

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This contract (hereafter the "Contract") alters the basic teacher contract for the employment of Mr. Scott Miller as Superintendent (hereafter the "Superintendent") by the Board of Trustees for School City of Hammond (hereafter the "Board," "School Corporation," or "Corporation").

1. Employment of Superintendent and Term of Employment.

The Board agrees to employ the Superintendent and the Superintendent agrees to be employed by the Corporation as the Chief Executive Officer of the School City of Hammond for an initial period beginning on July 1, 2021 and concluding on June 30, 2024 subject to the terms of this Contract.

The parties agree that the term of this Contract shall automatically be extended one (1) school year on June 30, 2022, and then each successive June 30th thereafter, unless a party gives the other written notice on or before the preceding June 30th that the party does not agree to the automatic extension of this Contract. The parties agree this shall result in a continuous three (3) year Contract, unless one party provides timely written notice to the other as provided herein. The parties acknowledge and agree that the Contract term and any extension thereof shall be subject to early cancellation pursuant to the provisions of Paragraph 5, Contract Cancellation.

The parties agree that the Superintendent shall provide services on two hundred sixty (260) days during each school year and a proportionate number of work days in each partial school year of employment. For purposes of this Contract, a "school year" shall be defined as a period beginning on July 1 of one calendar year and concluding on June 30 of the following calendar year. These work days shall be provided in accordance with a schedule of work days established by the Superintendent so as to ensure the full and competent performance of the duties established in paragraph 2 of this Contract.

The Superintendent's two hundred sixty (260) scheduled workdays shall include vacation days, sick leave days, and any other leave granted pursuant to this Contract and the Administrators' Benefit Schedule. The Board agrees to review the Superintendent's performance at least once each school year.

2. Duties of the Superintendent.

The Superintendent and the Board agree that policymaking is the responsibility of the Board and that the operations and management of the School Corporation are the responsibilities of the Superintendent. The parties further agree that this division of responsibilities is consistent with and shall continue to be implemented consistent with the Indiana School Board Association Code of Ethics for School Board Members, which is incorporated into this Contract as a material term. 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 defined by Board policy and incorporated into this Contract by reference. The review of the Superintendent's job performance provided for in paragraph 3 of this Contract shall be based upon the duties in the job description, which job description 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 of School Trustees of the Corporation. The Superintendent is also responsible for complying with all directives of the Board, which are authorized by official Board action.

Unless otherwise approved by the Board, 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.

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 and will maintain a Superintendent license from the State of Indiana.

3. Evaluation of the Superintendent

The Board of School Trustees of the Corporation will review the Superintendent's performance no less than annually each year. The evaluation instrument shall be in accordance with the requirements of I.C. 20-28-11.5-1 *et seq.* A cumulative evaluation will be completed for each school year ending June 30th. Upon completion of the cumulative evaluation, any base increase shall become effective. The Board agreed to complete the cumulative evaluation no later than November 30 of any calendar year beginning 2021. The Superintendent shall not receive any raise for the following year if his evaluation is designated as "Improvement Necessary" or "Ineffective" as defined in Paragraph 4 a. of this Superintendent Contract. In the event a raise is not provided in any given year due to a rating of "Improvement Necessary" or "Ineffective," then the base salary will remain the same and the anticipated designated amounts will be deferred an additional year(s) until such time an improved evaluation is received.

4. Salary and Benefits.

The Board, in its discretion, may add base salary increases or stipends to the Superintendent's benefits provided said benefits are aligned to the needs of the Board and Superintendent's evaluation goals and do not to exceed a total of \$5,000 in any given year. Nothing in this Contract shall require the Board in any school year to grant a base salary increase or one-time performance pay stipend to the Superintendent. 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. Base Salary.

The Superintendent shall be paid an initial annual base salary of One Hundred Seven-Eight Thousand Dollars (\$178,000.00), which may be increased in future school years in accordance with the terms of this Contract. The Superintendent will be paid in twenty-six (26) equal bi-weekly installments on a schedule fixed for all employees of the Board.

Beginning with the Superintendent's evaluation based on the 2021-22 school year and each school year thereafter, if the overall rating of the evaluation for the Superintendent's evaluation is "effective" or "highly effective," then the Superintendent shall be entitled to a raise. The amount of the increase shall be Three Thousand Dollars (\$3,000) per year if the Superintendent's evaluation is "effective" or Five Thousand Dollars (\$5,000.00) per year if the evaluation is "highly effective." In the event that the administrative group raise would be higher than either of the previously delineated amounts of \$3,000 or \$5,000, the Superintendent shall be entitled to the administrative group raise consistent with an "effective" or "highly effective" evaluation. Increases in base salary by operation of this Paragraph 4(a) shall be approved by the Board retroactive to the beginning of the School Year for which the increase is applicable, shall not constitute an amendment to this Contract and shall become a part hereof, but shall not be considered a new agreement or an extension of the Contract. In the event the school system cannot provide a raise or a step increase to employees through the collective bargaining process, the Superintendent shall also forgo any raise for that year. The increase will be effective July 1 of any given school year correlating with the school year of the cumulative evaluation. There will be no salary increase because of an annual evaluation rating less than "effective" rating. The

Superintendent will not be entitled to receive base salary increases granted to teachers pursuant to the Master Teacher's Contract.

b. Stipend Salary.

Beginning with the Superintendent's evaluation based on the 2021-22 school year and each school year thereafter, if the overall rating of the evaluation for the Superintendent's evaluation is "effective" or "highly effective," then the Superintendent shall be eligible for performance pay stipends. Such stipends awarded to the Superintendent during the term of this Contract will be administrative group stipends and may be paid in the form of a lump sum payment. Stipends awarded pursuant to this provision of the Superintendent's contract will not become part of the Superintendent's annual base salary. The Superintendent will not be entitled to receive any one-time stipend payments that are paid to teachers pursuant to the Master Teacher's Contract.

The Board and Superintendent will mutually establish and agree upon three (3) annual performance goals to be accomplished within a school year and before the Superintendent's annual cumulative evaluation. One of the three (3) annual goals will be directly tied to the annual district letter grade or its equivalent as determined by the Indiana Department of Education based on state-wide student achievement results for students from School City of Hammond. The Board may determine which annual goal(s) will serve as the basis for awarding an annual stipend.

Any one-time performance stipend will be paid in the form of a lump sum payment that will not become part of the Superintendent's annual base salary but will be reported to the Indiana Teacher's Retirement Fund. The Superintendent can elect to have the stipend paid in a lump sum or contributed into any benefit plan allowing employee contributions and offered by the School Corporation, including to a Health Savings Account or retirement vehicle to the extent allowable by applicable Internal Revenue Code and the requirements of any benefit plan.

c. Vacation Leave.

In each school year, the Superintendent shall be granted paid twenty (20) vacation days in accordance with the School Corporation's Administrators' Benefit Schedule. The number of paid vacation days granted to the Superintendent via the Administrators' Benefit Schedule shall never be lower than twenty (20) days per year, but may, in the Board's sole discretion, be greater than twenty (20) days per year. Vacation days shall not accumulate from year to year. Unused vacation days from the previous contracted school year will be annually converted to a contribution into the Superintendent's annuity or 403(b) and the following school year at the rate of 50% of daily rate of base salary; the payment shall not be paid as a base salary increase. School holidays and school break periods identified in the school calendar identified as administrative holiday days are not required working days for the Superintendent and are not counted toward the vacation day allocation.

d. Personal Leave Days

In each school year, the Superintendent shall receive no less than three (3) personal business days in accordance with the Administrators' Benefit Schedule. The number of personal business days granted to the Superintendent via the Administrators' Benefit Schedule shall never be lower than three (3) days per year, but may, in the Board's sole discretion, be greater than three (3) days per year. If there are any remaining personal business days at the end of the benefit year, one day may be retained for use in the following year and the remaining days will be forfeited.

e. Family Illness Day

In each school year, the Superintendent shall receive no less than five (5) family illness days in accordance with the Administrators' Benefit Schedule. The number of family illness days granted to the Superintendent via the Administrators' Benefit Schedule shall never be lower than

five (5) days per year, but may in the Board's sole discretion be greater than five (5) days per year. For purposes of this Contract, "family illness" is defined by the Administrators' Benefit Schedule. If no days are used within a school year, one (1) day will be provided to the Superintendent's accumulated sick days.

f. Sick Leave.

In each school year, the Superintendent shall be annually granted thirteen (13) sick leave days for personal illness in accordance with the School Corporation's Administrators' Benefit Schedule. The number of paid sick leave days granted to the Superintendent via the Administrators' Benefit Schedule shall never be lower than thirteen (13) days per school year, but may in the Board's sole discretion be more than thirteen (13) days per school year. Sick leave days earned by the Superintendent while employed at the Corporation shall accumulate from year to year if unused. If the Superintendent would qualify for retirement severance, it shall be calculated based on the terms included in the Administrative Handbook. If not, any available sick leave remaining is forfeited.

g. Bereavement Leave.

A bereavement leave extending for not more than seven (7) consecutive days shall be allowed immediately after the death of an immediate family. The definition of an immediate family will be defined by the Administrators' Benefit Schedule. Bereavement leave for any other relationship must be approved by the Board. The number of paid bereavement leave days granted to the Superintendent via the Administrators' Benefit Schedule shall never be lower than seven (7) days per school year, but may in the Board's sole discretion be more than seven (7) days per school year.

h. Other Paid and Unpaid Leave.

In each school year, the Superintendent shall be granted any paid and/or unpaid leave that is required by state or federal law. The Superintendent shall also be granted any paid and/or unpaid leave that is authorized by the Board's policies then in force for its administrative employees in the Administrators' Benefit Schedule, including the Corporation's recognized legal holidays each school year.

i. Health, Vision and Dental Insurance.

The Board shall offer health insurance participation options consistent with the Corporation's health insurance plan benefits provided to employee groups. Said health insurance shall include the Superintendent's choice of single or family health plan options as well as options dental and vision insurance. Each school year, the Corporation will offer toward the Superintendent's health premium an annual dollar amount for the health plan option chosen by the Superintendent as determined by the Administrators' Benefit Schedule.

j. Term Life Insurance.

The Board will provide to the Superintendent a term life insurance policy in an amount (to the nearest \$1000) equal to 3.0 times the base salary with the maximum of \$300,000 at no additional cost. The Superintendent shall pay the cost of the AD&D rider.

k. Long Term Disability Insurance.

The Superintendent may participate in the School Corporation's long term disability plan under the same terms and conditions as provided under the Administrators' Benefit Schedule.

l. ISTRF Employee Contribution.

The Board will make any contribution to the Indiana State Teacher's Retirement Fund that would otherwise be required to be paid by the Superintendent.

m. Tax Sheltered Annuity

The Board will contribute annually to the Superintendent's Section 403(b) tax sheltered annuity plan an amount equivalent to 12% of base salary. The Superintendent will become vested in tax sheltered annuities upon employment.

n. Automobile Allowance.

The Superintendent will receive additional compensation for the use of his personal vehicle related to business travel in accordance with the Administrators' Benefit Schedule. The amount of additional compensation received under this provision shall never be below Six Hundred Dollars (\$600) per month, but may be greater than Six Hundred Dollars (\$600) per month. The additional compensation shall be paid to the Superintendent on July 1 of each year as a lump sum payment which shall never be below Seven Thousand Two Hundred Dollars (\$7,200), but may be greater than Seven Thousand Two Hundred Dollars (\$7,200). For all travel in excess of thirty (30) miles one-way from 41 Williams Street, Hammond, Indiana, the Superintendent shall also be provided reimbursement for mileage based upon the current IRS mileage rate. Superintendent shall provide documentation regarding the same consistent with IRS standards and Board protocols. Such allowance is taxable income to the Superintendent and shall be considered for purposes of TRF.

o. Fringe Benefits

The Superintendent shall be entitled to all of the fringe benefits contained in the School City of Hammond Administrative Handbook adopted by the Board of School Trustees and the same is incorporated into this Contract in its entirety by this reference. This includes, but is not limited to, participation in all insurance plans and employer contributions into a Health Savings Account ("HSA") provided to all Administrators of the Corporation. This also includes the "benefit days" as set forth in the Administrative Handbook.

p. Business and Professional Expenses.

The Board agrees to pay all reasonable expenses such as dues, travel, and other related expenses (which is determined in the sole discretion of the Board) for the Superintendent to attend state and national conferences to enhance his professional skills and knowledge, provided the Superintendent receives advance approval from the Board to attend such conference(s).

The Board agrees to pay for institutional memberships for professional organizations or membership fees for professional organizations that the Superintendent desires to join (e.g., IAPSS, AASA, IASBO, ASCD, PDK), provided the Superintendent receives advance approval from the Board prior to joining such professional organization(s).

q. Other Benefits.

The Superintendent may receive all other benefits established by the Board for all other administrative and certified employees of the School Corporation provided such benefits are consistent with the terms of this Contract and are specifically approved by the Board for the Superintendent.

5. Contract Cancellation.

The parties agree that the three alternative termination provisions set forth in this paragraph shall be the sole and exclusive means of cancelling the Superintendent of Schools Basic Teacher's Contract and this Contract (hereafter collectively referred to as the "Superintendent's Contracts") prior to their expiration date. Any of the following three alternatives (a, b or c) may be utilized by the Board at the Board's sole discretion to terminate the Superintendent's Contracts before their expiration date:

(a) Termination Option 1--The Board:

- (i) initiates cancellation for cause pursuant to IC 20-28-7.5-1(e) for one or more of the statutory reasons for cancellation of a teacher contract; and

- (ii) gives the Superintendent written notice of its intent to cancel the Superintendent's Contracts for cause and provides the Superintendent the opportunity to have a hearing before the Board in an official executive session at least ten (10) days before the Board meets in a public meeting to vote on the termination.
 - (iii) If the Superintendent requests a hearing with the Board under paragraph (a)(ii) herein, and if the Board would subsequently vote in a public meeting to approve the termination of the Superintendent's Contracts, then the Board will issue written findings that one or more of the statutory reasons for cancellation of a teacher contract contained in IC 20-28-7.5-1(b) exist.
- (b) Termination Option 2 –The parties agree that the following is the sole and exclusive means of terminating this Contract during its terms without cause. Either the Parties may agree in writing to terminate this Contract (inclusive of the underlying regular teacher contract) without cause; or the Board may unilaterally provide written notice to the Superintendent that it intends to cancel this Contract. However, no such elective Board cancellation notice under this provision may be given to the Superintendent sooner than six (6) months following the commencement of the term of any newly elected school board member. If the Board elects to cancel the Superintendent's Contracts without cause, the Board must provide the notice thirty (30) days in advance of said cancellation. Within three (3) business days of receipt of the notice, the Superintendent may request a conference with Board in executive session. If the Superintendent requests a conference with the Board, then such request shall be submitted in writing to the Board President. The purpose of the

executive session will be to afford the Superintendent with the opportunity to present information, to afford the Superintendent the opportunity to resign and to afford an opportunity for the Board to consider whether cancellation is in the best interest of the school corporation. giving not less than a twelve (12) months advance written notice to the Superintendent. If this Contract is cancelled without cause pursuant to this provision, including by resignation of the Superintendent, such termination shall be effective on the date specified in Board action. The Superintendent and the Board will refer to the reason for such resignation as "philosophical differences" or such other description as the Board and Superintendent shall mutually agree. To effectuate an immediate severance of employment, the Board shall pay the Superintendent an amount no greater than the lesser amount of the Superintendent's current base salary for one-year; two hundred-fifty (\$250,000); or an amount as otherwise permitted by law. No salary or benefits will continue to be due to the Superintendent after date specified in Board action. The Board and Superintendent may mutually agree to waive or shorten the notice period required for the Board's Contract cancellation without under this provision.

- (c) Termination Option 3--The School Board receives written notice from the Division of Professional Standards that the Superintendent no longer holds a license for the position of Superintendent of Schools from the Division of Professional Standards of the Indiana Department of Education or receives a certified copy of a court document indicating that the Superintendent was convicted of a crime. In the event one of these circumstances would occur, the Board may terminate the Superintendent's Contracts 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 Contracts pursuant to this provision.

If the Superintendent desires to request to the Board that his Superintendent's Contract be cancelled, then the Superintendent must give the Board at least sixty (60) days written notice prior to the effective date when such cancellation would become effective.

6. Defense and Indemnification.

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 within the scope of his employment as set out in paragraph 2 of this Contract to the fullest extent permitted by law. In no case will individual Trustees of the Board be considered personally liable for indemnifying the Superintendent against any demands, claims, suits, actions, and legal proceedings. The provisions of this paragraph shall exclude any activity of the Superintendent that is found to be wanton and willful misconduct on the part of the Superintendent. The provisions of this paragraph shall further exclude criminal conduct, malfeasance in employment, all conduct that is outside the scope of the superintendent's duties, any litigation in which the Superintendent is an adverse party to the Board, and all liabilities, costs and/or damages that are predicated on, or arise out of bad faith on the part of the Superintendent.

7. Entire Agreement and Contract Construction.

This Contract contains all the agreed terms of employment of the Superintendent by the Board. 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 standard teacher contracts to implement the terms of this Contract. The parties further agree that to the extent this Contract is inconsistent with the Superintendent's basic teacher contract, the terms of this Contract shall control. 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.

8. Contract as a Public Record.

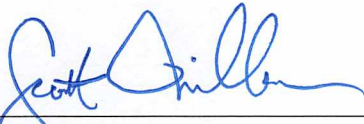
The parties agree that this Contract is a public record under the Indiana Public Records Law.

9. Governing Law and Severability.

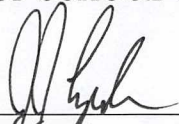
The Superintendent's Contracts shall be governed by the laws of the State of Indiana. If, during the term of the Superintendent's Contracts, any specific clause or provision thereof is determined to be illegal or in conflict with State or Federal law, the illegal or conflicting provision shall be deemed void. The remainder of the Superintendent's Contracts shall not be affected and shall remain in full force and effect.

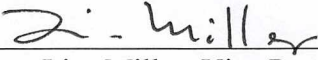
Agreed this 15th day of March 2022.

SUPERINTENDENT

By: 
Mr. Scott Miller
Superintendent of Schools

SCHOOL CITY OF HAMMOND
BOARD OF SCHOOL TRUSTEES

By: 
John Czulno, President
Board of School Trustees

By: 
Lisa Miller, Vice President

Board of School Trustees

By: Manny Candelaria Jr.
Manny Candelaria Jr., Secretary
Board of School Trustees

By: _____
Carlotta Blake-King, Member
Board of School Trustees

By: Cindy Murphy
Cindy Murphy, Member
Board of School Trustees