

## SUPERINTENDENT'S CONTRACT

THIS AGREEMENT made and entered as of the date written below, by and between KNOX COMMUNITY SCHOOL CORPORATION, of Starke County, Indiana, by its Board of School Trustees, hereinafter referred to as "Employer", and WILLIAM C. REICHHART, hereinafter referred as "Employee." It is understood that this Contract shall take effect on the 1<sup>st</sup> day of August, 2020, and continue until its conclusion.

WITNESSETH:

1. **TERM**

Employer does hereby employ Employee to be Superintendent of the public schools of the Knox Community School Corporation for a period of three (3) years beginning on the 1<sup>st</sup> day of August, 2020, and ending on the 31<sup>st</sup> day of July, 2023.

2. **PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF THE SUPERINTENDENT**

A. Employee represents that he is the holder of a Superintendent's License issued under authority of the State of Indiana.

B. Employee, in consideration of the promise of Employer to pay the salary set out during said three (3) year period, agrees to do and perform all of the various duties connected with and pertaining to the office of the Superintendent of the Public Schools of the Knox Community School Corporation, Starke County, Indiana, and to supervise, direct and determine, subject to the approval of the Board of School Trustees, all matters relating to the courses of study, methods of instruction, adoption of textbooks,

supervision of children and teachers, custodial services, assignment of teachers and employment of teachers. Employee agrees to assume responsibility for the character of the school system, for discipline and for personnel employed by the school system, and to keep such records of the Employer as shall show to the Board of School Trustees at all times the true condition of the school system.

C. The Employee shall organize, reorganize and arrange the administrative and supervisory staffs, including instruction and business affairs which in his judgment best serves the Employer. The responsibility for selection, placement and transfer of personnel shall be vested in the Employee, subject to the approval by the Board. The Board, individually and collectively, will refer promptly to all criticism, complaints and suggestions called to its attention to the Superintendent for study and recommendation.

### 3. OUTSIDE ACTIVITIES AND PROFESSIONAL GROWTH

A. The Employee shall engage in no outside activities which materially interfere or conflict with his duties and responsibilities to the Knox Community School Corporation.

B. The Corporation will pay Employee's membership to any professional organization and Employee's dues for any civic organization joined.

C. It is understood and agreed that the Employer shall pay the necessary and reasonable traveling expense of the Employee when required to make any trips outside the boundaries of Employer for the purpose of employment of teachers or in conducting any other business of said Employer. It is also understood that the Employer will pay the

expenses incurred by the Employee in attending any approved professional meetings. Mileage reimbursement will be paid at the IRS rate in effect at the time of travel. It is further agreed that the basis for such payments shall be the actual expenses involved. Employer shall also pay the membership dues for Employee's membership in the American Association of School Administrators, the Indiana Association of Public Superintendents, and IASBO.

4. **COMPENSATION**

A. Employer, in consideration of the services to be performed by Employee and the covenants herein contained of Employee, agrees to pay as salary for such services of Employee, the sum of \$111,500.00 annually, effective the 1<sup>st</sup> day of August, 2020, to be paid in twenty-four (24) equal payments to the Employee.

B. The Employee shall receive \$300,000.00 in term life insurance coverage provided by the Employer so long as Employee is insurable. The Employee may maintain corporate life insurance at his own cost upon retirement. The Employee shall be allowed to participate in the Employer's Long Term Disability program at Employer's cost.

C. The Employee shall receive twenty (20) days of vacation time each year during the term of this Agreement. However, the parties agree that he shall not take more than 10 consecutive days of such vacation without first receiving approval of the Employer. Unused days may accumulate up to 40 days. Any unused days above 40 days will be paid to Employee annually at his daily rate of pay in effect at the time payment is

made.

D. The Board shall contribute \$18,840.00 annually during the term of this Agreement into a tax sheltered annuity.

E. The Employee shall be furnished family or single health, dental and vision insurance offered by the Employer at a one dollar (\$1.00) cost per year. Employee may continue to be on the Employer's health, dental, and vision plan upon retirement until the age of 65. The employee will be responsible for all costs upon retirement.

F. Employee will receive the following holidays paid:

1. Fourth of July
2. Labor Day
3. Thanksgiving Day
4. Day following Thanksgiving
5. The Work Day prior to Christmas
6. Christmas Day
7. The Work Day immediately following Christmas
8. The Work Day prior to New Year's Day
9. New Year's Day
10. Good Friday
11. Memorial Day

G. Employee shall be entitled to be absent from work due to personal illness or family illness for a total of ten (10) days per year without loss of compensation. If the Superintendent has a need in any Contract year to use more than the ten (10) illness leave days granted herein, then any additional illness days used would have to be taken from the Superintendent's unused and accumulated sick leave days or his Catastrophic Sick Leave Bank described in Paragraph 6 of this Contract. In the event the Superintendent would have no accumulated sick leave days and no remaining days in his Catastrophic

Sick Leave Bank, then any additional illness days taken would have to be approved by the School Board and would be without pay. Documentation to verify illness may be required. If in any one year the Employee is absent due to personal illness for fewer than the number of days allowed, the remaining days will be accumulative to 100 days.

H. Three (3) days during each contractual year of employment for the transaction of personal business shall be granted to Employee upon request in writing to the Board of Trustees. Personal leave days may accumulate to a maximum of five (5) per year. All other unused personal business days will be credited to accumulated personal illness days.

I. At the end of each contract year, the Employee shall be compensated \$125.00 for each sick day accumulated over 100. These dollars shall be placed in a tax-free benefit account (401a). Upon retirement from Knox Community School Corporation, the Employee shall be compensated an additional \$115 dollars for any unused sick days. These dollars shall be placed in a tax-free benefit account (401a).

##### 5. **PROFESSIONAL LIABILITY**

A. The school corporation agrees that it shall defend, hold harmless and indemnify the Employee from any and all demands, claims, suits, actions and legal proceedings brought against the Employee in his individual capacity, or in his official capacity as agent and employee of the school corporation, provided the incident arose while the Employee was acting within the scope of his employment, excluding criminal litigation. This indemnification shall survive Employee's severance or retirement from

employment with the school corporation. However, no individual board member shall be personally liable for indemnifying the Employee against such demands, claims, suits, actions or legal proceedings

B. If a conflict of interest exists regarding the defense of such claim between the legal position of the Employee and the legal position of the school corporation, the Employee may engage separate counsel, in which event the school corporation shall indemnify the Employee for legal defense as permitted by state law.

C. The school corporation shall not, however, be required to pay any costs of any legal proceedings in the event the school corporation and the Employee shall have adverse interests in such litigation.

#### **6. TRANSFER OF SICK LEAVE DAYS FROM PRIOR EMPLOYER**

The Superintendent may immediately transfer all sick leave days he accumulated while employed by his prior school employer, which is 90 sick leave days. These days will be placed in a bank called the Superintendent's Catastrophic Sick Leave Bank and may be used by the Superintendent for personal illness or family illness in the event the Superintendent would exhaust all sick leave days earned and/or accumulated through his employment with the Knox Community School Corporation. The Superintendent's transferred sick leave days from his prior school employer into his Catastrophic Sick Leave Bank are not intended as deferred compensation and shall have no cash value at the end of his employment with the Knox Community School Corporation.

**7. CELL PHONE AND WORK COMPUTER**

The Superintendent will maintain a cellular phone with e-mail capabilities for business purposes. The monthly cell phone stipend shall never be below \$125.00 a month, but may be higher than \$125.00 a month in the Board's sole discretion.

The Board will provide the Superintendent with a School-issued computer, laptop, or other comparable device for use for school business purposes during his employment with the School Corporation.

**8. OTHER BENEFITS**

The Superintendent will be entitled to all other benefits established, or that may be established, by the Board for all other administrative employees of the School Corporation provided such benefits are not in conflict with the terms of this Contract. To the extent the benefits for other administrative employees conflict with or duplicate a benefit provided by this Contract, then this Contract shall control and the benefit provided by this Contract shall be the benefit provided to the Superintendent.

**9. GOALS AND OBJECTIVES**

On or within ninety (90) days after the execution of this Agreement, the parties shall meet to mutually establish Employer's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and will be among the criteria by which the Employee is evaluated as hereafter provided. On or prior to June 1 of each year, the parties will meet to mutually establish the Employer's goals and objectives for the next school year.

**10. EVALUATION**

The Board shall annually evaluate and assess in writing the performance of the Employee. This evaluation and assessment shall be reasonably related to the position description of the Employee and the mutual goals and objectives of the Employer and Employee for the year in question.

**11. TERMINATION OF EMPLOYMENT CONTRACT**

A. This employment contract may be terminated by:

1. Mutual agreement of the parties;
2. Resignation of the Superintendent;
3. Discharge for Cause;
4. Death of the Superintendent.

B. Discharge for cause shall be in accordance with the Indiana Statutes stipulating cause for dismissal of an established teacher.

**12. SAVINGS CLAUSE**

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

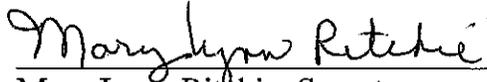
IN WITNESS WHEREOF, the Board has caused this employment contract to be approved in its behalf by a duly authorized officer and the Employee has approved the employment contract effective on the day and year first above written.

**EMPLOYER**

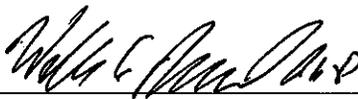
KNOX COMMUNITY SCHOOL CORPORATION  
BOARD OF SCHOOL TRUSTEES

By   
Kirk Bennett, President

ATTEST:

  
Mary Lynn Ritchie, Secretary

**EMPLOYEE:**

  
William C. Reichhart, Superintendent

9-8-2020