

GREATER CLARK COUNTY SCHOOL CORPORATION
SUPERINTENDENT'S
CONTRACT OF EMPLOYMENT

This Contract (hereafter "Contract") alters the Regular Teacher's Contract for the employment of Mark Laughner 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 Mark Laughner 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 1st of a calendar year and concluding on June 30th 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 a period beginning July 1, 2019 and ending on June 30, 2022, subject to the terms of this Contract.

Conditioned on receipt of an annual "effective" or "highly effective" performance evaluation rating as established by the Board evaluation, this Contract shall automatically extend/rollover for an additional school year, up to five (5) years beyond the original three (3) year term, unless the Board of School Trustees votes in an open meeting to not extend/rollover said contract on or before January 1st of each year, subject to the terms and conditions in this contract as further set forth herein. It shall be the duty of the Superintendent and the Board to make a reasonable effort to acknowledge this provision and remind each party of the existence of the rollover provision reference herein by December 1st

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of each year. The parties agree this shall result in a continuous three (3) year contract unless one (1) party provides timely written notice to the other.

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, 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, property 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.

The Board of School Trustees shall perform its evaluation no later than May 31st annually, unless the date 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 1st – June 30th) base salary of one hundred fifty-five thousand dollars (\$155,000.00). 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. Provided the Superintendent is evaluated as highly effective or effective and meets the leadership goals of the Board, the Superintendent shall be entitled to the same base salary increases and stipends received by other two hundred sixty (260) day administrators.

b. Fringe Benefits

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

- **Vacation Leave**

Twenty (20) days of annual paid vacation leave. Retention of the days shall be in accordance with the Certified Administrators/Classified Directors Fringe Benefits document.

- **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.

- **Life Insurance**

The Superintendent shall be provided life insurance coverage in the amount of one hundred twenty thousand dollars (\$120,000.00).

- **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 seventy (70); and, (d) has given proper written notification, on or before January 1st prior to separation of employment as of the following June 30th 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. 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.

d. Cellular Telephone

A cell phone allowance of fifty dollars (\$50.00) will be paid to the Superintendent each month. The Superintendent agrees to keep the cell phone operational at all times for business purposes.

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e. 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 conferences and/or seminars with members of the Board of School Trustees at times when the Board determines his attendance would be beneficial.

f. ISTRF Employee Contribution

In addition to the other considerations 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 are 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.

g. Long Term Disability

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

h. 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

- a. Termination by Mutual Consent** – The parties may terminate this Contract on any date if the Board and Superintendent agree in writing to such termination. Neither party shall have any obligations to the other party after the date of termination.
- b. Failure to Meet Minimum Qualifications** – 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.

- c. **Termination on Expiration Date of Contract** – The Board may terminate this Contract on the expiration date set forth in this Contract as set forth in Indiana Code 20-28-8-7. The Superintendent may terminate this Contract on the expiration date set forth in this Contract, if the Superintendent, not later than January 1st of the year in which the contract expires, gives proper notice in writing to the Board.
- d. **Termination by the Superintendent Prior to the Expiration Date of Contract** – The Superintendent may terminate this Contract upon written notice of termination by providing the Board notice of resignation or retirement no less than one hundred twenty (120) days or an earlier date established by agreement between the Superintendent and the Board. If the Superintendent fails to provide due notice of resignation or retirement on or before January 1st prior to separation of employment as of the following June 30th as provided in this Contract, or without approval of the Board, any accrued benefits (including, but not limited to vacation days or annual days and VEBA funds) will be forfeited and the Superintendent shall not receive any retirement severance payment as set out in the Certified Administrators/Classified Directors Fringe Benefits document.
- e. **Termination by the Board Prior to the Expiration Date of Contract for Cause** – The Board may elect to terminate the Contract before the expiration date set forth in this Contract 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 this Contract. Upon the Board voting to cancel the Superintendent’s Contract for cause, the Superintendent shall be entitled to no further pay or benefits under the Contract.
- f. **Termination by the Board Prior to the Expiration Date of Contract without Cause** – The Board shall have the right to terminate the Contract without cause as follows:
 - *Notification:* The Board provides the Superintendent with thirty (30) days written notice that it intends to terminate the Superintendent’s Contract without a finding of fault and before the expiration of their terms;

- *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 Greater Clark County School Corporation. The Superintendent must request the conference within thirty (30) days upon receiving the Board cancellation notice.
- *Vote for Termination:* The Board may terminate the Superintendent's Contract without cause by a majority vote of the Board taken at a public meeting to be held after the thirty (30) day notice time requirement. In such event, GCCS shall make the payment as set forth below.
- *Separation Payment:* If the Board terminates the Superintendent's Contract without cause as set out above, the Superintendent shall be entitled to a separation payment with a reassignment to an administrative position. The payment set out below 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, except for the reassignment to an administrative position
 - A lump sum equal to six (6) months of base salary as is currently in effect under this Contract.
 - The Board's contribution to the Indiana State Teacher's Retirement Fund.
 - One half of the Board's annual contribution to the Annuity account.
 - The payment for accumulated unused vacation days and accumulated sick days as set out in the Certified Administrators/Classified Directors Fringe Benefits document.
- *Waiver of Rights:* In consideration of the abovementioned severance provisions, Superintendent waives any rights under Indiana Code 20-28-7.5-8

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 2019.

SUPERINTENDENT

**GREATER CLARK COUNTY
BOARD OF SCHOOL TRUSTEES**

Mark Laughner

by: _____
Katie Hutchinson, President

Attest: _____

Attest: _____
Milt Clayton, Secretary

Approved as to form and legality:

April Geltmaker, #25809-49
General Counsel
Greater Clark County School Corporation
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