

## **SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

This contract (hereafter "this Contract") alters the basic teacher contract for the employment of Kirk A. Freeman, as Superintendent by the Board of School Trustees of the Monroe-Gregg School District 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 Kirk A. Freeman; and the "Board" meaning the Board of School Trustees acting as the governing body of the Monroe-Gregg School District (M.G.S.D.).

The term "school year" as used in this Contract means a period beginning on July 1 of one calendar year and concluding on June 30 of the following calendar year.

The term "Master Agreement" as used in this Contract means the contract between the Board and the Monroe-Gregg Teachers Association negotiated pursuant to Indiana Code 20-28.

### **2. Employment of Superintendent and Term of Employment**

The Board employs the Superintendent and the Superintendent agrees to be employed by the Board as the Chief Executive Officer of M.G.S.D. for a period beginning on July 1, 2018 and concluding on June 30, 2021 subject to the terms of this Contract.

The work product of the Superintendent that is prepared in the scope of his employment is the property of the school corporation.

### **3. Duties of the Superintendent**

A. The Superintendent is required to direct his full time and attention to the business of the School Corporation and not to outside activities unless specifically approved by the Board of School Trustees.

B. The duties of the Superintendent to be performed are set forth in a job description for the position which is defined by Board policy and is incorporated into the Superintendent's contract. The review of the Superintendent's job performance shall be based upon the duties in the job description.

C. Work product of the Superintendent that is prepared in the scope of his employment is the property of the School Corporation.

#### **4. Salary and Benefits**

- A. The Superintendent's salary shall be \$112,000.00 annually beginning July 1, 2018. The Superintendent is reviewed at least once each school year. If the Superintendent is evaluated as either effective - 3 or highly effective - 4, he will receive an additional annual salary or TSA of \$10,000, each year, not cumulative.
- B. Health Insurance. The Superintendent will be eligible to participate in the group health insurance plan. The School Corporation pays the entire contribution except \$1.00 toward the Superintendent's premiums for a single or family medical insurance policy.
- C. Life Insurance. The School Corporation shall provide a term life insurance policy for the Superintendent with a death benefit of \$100,000.00. The School Corporation pays the entire contribution except \$1.00 toward the Superintendent's premiums.
- D. Holidays. School Corporation scheduled holidays in addition to vacation days.
- E. Vacation Days and Sick Leave. The Superintendent shall have 20 vacation days and 10 sick leave days annually. Sick leave days accumulate without a maximum of total days. The Superintendent shall also be entitled to all scheduled holidays that all employees have in addition to vacation days.
- F. Long Term Disability Insurance. The School Corporation shall provide long term disability insurance for the Superintendent and the School Corporation shall pay the entire contribution except \$1.00 toward the Superintendent's premiums.
- G. Clubs and Organizations. The School Corporation shall reimburse the Superintendent for the annual cost of membership in the Indiana Association of Public School Superintendents and the Indiana Association of School Business Officials.
- H. Conferences. The School Corporation will pay all reasonable expenses for the Superintendent to attend state and national conferences with prior Board approval.
- I. Cell Phone. The School Corporation shall pay \$35.00 per month towards the Superintendent's cell phone bill.
- J. The Superintendent shall receive all the Leaves and Insurance Benefits identified in the Master Agreement. The pertinent articles of the Master Agreement are incorporated into this Contract as a material term.
- K. The Superintendent shall be entitled to paid or unpaid leave in any circumstance in which paid or unpaid leave is required by state or federal law or permitted by the Board's policy.
- L. Teachers Retirement Fund. The School Corporation shall pay the Superintendent's statutorily required teacher retirement fund contribution, which is currently 3% of the Superintendent's Base Salary.

The School Corporation shall contribute an amount equal to 3% of the Superintendent's annual base salary to a matching 401(a) retirement annuity plan.

M. Mileage. The School Corporation shall reimburse the Superintendent for mileage for school business travel at the rate allowed by the Internal Revenue Service.

N. The Superintendent is immediately vested as an employee in the Monroe-Gregg School District severance package.

O. Moving Expense. The Board will reimburse the Superintendent for documented moving expenses approved by the Board up to a maximum of \$2,000.00.

P. Other Benefits. The School Corporation will provide all benefits provided to other school administrators that are not inconsistent with the terms of this contract.

Q. The Superintendent may, with prior agreement of the Board, undertake consultative work, speaking engagements and university teaching assignments. If days occur during the week, they will be charged against his vacation or personal days.

#### **5. Cancellation of this Contract**

This Contract may be cancelled in the following circumstances:

1. the parties agree in a written agreement to cancel it;
2. this contract may be cancelled for reasons stated in IC 20-28-8-7.

#### **6. Renewal and Non-Renewal of this Contract**

This Contract shall be renewed and non-renewed pursuant to the provisions of Indiana Code 20-28-8-7 and 8.

#### **7. Defense and Indemnification for Acts in Performance of Duties**

The School Corporation will defend, hold harmless and indemnify the Superintendent in legal actions involving incidents in which the Superintendent was legally acting within the scope of his employment.

#### **8. Attorney Fees for Breach of Contract**

It is further agreed that if either party breaches the terms or conditions of this contract, the party who breaches this contract shall be responsible for paying the attorney fees of the other party.

#### **9. Entire Contracts of Parties**

The parties agree that each has had the assurance of counsel in the process of negotiating the

terms of this contract and therefore this contract contains all the agreed 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 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 one or more one-year or multi-year standard teacher's contracts to implement the terms of this contract.

**10. Contracts as a Public Record**

The parties agree that this Contract is a public record under Indiana Public Records Law, Indiana Code 5-14-3, and Indiana Code 20-28-6-2 pertaining to teacher contracts generally.

The parties further agree that to the extent that this contract is inconsistent with the Superintendent's basic teacher contract, this Contract replaces, the terms of this Contract shall control.

This Contract is executed this \_\_\_\_\_ day of April, 2018. A copy is placed with the Basic Teacher Contract.

**SUPERINTENDENT**

**BOARD OF SCHOOL TRUSTEES  
MONROE-GREGG SCHOOL DISTRICT**

Approved \_\_\_\_\_  
Kirk A. Freeman, Superintendent

By: \_\_\_\_\_  
Christopher E. Williams, President

By: \_\_\_\_\_  
Thomas C. Kennedy, Vice President

By: \_\_\_\_\_  
Jack W. Elliott, Secretary

By: \_\_\_\_\_  
Celina A. Clements, Member

By: \_\_\_\_\_  
Timothy J. Pridemore, Member