

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT made and entered as of the date written below, by and between JOHN GLENN SCHOOL CORPORATION, of St. Joseph County, Indiana, by its Board of School Trustees, hereinafter referred to as "Employer", and CHRISTOPHER L. WINCHELL, hereinafter referred as "Employee." It is understood that this Contract shall take effect on the 1st day of July, 2021, and continue until its conclusion.

WITNESSETH:

1. **TERM**

Employer does hereby employ Employee to be Superintendent of the public schools of the John Glenn School Corporation for a period of five (5) years beginning on the 1st day of July 2021, and ending on the 30th day of June 2026.

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 work days shall include vacation days, sick leave days, personal days and any other leave granted pursuant to this Contract.

The parties further agree that the duties performed by the Employee pursuant to this Contract are unique in the School Corporation, and the Employee will therefore not be transferred or reassigned by the Board to another position without his written consent.

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 five (5) 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 John Glenn School Corporation, St. Joseph 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's 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 all criticism, complaints and suggestions called to its attention to the Superintendent for study and recommendation.

D. The parties agree that the description of the duties as Superintendent as stated in this Contract represent a reasonable division of responsibilities between the policy making responsibility of the Board and the implementation and management 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 Boards' Association Code of Ethics for School Board members, which is attached to and incorporated into this Contract as a material term.

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 John Glenn School Corporation.

B. The Corporation will pay Employee's membership to any approved professional organization and Employee's dues for any approved 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. Reimbursable business travel expenses shall

include, but are not limited to, the Superintendent's mileage to and from school activities that take place outside of the boundaries of the John Glenn School Corporation. It is also understood that the Employer will pay the expenses incurred by the Employee in attending any approved professional meetings. It is further agreed that the basis for such payments shall be the actual expenses involved. The Board will reimburse the Superintendent for mileage associated with business travel using his personal vehicle at the standard rate approved by the Internal Revenue Service.

D. Employee shall be permitted to take five (5) leave days (in addition to any other leave days provided in this contract) for the first three (3) years of this contract for purposes of him performing work related to his continuing education efforts.

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 \$124,300.00 annually, effective the 1st day of July 2021, to be paid in twenty-six (26) equal payments to the Employee. Effective the 1st day of July, 2022, Employer shall pay to Employee \$125,075.00.

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

C. The Employee shall receive fifteen (15) days of paid time off each year

during the term of this Agreement. The parties agree that he shall not take more than 5 consecutive days of such vacation without first receiving approval of the Employer. Any unused days, up to a maximum of five (5), will be annually paid to the Employee at his daily rate of pay. The Superintendent's daily rate of pay shall be calculated by taking the Superintendent's base salary divided by 260 days.

D. The Superintendent shall have the option to immediately transfer all sick leave accumulated in his prior employment. In addition, the Employee will receive eleven (11) personal/sick days annually. All of the days may accumulate to a maximum of 260 days. These days will have no value.

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

F. The Board shall contribute \$3,000.00 annually during the term of this Agreement into a tax-sheltered annuity.

G. The Employee shall be furnished a high deductible health, dental and vision plan (Plan 2 HDHP). Employer shall pay all but \$1.00 of the cost of the premium of the Plan 2 HDHP family plan for the Employee. The Employer shall also contribute each contract year into the Employee's health savings account the maximum amount of \$4,700.00. If the death of the Superintendent occurs during the contractual period, the Corporation will provide the above-mentioned benefits to his immediate dependents for a period of two (2) calendar years.

H. Employee will receive the following holidays paid:

1. New Year's Eve Day;
2. New Year's Day;
3. Day after New Year's Day (if not a student attendance day);
4. Good Friday;
5. Memorial Day;
6. Independence Day;
7. Labor Day;
8. Thanksgiving Day;
9. Day after Thanksgiving;
10. Christmas Eve Day;
11. Christmas Day; and,
12. Day after Christmas.

I. The Corporation shall provide to the Employee at the Corporation's expense a cellular phone with e-mail and texting capabilities.

J. Employee shall receive a one-time stipend of \$500.00 to be paid during the 2021-2022 school year.

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, and provided such liability coverage is within the authority of the School Board to provide under state law. 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. **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.

7. **EVALUATION**

The Board shall annually evaluate and assess in writing the performance of the Employee on or before the 3rd Tuesday of November. 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.

8. **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.

9. **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.

10. **ENTIRE AGREEMENT, CONTRACT AMENDMENTS AND CONSTRUCTION**

The parties agree that each has had the opportunity to obtain 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. This Contract and the Employee's basic teacher's contract contain the entire agreement of the parties with respect to the employment of the Employee. Any modification or amendment to this Contract must be approved in writing by both the Employee and the Board and in accordance with law. 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.

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

JOHN GLENN SCHOOL CORPORATION
BOARD OF SCHOOL TRUSTEES

By _____
William Groves, President

ATTEST:

Christian Mattix, Secretary

EMPLOYEE:

Christopher L. Winchell, Superintendent