

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This contract (hereafter "Contract") is a continuation of, and part of, but alters the basic teacher contract for the employment of Dr. Paula E. Maurer as Superintendent by the Board of Trustees of Southwestern Consolidated School District of Shelby County, 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:

"Superintendent" meaning Dr. Paula E. Maurer; and the **"Board"** meaning the Board of Trustees acting as the governing body of Southwestern Consolidated School District of Shelby County.

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 continue to be employed by the Board as the Chief Executive Officer of Southwestern Consolidated School District of Shelby County for a period of three (3) years, beginning on July 1, 2017, and concluding on June 30, 2020, subject to the terms of this Contract.

The parties agree that the Superintendent shall provide services for two hundred sixty (260) days during twelve (12) months during each school year. The work days 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 her duties on behalf of the School Corporation.

The Superintendent shall have twenty (20) vacation days and fourteen (14) sick days per year in addition to nine (9) paid holidays. She 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. Up to five (5) unused vacation days per year may carry over to the following year.

No more than five (5) leave days may be used consecutively, unless pre-approved by the Board. Use of the sixth consecutive sick leave day must be verified by medical documentation. The Superintendent may use accumulated days for illness verified by medical documentation. Medical documentation is due to the Board no later than Tuesday at noon prior to a Friday payday. The Superintendent may use accumulated leave to attend to illness of members of her 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 her by providing medical documentation.

The Board agrees to review the Superintendent's performance at least once a school year prior to December 24. If the Superintendent requests it prior to May 1, the Board will review the Superintendent's performance a second time during the school year.

The Superintendent's contract will automatically be extended at the end of the first year 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 of each year unless one party provides the other notice in writing, delivered in person or by certified mail on or before January 1, of the school year that it does not agree to extend the contract.

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 One Hundred Thirteen Thousand, Seven Hundred Sixty-Seven Dollars and Eighty-Eight Cents (\$113,767.88) for the first year of this Contract retroactive to July 1, 2017, with any increase in salary to be determined by the Board each year by October 30 for that 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.

Based on her evaluation, if eligible, the Superintendent will receive the same amount of increase as the teachers do annually, regardless of whether the teachers' increase is a base increase or stipend. If the teachers receive no increase in any given year, the Superintendent will not receive any increase for that same year.

4. ISTRF Employee Contribution.

In addition to the other consideration provided to the Superintendent by this

paragraph of this Contract, the Board shall make a three percent (3%) of her salary contribution to the Indiana State Teachers' Retirement Fund that would otherwise be required to be paid by the Superintendent. All payments to the Superintendent subject to federal income tax and the Superintendent's contribution to the Indiana State Teachers' Retirement Fund shall be included in the Superintendent's salary for purposes of the Indiana State Teachers' Retirement Fund.

5. Contribution to added Retirement Savings Section 401(a)

The Board shall contribute the sum of \$5,000.00 to the Superintendent's added Retirement Savings Section 401(a) account for the 2017-2018 school year and a similar amount each year of the Contract.

6. 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.

7. Insurance.

a. Health Insurance

The Board will contribute funds in an amount not to exceed the total cost 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;

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**

The Board will contribute all but one dollar (\$1.00) of the cost of Long Term Disability Insurance for the Superintendent's salary based premium.

8. **Automobile Expense**

The Board shall reimburse the Superintendent for use of her personal vehicle in performance of her duties as Superintendent at the IRS Stipulated amount per mile. Such use shall not include to and from her home and the Administration office. The Superintendent shall keep all records necessary to comply with the Internal Revenue Service, Indiana Department of Revenue, and State Board of Accounts requirements.

9. **Business and Professional Expenses.**

The Board shall pay the billed costs for the Superintendent's business and professional expenses, including, but not limited to, the IAPSS, and IASBO.

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 activities approved by the Board.

10. Cell Phone Expense.

The Board shall reimburse Superintendent for the use of her school cell phone each month in the amount of \$75.00.

11. Stipend for Serving as High Ability Coordinator.

So long as the Superintendent serves as a High Ability Coordinator, the Board shall pay her a stipend of \$2,000 per year.

12. Defense and Indemnification.

The Board shall provide the Superintendent legal counsel acceptable to the Superintendent and selected and paid for by the Board, and defend, indemnify and hold the Superintendent harmless for all claims, demands and judgments arising out of the performance of her duties as Superintendent to the full extent permitted by law. In the circumstance in which the Superintendent is entitled to a defense, indemnification, or to be held harmless pursuant to this Paragraph of her Contract and the Board is advised in writing by its legal counsel of an actual or potential conflict of interest between the Board and the Superintendent, which in the opinion of the Board's council warrants the employment of separate counsel for the Superintendent, the Board shall employ separate counsel selected by the Superintendent at the Board's expense.

13. 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 her 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 this Contract supplements, the terms of this Contract shall control.

AGREED THIS 8th DAY OF NOVEMBER, 2017.

SUPERINTENDENT

BOARD OF TRUSTEES
SOUTHWESTERN CONSOLIDATED
SCHOOL DISTRICT OF SHELBY
COUNTY

DR. PAULA E. MAURER

By _____
Linda Isgrigg, President

By _____
Susan Smith, Secretary