

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This contract (hereafter "this Contract") alters the basic teacher contract for the employment of Randall Lee Taylor, as Superintendent by the Board of School Trustees of the Mooresville Consolidated School Corporation 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 Randall Lee Taylor; and the "Board" meaning the Board of School Trustees acting as the governing body of the Mooresville Consolidated School Corporation (M.C.S.C.).

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 Mooresville Classroom 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.C.S.C. for a period beginning on July 1, 2020 and concluding on June 30, 2023 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 July 1, 2021, and then each successive July 1 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 that the Contract term and any extension thereof shall be subject to cancellation and/or non-renewal pursuant to the provisions of paragraphs 5 and 6.

Randall Lee Taylor, the Superintendent shall provide services on 260 days during each school year. The 260 days includes paid vacation days, paid corporation holidays, and paid days for conferences, workshops, and seminars as approved by the Board through its Administrator Benefits Handbook.

The Superintendent shall direct his full time and attention to the business of the School Corporation and not to outside activities unless agreed otherwise in this Contract or specifically approved by the Board of School Trustees.

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

The parties agree that the duties of the Superintendent as stated in Section C-1 of the M.C.S.C. Board Policy Manual which is attached to and incorporated into this Contract as a material term, represents a reasonable division of responsibilities between the policy making responsibility of the Board, and the operation and management responsibilities of the Superintendent. The parties further agree that this division of responsibilities is to be interpreted utilizing the principles contained in the Indiana School Board's Association Code of Ethics for School Board members which is also a part of the M.C.S.C. Board Policy Manual and is attached to and incorporated into this Contract as a material term.

4. Salary and Benefits

A. The Superintendent's initial salary under this Contract shall be \$120,657.00 annually beginning July 1, 2020, which salary may be increased in accordance with the terms of this Contract. The Superintendent's performance shall be reviewed at least once each school year. If the Superintendent is evaluated as either highly effective or effective, the Board will grant the Superintendent a base salary increase that is equivalent to the highest base salary increase received by a teacher or an administrator (whichever is highest) who is employed by the School Corporation (either in percentage or flat dollar, whichever is applicable) during the applicable Contract year.

B. Annuity. The Board shall pay the Superintendent an additional salary amount of \$22,000.00, which the Superintendent may, but need not, elect to be contributed to an Internal Revenue Code Section annuity plan for each year of employment for the Superintendent. The amount paid to the Superintendent herein shall be subject to State and Federal taxes and, if permitted by law, be included in "annual compensation" as defined in IC 5-10.2-4.3(c) and used to determine the "average of annual compensation" defined in IC 5-10.2-4.3 (b) and reported to the Indiana State Teacher Retirement Fund for purposes of calculating the Superintendent's retirement benefit.

C. 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.

D. Life Insurance. The School Corporation shall provide a term life insurance policy for the Superintendent in accordance with the district's Administrator Benefits Handbook, with a death benefit that is at least \$100,000.00, but may be higher than \$100,000.00 in the sole discretion of the Board per the Administrator Benefits Handbook. The School Corporation pays the entire contribution except \$1.00 toward the Superintendent's premiums.

E. Vacation Days and Sick Leave. In each Contract year, the Superintendent shall be granted vacation days and sick leave days in accordance with the School Corporation's Administrator Benefits Handbook. The number of paid vacation days granted to the Superintendent via the Administrator Benefits Handbook shall never be lower than 20 days per year, and the number of paid sick leave days shall never be lower than 11 days per year. Sick leave days accumulate without a maximum of total days. The Superintendent shall be permitted to transfer all unused personal

illness days from his previous school employer. The Superintendent is a member of the Sick Leave Bank as provided in the Agreement. 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, the Indiana Association of School Business Officials and any other club or organization that has been approved by the Board. The School Corporation shall pay all reasonable expenses for the Superintendent to attend state and national conferences which have been approved by the Board.

H. Cell Phone. The School Corporation shall provide the Superintendent with a cell phone and pay the monthly cell phone bill.

I. The Superintendent will be entitled to all other benefits established by the Board for teachers of the School Corporation provided such benefits are not in conflict with the terms of this Contract. To the extent the benefits for teachers 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.

J. 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 policies and Administrator Benefits Handbook.

K. 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 in accordance with the School Corporation's Administrator Benefits Handbook an amount to the Superintendent's 401(a) retirement annuity plan, which contribution amount shall never be below 3% of the Superintendent's annual base salary that is in effect at the time of the Board's contribution to the plan, but may be higher than such amount as approved by the Board in the Administrator Benefits Handbook.

L. Each Contract year, the Board shall pay the Superintendent \$30.00 per hour for each year of graduate credit he possesses above the Master's Degree, which annual payment will be made to the Superintendent in one lump sum check.

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 Mooresville Consolidated School Corporation severance package, which is described in the Administrator Benefits Handbook.

O. Mooresville Consolidated School Corporation will provide the Superintendent with a vehicle for the use by the Superintendent.

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. 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.

Q. The Superintendent shall be eligible to participate in the Board approved Credit Union.

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 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 his duties.

8. Attorney 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.