

**GREATER CLARK COUNTY SCHOOLS
SUPERINTENDENT'S
CONTRACT OF EMPLOYMENT**

This Contract (hereafter "Contract") alters the Regular Teacher's Contract for the employment of Dr. Andrew Melin as Superintendent of Schools for the Greater Clark County School Corporation by the Board of School Trustees of the Greater Clark County School Corporation and by consent of the parties 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. Andrew Melin and the **"Board"** meaning the Board of School Trustees acting as the governing body of the Greater Clark County School Corporation.

The term, **"school year"** if used in this Contract means a period beginning on July 1 of a calendar year and concluding on June 30 of the following calendar year.

2. Employment of Superintendent and Term of Employment

The Board desires to employ the Superintendent and the Superintendent agrees to be employed by the Board as the Superintendent and Chief Executive Officer of the Greater Clark County School Corporation for an initial thirty-six (36) month term ("initial term") beginning on July 1, 2012, and ending on June 30, 2015, subject to the terms of this Contract.

Based on receipt of superior performance evaluations during the initial term of this Contract, the Contract shall be extended for one (1) additional year at the conclusion of the initial term without further Board action.

This Contract may be terminated prior to the end of the initial thirty-six (36) month period in accordance with the terms and conditions set out in Indiana Code 20-28-8-7.

Any extension of this Contract beyond what is set out above shall be in accordance with Indiana Code 20-28-8-8.

3. Duties of 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 attached to and incorporated into this Contract as a material term herein by reference:

(H.I.)

(ATTACHMENT A)

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, if any of these activities interfere with the performance of his duties as Superintendent and without prior notification and approval by the Board. It is understood that if the Board approves any form of outside employment, the Superintendent will not use corporation time, vehicles or staff services to prepare for, or perform these services.

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, including maintaining a license from the state of Indiana required for the position of Superintendent.

4. Superintendent's Evaluation

The Superintendent's job performance shall be evaluated by the Board of School Trustees based upon the duties set out in the job description attached and by using the evaluation tool developed by ISBA and IAPSS which is in compliance with the 2011 Indiana statute for evaluation of certified employees.

The Board of School Trustees shall perform its evaluation no later than May 31 annually, unless the time is changed by mutual agreement of the parties.

5. 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. Salary

The Superintendent shall be paid an annual (July 1 – June 30) base salary of one hundred seventy thousand dollars (\$170,000.00). The base salary shall be paid in twenty-six (26) installments on the schedule fixed for all full time employees of the Greater Clark County School Corporation.

b. Fringe Benefits

Fringe benefits for the Superintendent are set out in the Certified Administrators and Classified Directors Fringe Benefits document and include, in part, the following:

- **Vacation Leave**

Twenty (20) days of annual paid vacation leave. Vacation days accumulate in accordance with Board Policy 4143/4243.

- **Annual Leave**

The Superintendent shall be entitled to be absent from work without loss of compensation for a total of twelve (12) days each school year for the following purposes:

- Seven (7) days as sick leave
- Five (5) days as personal leave
- Use or retention of the days shall be in accordance with the Certified Administrators/Classified Directors Fringe Benefits document

- **Accumulated Leave**

Unused annual leave shall accumulate to a maximum of ninety (90) days. At such time as leave has accumulated to the maximum of ninety (90) days, the Superintendent shall be paid for unused annual leave above that amount at the end of each year, at the rate of one hundred twenty dollars (\$120.00) per day.

- **Out of District Accumulated Sick Leave Days**

In the event the Superintendent has one (1) or more days of accumulated sick leave in another school corporation, for which no compensation was received at separation of employment, those days shall be considered as accumulated sick leave and added to the Superintendent's accumulated sick leave days in the following manner: for the first through third years of employment up to five (5) days per year of sick leave, the

fourth through tenth years of employment up to four (4) days per year of sick leave, and for each year thereafter up to three (3) days of sick leave until the number of accumulated days to which said administrator was entitled in the last place of employment shall have been exhausted.

- **Life Insurance**

The Superintendent shall be provided life insurance coverage in the amount of one hundred thousand dollars (\$100,000.00).

- **Retirement**

Lump Sum Severance - The Superintendent shall be eligible for a lump sum severance benefit at retirement in the amount of two thousand dollars (\$2,000.00) if he meets the following criteria: (a) attains age fifty-five (55) by no later than December 31st of the calendar year in which he retires; (b) has been employed ten (10) years; (c) whose age and years of continuous service when added together equal at least 70; and, (d) has given proper written notification to the Board of School Trustees of his intent to retire.

- **Health Insurance Coverage**

The Superintendent shall be entitled to participate in the corporation's health insurance plan with compensation for said coverage paid in the same manner as is paid for Certified Administrative Employees. The Superintendent acknowledges that approval of insurance carrier(s) is the responsibility of the Board.

c. Relocation Expenses

- Absent an agreement to the contrary, Indiana Code 20-28-10-13 prohibits the Board from requiring that the Superintendent reside within the school corporation's geographic boundary. In recognition of the value of having the Superintendent reside within the school corporation, the Superintendent agrees that he shall maintain his principal residence in the school corporation during his employment pursuant to this Contract.
- Superintendent shall be compensated in an amount not to exceed twenty thousand dollars (\$20,000.00) for costs directly associated with his relocation to Greater Clark and said compensation shall be paid as reimbursement for expenses related to moving

costs, rental costs in the Greater Clark area and/or mortgage payments in current residence location. Reimbursement for said expenses shall be made after submission of valid receipts for the associated costs are provided to the Board for approval.

d. Vehicle

- In lieu of a corporation owned vehicle being provided to the Superintendent, the Board shall compensate the Superintendent in the amount of five thousand dollars (\$5,000.00) per year for the use of his personal vehicle for business related purposes.
- The Superintendent shall be responsible for all business related gasoline usage, maintenance and repairs to his personal vehicle.

e. Cellular Telephone

The Board shall provide the Superintendent with a corporation owned cell phone for business use. The Superintendent agrees to keep the cell phone operational at all times for business purposes.

f. Professional Memberships

- The Superintendent shall be allowed to participate in school-related professional memberships and the Board shall pay for the dues associated with said memberships in accordance with the school corporation's approved budget.
- The Superintendent shall attend ISBA/NSBA conferences and/or seminars with members of the Board of School Trustees at times when the Board determines his attendance would be beneficial.

g. ISTRF Employee Contribution

In addition to the other consideration 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. 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 salary for purposes of the Indiana State Teachers' Retirement Fund calculations.

h. Long Term Disability

The Superintendent shall be entitled to LTD coverage in the same manner as is provided to Certified Administrative Staff.

i. Tax Sheltered Annuity

The Board agrees to provide and pay for a Tax Sheltered Annuity for the benefit of the Superintendent using carriers approved for participation in Greater Clark in the amount of ten thousand dollars (\$10,000.00) annually during the term of this Contract. Said amount shall be funded in July following the end of each year of the Contract's term. The Superintendent may also participate in the approved employee contributed 403(b) plan which has been approved by the Board.

6. Cancellation of this Contract

Cancellation for Failure to Meet Minimum Qualifications

- a. The parties agree that at the time of the execution of this Contract, the Superintendent meets the minimum qualifications for the position of Superintendent as stated in the job description incorporated into paragraph 3, Attachment A of this Contract and that if, at any time the Superintendent no longer meets the minimum licensing qualifications, this Contract shall terminate immediately without any due process or other pre-condition to cancellation, except as is necessary to confirm non-compliance.
- b. The parties agree that provision 2 of this Contract identifies the appropriate statutory authorities for other reasons in which this Contract could be cancelled for reasons other than stated in 6. a.

7. Addendum to Contract

This Contract may be altered or rescinded for a new contract at any time by mutual consent of the Board and the Superintendent. The consent must be in writing and must be expressed in a manner not inconsistent with Indiana Code 20-28-8-6.

8. Entire Contract of Parties

The parties agree that each has had the right to seek 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 and that this Contract therefore contains all the agreed upon 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. Modifications to this Contract shall be approved by both parties in the same manner that this Contract was approved.

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 an Indiana Regular Teacher's Contract to implement the terms of this Contract. The parties further agree that to the extent that this Contract is inconsistent with the Superintendent's Regular Teacher's Contract, this Contract supplements said Regular Teacher's Contract and 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 Public Records Law, Indiana Code 5-14-3, and Indiana Code 20-28-6-2 pertaining to teacher contracts generally.

10. Drafting and Construction of this Contract

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.

11. Rights as Teacher

The rights of a Superintendent as a teacher under any other laws of the state of Indiana are not affected, per Indiana Code 20-28-8-6.

12. Savings Clause

If, during the terms of this Contract, it is found that a specific clause of this Contract is illegal in federal or state law, the remainder of this Contract not affected by such ruling shall remain in force.

AGREED THE _____ DAY OF JUNE 2012.

SUPERINTENDENT

**BOARD OF SCHOOL TRUSTEES
GREATER CLARK COUNTY
SCHOOL CORPORATION**

Dr. Andrew Melin

by: _____
Christina Gilkey, President

attest: _____

attest: _____
Kevin Satterly, Secretary

Approved as to form and legality:

Approved as to form and legality:

Attorney for Superintendent

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