



**South Vermillion Community
School Corporation**

Together We Believe ★ Together We Achieve ★ Together We Succeed

Contract Addendum for Superintendent of Schools

This contract, entered into this 27th day of June, 2016, between the Board of Education of the South Vermillion Community School Corporation, herein called the "Board", and David A. Chapman, herein called "Superintendent", agree to the following terms:

I. DUTIES:

The Superintendent agree, during the period of this contract, to faithfully perform his duties and responsibilities as prescribed by the statutes of the State of Indiana, the regulations of the State Board of Education and such other duties as may be prescribed herein or as described in the job description as adopted by said corporation. He will act as an advisor to the Board on matters pertaining to the school corporation and he will inform the Board as to administrative action taken on its behalf. He will faithfully and diligently fulfill all duties and obligations incumbent upon him as the executive head of the administrative section of the School Corporation. The Superintendent agrees that at all times while he is employed pursuant to this Contract he will fully meet the minimum qualifications for the position of Superintendent which include maintaining a license from the State of Indiana required for the position of Superintendent.

II. TERM:

The Board agrees to extend the employment of David A. Chapman as Superintendent for three (3) years from July 1, 2016, to and including June 30, 2019. The number of contracted days per school year shall be 260 days. The Board shall review the Superintendent's performance annually on or before June 30 of each year using the criteria and evaluation process developed by the Indiana School Boards Association and the Indiana Association of Public School Superintendents.

III. PROFESSIONAL LIABILITY:

The Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his official capacity as agent and employee of the School Corporation, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigations. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payments of judgments resulting from his functioning as

Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, and actions and legal proceedings.

IV. PROFESSIONAL GROWTH:

The Superintendent may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the School Corporation. Attendance at meetings on the national level are subject to Board approval.

V. PROFESSIONAL DUES:

The School Corporation shall pay the annual dues of the Superintendent for the Indiana Association of School Business Officials (IASBO), the Indiana Association of Public School Superintendents (IAPSS), the Indiana Small and Rural Schools Association, and the American Association of School Superintendents (AASA), as well as other appropriate affiliations as approved by the Board.

VI. COMPENSATION:

The Board agrees to pay the Superintendent for his services during each year of said contract in twenty-six (26) equal installments unless otherwise agreed by both parties.

- a. Compensation for the 2015-2016 academic year shall be a base salary of \$120,731, based on 260 contracted days. Said salary shall be reviewed annually and is subject to upward revision by agreement of both parties.
- b. In no case will the annual salary be lowered.

VII. FRINGE BENEFITS:

- a. Health and Long Term Disability insurance as provided to other administrative employees.
 - i. The Superintendent will be provided health coverage, equal to the coverage provided for the teaching staff, at no cost. In addition, if the Superintendent elects a qualifying high deductible plan (HDHP), he will receive a contribution to be determined by the Board for a Single Plan or a Family Plan into his health savings account (HSA) annually.
 - ii. The Board agrees that it shall not have the right to decrease the amount or scope of coverage provided to the Superintendent without written approval of the Superintendent.
- b. Life insurance in the amount approximately one (1) times his annual base salary. The amount will be rounded to the nearest \$10,000.

- c. Seventeen (17) "leave" days per contract year not to exceed ninety (90) days total.
- d. Twenty (20) vacation days per academic year in addition to paid holidays granted to all 12-month employees. The Board agrees to pay for each unused Vacation day at the rate equal to the Superintendent's daily rate for that academic year.
- e. Seven (7) days Bereavement leave not to be deducted from Sick days.
- f. A Twelve-Hundred dollar annual benefit for technology related expenses to be divided in twelve (12) equal installments.

VIII. ANNUAL PERFORMANCE INCENTIVE:

An annual performance incentive will be provided to the Superintendent based on the following indicators:

- a. Evaluation Effectiveness Rating
- b. School Corporation Letter Grade
- c. Achievement of Professional Goals (Minimum of 2)
 - i. An overall "Effective" rating will result in a One-Time Performance Stipend to be determined by the Board to be paid on or about the same time frame as other administrative staff.
 - ii. An overall "Highly Effective" rating will result in a One-Time Performance Stipend to be determined by the Board to be paid on or about the same time frame as other administrative staff.

IX. ANNUITY PLAN:

- a. The Superintendent shall annually receive a tax-deferred annuity in the amount of \$2,000 (403b Plan).
- b. The Superintendent shall also be entitled to a 1.5% contribution to a 401a Plan under the same plan as other employees of the School Corporation.

X. RETIREMENT FUND:

The School Corporation shall make the Superintendent's contribution to the Indiana State Teacher's Retirement Fund. The Superintendent shall be vested for the School Corporation's retirement plan after six (6) consecutive years with the School Corporation rather than ten (10) years.

XI. TRANSPORTATION:

The Board shall reimburse the Superintendent's per mile amount as described by the Internal Revenue Service for use of his automobile in conducting business in accordance with the position of Superintendent.

XII. TERMINATION OF EMPLOYMENT CONTRACT:

This employment contract may be terminated by any of the following terms:

- a. Mutual agreement of both parties.
- b. Retirement of the Superintendent. Notice of which shall be given to the Board at least six (6) months prior to the retirement date. The Board shall waive the six-month notice requirement if the Superintendent elects to retire because of serious health problems.
- c. Disability of the Superintendent. Upon written notice to the Superintendent at any time after the Superintendent has exhausted any accumulated sick leave and such other leave, including long-term disability, as may be available and he has been absent from his employment for whatever cause for an additional continuous period of ninety (90) working days, the School Corporation may terminate the employment contract. If a question exists concerning the capacity of the Superintendent to return to his duties, the School Corporation may require the Superintendent to submit to a medical examination to be performed by a doctor licensed to practice medicine in the State of Indiana. The School Corporation shall select the physician who will conduct the examination. The examination shall be done at the expense of the School Corporation. The physician shall limit his/her report to the issue of whether the Superintendent has a continuing disability, which prohibits him from performing his duties. The School Corporation may reassign the Superintendent to another professional administrative position upon his return from a Long Term Disability leave, if such leave exceeds his available sick and personal leave by ninety (90) working days.
- d. Dismissal for cause. The Superintendent's contract may be cancelled at any time for causes as provided by a statute stipulating cause for dismissal of permanent teachers. Such cancellation shall follow the procedures prescribed by Indiana Code 20-28-7-5-1(b). The Board shall not arbitrarily and/or capriciously cancel the Superintendent's contract.
- e. Dismissal without cause. With ninety (90) days written notice to the Superintendent, the Board may terminate the contract of the Superintendent without cause; provided that, in such case, the School Corporation shall pay the Superintendent, as severance pay, the greater of one year's salary and benefits as defined in sections II and III of this contract; or one-half of the salary and benefits due under sections II and III of this contract.
- f. Death of the Superintendent.

XIII. DRAFTING AND CONSTRUCTION OF THIS CONTRACT:

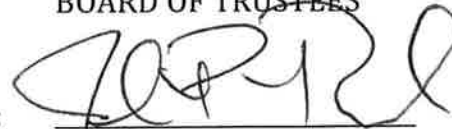
For the purpose of the construction and interpretation of this contract, both parties participated in the drafting of this contract and neither party shall be considered the drafter of this contract or any particular language contained in this contract.


Agreed this 27th day of June, 2016.

SUPERINTENDENT


David A. Chapman

BOARD OF TRUSTEES

By: 
John P. Roehm, President

Attest: 
Virginia Corado, Secretary

