

Carroll Consolidated School Corporation
Addendum to Teacher's Contract
Superintendent Contract

This **Superintendent Contract** (Contract) is entered into on the date written below between **Carroll Consolidated School Corporation** (CCSC), by the School Board of Trustees (Board) and **Keith Thackery** (Superintendent).

Recitals

- A. CCSC desires to retain the knowledge and experience of and to employ Superintendent as Superintendent of CCSC;
- B. Superintendent desires to be employed by CCSC;
- C. CCSC and Superintendent hereby enter into and reduce to writing the terms of service of Superintendent in accordance with Indiana Code 20-28-8-6, *et seq.*;

Therefore, CCSC hereby employs Superintendent and the Superintendent hereby agrees to be employed as Superintendent under the following terms and conditions:

- 1) **Term of Contract.** This Contract is for a period beginning January 1, 2019 (Beginning Date) and extending until December 31, 2021 (Expiration Date), or until such earlier time as Employment is terminated as provided by Indiana law or in this Contract.
- 2) **Renewal/Non-Renewal.** Unless written notice is given by a party prior to January 1 of the year of the Expiration Date (as may be extended) as provided by IC 20-28-8-7, this Contract will be automatically extended for an additional year. It is the parties' intention that this be a continuing three (3) year contract unless notice is provided otherwise as required by this Contract or Indiana law.
- 3) **Duties, Extent of Service, and Relationship of the Parties**
 - a) **Duties.** During the Employment Term, Superintendent shall serve CCSC as the Superintendent of CCSC, and shall have such duties as may be prescribed by law, set forth by CCSC policy, and as are assigned by CCSC from time to time.
 - b) **Chief Executive Officer - Reports to the Board of Trustees.** The Superintendent is the chief executive officer and reports to the Board of Trustees through the Board President, at Board Meetings and Executive Sessions and through other regular communication channels.
 - c) **Extent of Service.** The Superintendent is the Chief Executive Officer of CCSC, and as such, is expected to perform the duties of the Superintendent during the course of a full-time work week. In addition, the nature of the position requires that the Superintendent to be available during evenings and weekends, if required.
 - d) **Professional Growth.** The Board encourages the continuing professional growth of the Superintendent through his participation in professional seminars, programs, and

conferences sponsored by local, state, and national school administrator and school board associations, as well as seminars offered by public or private educational institutions, groups, persons, or associations, and will pay the expenses of same as approved and provided by the Board in its annual budget.

- e) Outside Consultant Activities. The Superintendent may serve as a consultant or undertake writing, teaching, or other professional duties and obligation outside the District (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the Superintendent's professional responsibilities to the District, and provided that the District incurs no cost or expense in connection with the provision of such consulting services. The Superintendent may accept an honorarium for such consulting services at no expense to the District. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law. For the first two years of service under this Contract, Superintendent will obtain approval from the Board of Trustees prior to accepting any outside engagement.
 - f) Notification of Allegations or Findings of Misconduct. The Superintendent shall immediately notify the Board, in writing, of any arrest, indictment, conviction, no contest or guilty plea, 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 within seven (7) calendar days of the occurrence of any such event.
- 4) Evaluation. No less than annually, on or before December 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 CCSC Policy 1240. The Board and Superintendent will develop a tool to assist in the evaluation process.
- 5) Professional Licensing requirement. Superintendent shall, at all times during the Contract Term, hold a valid license or certificate evidencing his qualifications to serve as Superintendent of a public school corporation in Indiana, as required by Indiana law and the regulations of the Indiana Department of Public Instruction. The description of such license is on file in the offices of CCSC and is incorporated into this Agreement by reference.
- 6) Compensation and Benefits. As payment for services, CCSC will pay the Superintendent as follows:
- a) Salary. The salary effective upon commencement of employment, shall be \$107,000 per annum, to be paid according to the CCSC compensation payment schedule, or 26 pays for a full year of employment.
 - b) Cell Phone Provided As Necessary Part of Duties. The Corporation agrees to pay seventy dollars (\$70) per month for the Superintendent to maintain a cell phone. It is further agreed that the Superintendent shall be available for contact by the Corporation through cell phone at all times as a necessary part of his duties.
 - c) Credit for Health Insurance, Tax-Favored Health Plans. In lieu of insurance as provided paragraph G of Article VI of the Teacher's Master Contract, The Corporation shall credit or pay the Superintendent with an additional salary amount of \$14,500.00, which may be applied toward the Superintendent's premium of the Corporation group

health insurance program and \$6,000.00 towards any Corporation-sponsored Health Savings (or similar) accounts, as directed by the Superintendent. Any amounts not applied toward insurance or a tax-favored health plan will be added to Salary.

- i) Superintendent Election. Superintendent may elect a payroll deduction of an additional amount to contribute to Superintendent's Tax-Favored Health Plan, up to the contribution limit imposed by the IRS. The election or change of this amount may be made as provided by law or by Plan Provider.
- ii) Adjustments by Insurer. Any adjustments made by the Superintendent or the insurer due to change in Superintendent's status or plan, due to qualifying events or other changes, will be adjusted accordingly within the above parameters.
- iii) Amount Allocation - Health Insurance, Tax-Favored Health Plan, Salary. The following amount have been allocated by the Superintendent to Health Insurance, Tax-Favored Health Plan, and to Salary as of the date of signature of this Addendum:

(1)	Health Insurance:	\$ 14,500
(2)	Tax-Favored Health Plan	\$ 6,000
(3)	Addition to Salary:	\$
(4)	Total:	\$ 20,500
- iv) Notification of Changes to Allocation. As permitted by the insurer or as otherwise permitted by this Addendum, the Superintendent may make changes to the allocation of the Credit amount. If, during the term of this Addendum, any changes are made to the amount allocated above, the Superintendent will notify the School Board of Trustees in writing.
- d) Salary Reportable to IST Retirement Fund. The total of the foregoing amounts a through c is intended to represent the Superintendent's basic salary as defined by IC 5-10.2-4-3, and such amounts shall be used to determine the average annual compensation defined in IC 5-10.2-4-3 and reported to the Indiana State Teacher Retirement Fund for the Superintendent.
- e) Vision Insurance. The Corporation shall contribute the amount as provided in the Teacher's Master Contract to be applied toward vision insurance.
- f) Dental Insurance. If available, Dental Insurance will be provide at Corporation Contribution amount offered to other employees.
- g) Life Insurance. The Corporation shall provide a life insurance policy equal in coverage to the annual salary of the Superintendent (as noted in paragraph a, above).
- h) Section 403(b) Annuity Plan. The Board also shall establish and maintain a Section 403(b) Annuity Plan ("403(b)") for the Superintendent. Contributions made on behalf of the Superintendent shall immediately vest with the Superintendent. For the initial term of this Contract, Superintendent contribution of 1 ½% or greater will result in Board contribution of ¾ of 1% (.75%)

- i) Paid Vacation. The Superintendent shall be entitled to twenty (20) days paid vacation annually. The Superintendent will be allowed to carry over five (5) vacation days per year. The Superintendent will also be entitled to all CCSC-recognized holidays, per Policy 4440.
 - j) Personal Leave. The Superintendent shall be entitled to two personal leave days per year. Personal days will not accumulate from year to year.
 - k) Other Leave Benefits. If not otherwise set forth in this Contract, the Superintendent shall be entitled to other leave benefits as set forth in the Master Contract for Teachers.
 - l) Transfer of Sick Days Credit. On January 1 of each year of the original term of this Contract, one-third (1/3) of the total number of sick days transferred from Superintendent's previous employment will be added to Superintendent's accumulation of sick days and deducted from the total number of sick days transferred from Superintendent's previous employment.
 - m) Association Dues. The Corporation shall pay the membership dues of the Superintendent to the following organizations:
 - i) Indiana Association of Public School Superintendents
 - ii) Indiana Association of School Business Officials
 - n) Income Protection/Disability Plan. The Board shall provide the Superintendent with an income protection plan in the amount set forth in Paragraph 6) a) and 6) c) iii), above.
 - o) Reimbursement of Expenses. The Board will reimburse the Superintendent for reasonable and customary expenses incurred while doing school business according to School Policy and the Employee Handbook. Reimbursement for mileage will be at IRS posted rates. The Corporation encourages the use of the Corporation truck for travel whenever possible. The Corporation will not reimburse mileage for routine trips within the district, except for inclement weather when safety and timeliness recommend the use of Superintendent's personal vehicle.
- 7) **Professional liability**
- a) Indemnity. CCSC 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 CCSC, in connection with any matter arising while the Superintendent was acting within the scope of employment, as provided by IC 20-26-5-4(17) or a successor statute.
 - b) Separate Legal Counsel. If Superintendent in good faith considers that a conflict exists in regard to the defense of any such claim between his legal position and the legal position of CCSC or other named parties, Superintendent shall have the right to employ separate legal counsel, in which case CCSC shall indemnify Superintendent for the costs of legal defense, to the extent permitted by Ind. Code 20-26-5-4(17) or a successor statute.

8) **Termination/Separation of Employment**

- a) Termination at End of Term. If the Superintendent gives written notice to the Board, or the Board gives written notice to the Superintendent, on or before January 1 of the year in which the Contract expires, the Contract shall terminate at the end of its Term.
- b) Termination Prior to Expiration of Contract Term.
- i) Mutual Agreement. The parties may terminate this Contract on any date if CCSC and the Superintendent agree in writing to such termination.
- ii) 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 Contract, any accrued benefits (including, but not limited to, vacation pay) will be forfeited.
- iii) For Cause. The Board of School Trustees (Board) may elect to terminate this Contract for cause as defined in Indiana Code 20-28-8-7(2), including, but not limited to, reasons as set forth in this Section, and the Board shall notify the Superintendent in writing of their reasons for terminating the Contract. The Board shall provide at least twenty (20) days' notice, and shall advise the Superintendent of the option for a hearing at least ten (10) days before termination at an official meeting of the governing body. Reasons for Termination for Cause may include:
- (1) If the Board has determined that the Superintendent has committed a crime (regardless of whether the Superintendent has been subject to criminal prosecution), or is convicted of a felony;
 - (2) The Superintendent fails, without just cause, to follow a written directive of the Board as communicated by the Board President or the Board Attorney. The written directive shall state the reason for the directive and the expected resolution
 - (3) The Superintendent fails to meet the minimum requirements for the position, including appropriate certification and licensure;
 - (4) The Superintendent fails to follow legal CCSC Policy;
 - (5) The Superintendent receives more than two (2) consecutive poor evaluations with no substantial progress toward correcting areas of concern identified in said evaluations;
 - (6) The Superintendent has materially misstated qualifications held.
- iv) Without Cause (buy-out). During the Contract Term, the CCSC shall have the right to terminate the Contract without cause as follows:
- (1) Notification. At any time the Board is not satisfied with the Superintendent's performance, the Board shall notify the Superintendent in writing of the reasons, if any, for terminating the agreement, pursuant to CCSC Policy 1241 and as required by State law. Furthermore, the notice shall provide at least ten (10) days written notice prior to taking action at a Board's Public Meeting of the intention to terminate this Agreement and shall, if requested by the Superintendent within five (5) days of receipt of the notice to terminate, afford the Superintendent an opportunity for a conference with the Board in executive

session. The purpose of a conference will be to provide the Superintendent an opportunity to present information and reasons why the Board should reconsider termination.

(2) Opportunity to Resign. Following the conference, unless the Board has decided against the termination of this Agreement, the Board will give the Superintendent an opportunity to resign from Superintendent and applicable teaching positions prior to the Public Meeting provided that, in such event, CCSC shall make the payment as set forth in Paragraph 9 (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.

(3) Vote For Termination. Should the Superintendent not resign, the Board may terminate this agreement without cause with a vote in support of termination by at least three of its members at a Public Meeting at which all Members of the Board are present, provided that, in such event, CCSC shall make the payment set forth in Paragraph 9, below. Such payment shall constitute his 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 provided under the provision for cancellation of a regular teacher's contract that Superintendent may have.

9) **Severance Payment.**

a) Compensation Through the End of the Then-Current Contract. If CCSC terminates this Contract without cause under section 8) b) iv) of this Contract, the Superintendent shall be entitled to continuation of compensation and benefits for the remainder of the term of the then-current contract, which will be December 31 of the following calendar year.

b) Waiver of Rights. In consideration of the abovementioned severance provisions, Superintendent waives any rights under IC 20-28-7 and 20-28-8.

10) **Amendment.** This Contract and the Regular Teacher's Contract entered into between CCSC and Superintendent constitute the entire Contract between the parties and cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by CCSC and Superintendent. This Contract supersedes all prior Contracts between the parties.

11) **Regular Teacher's Contract provisions.** In accordance with Indiana Law, CCSC and Superintendent hereby incorporate by reference in this Contract all of the provisions of the "Regular Teacher's Contract," as executed by CCSC 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 Contract.



12) **General Terms.**

- a) State Law Construction. The terms of this Agreement 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 Agreement. However, the waiver by any of the parties hereto of 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 Agreement 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 Agreement shall be construed in all respects as if the invalid or unenforceable matter had been omitted.

IN WITNESS WHEREOF, CCSC Board, through duly authorized representation and Superintendent have signed this Contract on the date written below.

Effective Date: 1/1/2019

Date Signed: 1/24/2019

<p>C. David Bordner, President</p>  <p>Carroll Consolidated School Corporation Board of Trustees</p>	<p>Keith Thackery</p>  <p>Carroll Consolidated School Corporation Superintendent</p>
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*This instrument prepared by Miriam E. Robeson, Attorney at Law
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