

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This contract (hereafter "this Contract") is a new contract which is a part of, but alters the basic teacher contract for the employment of Joshua E. Edwards, as Superintendent by the Board of Trustees of Southwestern Consolidated School District of Shelby County Indiana, by consent of the parties in a 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:

"The Superintendent" meaning Joshua Edwards; and the **"The Board"** meaning the Board of Trustees acting as the governing body of Southwestern Consolidated School District of Shelby County, **"The School Corporation."**

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.

2. Employment of Superintendent & Term of Employment.

The Board employs the Superintendent, and the Superintendent agrees to be employed by the Board as the Chief Executive Officer of Southwestern Consolidated School District of Shelby County for a period of 2 years and 81 workdays, beginning on March 9, 2022, and concluding on June 30, 2024, subject to the terms of this Contract.

The parties agree that the Superintendent shall provide services for twelve (12) months during each school year. The 260 workdays per year of the Superintendent shall be provided in accordance with a schedule established by the

Superintendent so as to ensure the full and competent performance of his duties on behalf of the School Corporation.

The Superintendent shall have twenty (20) vacation days per year in addition to national holidays. He may accumulate up to 30 days. Any days not used by the Superintendent in excess of 30 days shall be lost.

The Superintendent shall have three (3) personal days with pay each year.

The Board agrees to review the Superintendent's performance at least once a school year prior to December 24. The Board may, at its option, review the Superintendent's performance a second time during the school year, prior to May 1.

The Superintendent's contract will automatically be extended at the end of the first year and 81 days (June 30, 2023) and each year thereafter so that it continues for a period of three (3) years. In other words, the Superintendent shall have a rolling three (3) year contract beginning July 1, 2023 and each year thereafter, unless the Board provides him with a formal notice in writing, delivered in person or by certified mail on or before January 1, of the school year in which the Board wishes to terminate his contract. If notice is properly given, the Superintendent's contract will end on June 30 of that current school year.

Should the Board determine that it is in the best interests of the School Corporation for the Superintendent's contract to be terminated prior to the expiration of its term, the Superintendent shall be paid a severance payment not to exceed six (6) months salary of the contract amount then in effect. The parties

agree that this amount is a reasonable cap on the potential damages that either party may pursue in the event of any alleged breach by a party. In the event that the Superintendent is terminated for any reason set forth in IC 20-28-5 *et seq.* no severance payment shall be due and payable.

3. Salary

As consideration for the performance of the duties and meeting the qualifications required by law and under this Contract, the Board agrees that the Superintendent shall receive the following:

The Superintendent shall be paid Twenty-Nine Thousand, Five Hundred Ninety-Five Dollars and Seventy-Eight Cents (\$29,595.78) for the first 81 workdays of this Contract. For the school years from July 1, 2022, until June 30, 2024, the Superintendent shall be paid Ninety-Five Thousand Dollars (\$95,000) per year.

Any increase in salary to be determined by the Board each year by June 30 for the next school year. The Superintendent shall be paid in twenty-six (26) equal bi-weekly installments on a schedule fixed for all employees of Southwestern Consolidated School District of Shelby County.

Yearly increases in the Superintendent's salary will be based on his annual evaluation. The Superintendent will receive an increase of 1.5% if he is evaluated as "Effective" or "Highly Effective." In addition, the Board, in its sole discretion, may consider an increase in the superintendent's annual salary equal to, or less than (including no increase) that percentage increase granted to the teachers in that same year. However, any year in which the teachers of the

School Corporation do not receive an increase in their compensation, the Superintendent will not receive an increase for that year.

4. Superintendent License Incentive.

The parties acknowledge that the Superintendent does not have a regular, fully accredited Superintendent's License at the beginning date of this contract; however, both parties acknowledge the importance of the training for, and the acquiring of, that license by the Superintendent. Therefore, the above salary terms notwithstanding, should the Superintendent acquire his Superintendent's License during the term of this contract, his salary shall automatically increase to One Hundred Five Thousand Dollars (\$105,000.00) per year. If that License is acquired on any date other than July 1, the increase in salary shall be on a pro-rata basis.

The Board shall reimburse the Superintendent for educational expenses he incurs in order to obtain his Superintendent's license up to \$10,000 on June 24, 2024, provided he remains Superintendent, has been evaluated only as an effective or highly effective Superintendent and has obtained his Superintendent's license by June 30, 2024.

5. Cell Phone Expense.

The Board shall reimburse Superintendent for the use of his school cell phone each month in the amount of Seventy-Five Dollars (\$75.00).

6. Stipend for Serving as High Ability Coordinator and Safety Officer.

So long as the Superintendent serves as High Ability Coordinator, the Board shall pay him a stipend of Two Thousand Dollars (\$2,000) per year. So long as the Superintendent serves as a Safety Officer, the Board shall pay him a stipend of One Thousand Dollars (\$1,000) per year.

7. School Business Mileage Expense.

The Superintendent shall be entitled to submit a claim, appropriately documented, each month for mileage driven on school business to be paid at the then current government reimbursement rate.

8. ISTRF Employee Contribution.

In addition to other considerations provided to the Superintendent by this Contract, the Board shall make a three percent (3%) contribution to the Indiana State Teachers' Retirement Fund that would otherwise be required to be paid by the Superintendent. Retirement eligibility shall be as per ISTRF qualifications.

9. Other Benefits.

Except as otherwise provided herein, the Superintendent shall be entitled to the same benefits provided to teachers of Southwestern Consolidated School District of Shelby County.

10. Insurance.

a. Health Insurance

The Board will contribute funds in an amount not to exceed the total costs of the PPO3 insurance for the Superintendent, except

that the Superintendent shall also contribute not less than one dollar (\$1.00) towards that cost each year.

Rather than reimbursement for expenses, the Superintendent will receive additional basic salary in the amount equivalent to what the Board would pay for an administrator to participate in the lowest deductible group health insurance plan. The Superintendent may use this to offset his share of the cost of participating in the insurance plans of his choice to contribute to a Section 125 plan maintained by the Board. The amount shall be made available to the Superintendent over the same periods and in the same manner that the Superintendent's base amount is made payable to the Superintendent. The Board contribution may be adjusted if the carrier increases the premium for the same level of coverage.

b. **Life Insurance**

The Board shall pay the cost of One Hundred Thousand Dollars (\$100,000.00) term life insurance on the life of the Superintendent, with beneficiaries to be determined by the Superintendent. The Board agrees that it shall not have the right to decrease the amount or scope of coverage provided to the Superintendent pursuant to this sub-paragraph without the written approval of the Superintendent.

c. **Long Term Disability Insurance**

A long term disability insurance plan shall be purchased from a mutually agreeable company. The Corporation shall pay all but one dollar (\$1.00) of the premium cost of such long-term disability insurance; and the Superintendent shall pay not less than one dollar (\$1.00). Such insurance shall go into effect on the ninety-first (91st) day of the Superintendent's illness or injury.

11. Business and Professional Expenses.

The Board shall pay or shall reimburse the Superintendent for appropriate business and professional expenses approved by the Board. Appropriate expenses shall include the cost of membership and participation in State and National professional associations of school superintendents as well as expenses related to the Superintendent's attendance at conferences and at activities approved by the Board.

12. Sick Leave.

The Superintendent shall have (12) sick days per year in addition to nine (9) paid holidays, for each year of this contract beginning July 1, 2022. He may accumulate up to 185 sick days. Any accumulated sick leave days not used by the Superintendent in excess of 185 days, shall be lost. No more than five (5) sick leave days may be used consecutively, unless pre-approved by the Board. Use of the sixth consecutive sick leave day must be verified by the same medical documentation as is required for FMLA. Medical documentation is due to the Board no later than Tuesday at noon prior to a Friday payday. The Superintendent

may use accumulated sick leave to attend to illness of members of his immediate family related by blood, marriage, or adoption including a spouse, child, parent, father-in-law, mother-in-law, or stepchild or foster child residing with him by providing medical documentation. Sick leave days are not intended as deferred compensation and are to be used only for personal or family illness.

13. Notice of Resignation or Retirement.

The Superintendent agrees that he will notify the Board in writing at least ninety (90) days before he resigns or retires.

14. Termination of Employment Contract.

This Employment Contract may be terminated in accordance with the provisions of IC 20-28-8-7, subject to the notice and private conference rights provided by that statute for any Superintendent's contract. If the Superintendent chooses to be represented by legal counsel during any of the termination proceedings, all legal expenses incurred by the Superintendent shall be his sole responsibility. Any vote to terminate the Superintendent's contract without his agreement, shall require a minimum of a three-fourths (3/4) vote of the entire members of the Board.

15. Entire Contract of Parties.

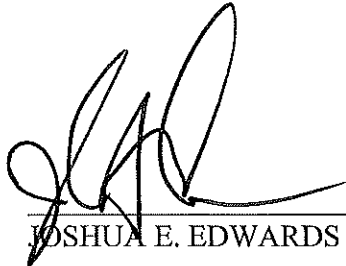
The parties agree that this Contract contains all of the agreed terms of employment of the Superintendent by the Board and will not be modified except in a written document making specific reference to this Contract and specific provisions to be modified. Modifications to this Contract shall be approved by

both parties in the same manner as 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 contracts to implement the terms of this Contract. The parties further agree that to the extent that this Contract is inconsistent with the Superintendent's basic teacher contract, terms of this Contract shall control.

AGREED THIS 13th DAY OF APRIL, 2022.

SUPERINTENDENT



JOSHUA E. EDWARDS

BOARD OF TRUSTEES
SOUTHWESTERN CONSOLIDATED
SCHOOL DISTRICT OF SHELBY
COUNTY

By 

JIM EMERICK, President

By 

SUSAN SMITH, Secretary

