Superintendent with thirty (30) days written notice that it intends to terminate the Superintendent's Contract and Addendum without a finding of fault and before the expiration of their terms;
 - ii. *Conference opportunity*. The Board shall afford the Superintendent an opportunity for a conference with the Board in executive session. The purpose of the conference, if requested by the Superintendent, will be to provide the Superintendent an opportunity to present information and reasons why termination is unwarranted, and an opportunity for the Board to reconsider whether or not the termination is in the best interests of the BCSC.
 - iii. *Opportunity to Resign*. Following the conference, unless the Board has decided against the termination of the Contract and Addendum, the Board will provide the Superintendent an opportunity to resign from Superintendent and applicable teaching positions and the Board will accept such resignation at its next regularly scheduled meeting and BCSC shall make the payment as set forth in Paragraph 8(e)(v) below. Such payment shall constitute the Superintendent's sole and exclusive right for remedy for a termination under this section, and the Superintendent shall have no other or further rights or remedies for termination or breach of agreement or otherwise, including any rights to any teaching position that may result from resignation from the Superintendent position; and the Board, in its discretion, may provide the Superintendent with reasonable and appropriate letters of recommendation.
 - iv. Vote for Termination. Should the Superintendent not resign, the Board may terminate the Superintendent's Contract and Addendum without cause by a majority vote of the Board taken at a public meeting to be held after the 30-day notice time requirement. In such event, BCSC shall make the payment as set forth in Paragraph 8(e)(v) below. Such payment shall constitute the Superintendent's sole and exclusive right for remedy for a termination under this section, and the Superintendent shall have no other or further rights or remedies for termination or breach of agreement or otherwise, including any rights to any teaching position that may result from resignation from the Superintendent position.

v. Severance Payment

1. If the Board terminates the Superintendent's Contract and Addendum without cause under section 8(e) the Superintendent shall be entitled to:

- a. Continuation of compensation and benefits for three months after the end of employment.
- b. A lump sum of \$40,000.
- c. The Board's three percent (3%) contribution to the Indiana State Teachers Retirement Fund.
- d. The Board's annual contribution to the 401(a) and 403(b) annuity plans.
- e. The per diem pay for accumulated unused vacation days as provided for other administrators.
- f. The payment for unused and accumulated sick leave days as provided for under the Teacher's Agreement.

vi. Waiver of Rights. Inconsideration of the abovementioned severance provisions, Superintendent waives any rights under *Indiana Code §§ 20-28-7.5 and 20-28-8*.

9. Regular Teacher Contract Provisions. In accordance with Indiana Law, the Board and Superintendent hereby incorporate by reference in this Addendum all of the provisions of the "Regular Teacher Contract," as executed by BCSC and Superintendent on the official form prescribed by the State Superintendent of Public Instruction, for each applicable school year, setting forth the salary and schedule of installment payments for Superintendent for that school year, except those provisions which are not applicable, to include without limitation all of the provisions regarding the cancellation of said regular teacher's contract, to persons employed as a superintendent of a school corporation and except as modified in this Addendum.

10. General Terms.

- a. State Law Construction. The terms of this Addendum shall be construed and regulated by the laws of the State of Indiana.
- b. Breach and Waiver. The breach of any provision hereunder shall not constitute a breach of the entire Addendum. However, the waiver by any of the parties hereto or a breach by any of the parties hereto shall not be a waiver by the non-breaching party of any subsequent breach of the breaching party.
- c. Severability. The parties agree that each and every paragraph, sentence, term, and provision of this Addendum shall be considered severable and that, in the

event a court finds any paragraph, sentence, term, or provision to be invalid or unenforceable, the validity, enforceability, operation, or effect of the remaining paragraphs, sentences, terms or provisions shall not be affected, and this Addendum shall be construed in all respects as if the invalid or unenforceable matter had been omitted.

11. **Entire Contract of Parties.** This Addendum and the Regular Teacher Contract contain all the agreed terms of employment of the Superintendent by the Board and cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by BCSC and the Superintendent and makes specific reference to this Addendum and/or the Regular Teacher Contract and the specific provision to be modified.

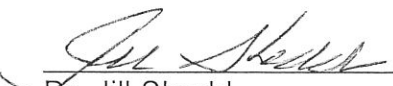
If required for purposes of compliance with a standard or request of the State Board of Accounts of the State of Indiana, the parties agree that they will execute one or more one year or multi-year Regular Teacher Contracts to implement the terms of this Addendum. The parties further agree that to the extent this Addendum is inconsistent with the Superintendent's Regular Teacher Contract, the terms of this Addendum shall control.

12. **Contract as a Public Record.** The parties agree that this Addendum is a public record under the Indiana Public Records Law, *Indiana Code* §§ 5-14-3, and 20-28-6-2 pertaining to teacher contracts generally.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 11th day of April, 2016.



Dr. Jim Roberts, Superintendent



Dr. Jill Shedd,
BCSC Board of Trustees President



Polly Verbanic,
BCSC Board of Trustees Secretary