

HAMILTON COMMUNITY SCHOOL CORPORATION
SUPERINTENDENT CONTRACT

THIS EMPLOYMENT CONTRACT is effective as of July 1, 2019 through June 30, 2022 by and between HAMILTON COMMUNITY SCHOOL CORPORATION, a public school corporation with its administrative offices at 903 South Wayne Street, Hamilton, Indiana 46742 (hereinafter referred to as "School Corporation"), and Anthony Cassel.

WHEREAS, School Corporation desires to employ Anthony Cassel as its Superintendent of Schools; and

WHEREAS, Anthony Cassel desires to be employed by School Corporation as its Superintendent of Schools; and

WHEREAS, School Corporation and Anthony Cassel mutually desire to enter into a written employment contract in order to set forth the rights, duties, obligations and administrative functions to be performed by the respective parties.

NOW THEREFORE, it is hereby agreed by and between the School Corporation and Anthony Cassel as follows:

1. **Term.** The School Corporation hereby employs Anthony Cassel as Superintendent of Schools for Hamilton Community Schools Corporation.
2. **Professional Certification.** Anthony Cassel presently holds, and shall hold for the duration of this contract, including any subsequent extensions thereof, a valid Indiana Superintendent Certificate.
3. **Compensation.** The School Corporation shall pay to Anthony Cassel an annual salary of \$ 95,000.00 . Said sum shall be paid to Anthony Cassel in twenty-four (24) equal installments in accordance with the regular pay schedule of other employees of the School Corporation. If Anthony Cassel shall earn an effective or highly effective, or equivalent rating on his annual evaluation, he shall be entitled to an increase in his salary. The amount of that increase shall be at the discretion of the Board of Trustees but shall not exceed an amount equal in terms of percentage to the average percentage raise of teachers who received raises for that year. The average shall be determined by comparing the total amount to be added to the base salaries paid to all eligible teachers for that year divided by the total base salaries for all of those teachers. Anthony Cassel shall be entitled to receive a performance stipend if he earns an evaluation of effective or highly effective, or equivalent rating. The amount of the stipend shall be at the discretion of the Board of School Trustees, but total stipend payments shall not exceed \$7,000 during the initial three (3) year term of this employment contract. Anthony Cassel shall be entitled to receive stipends subsequent to the initial three year term of this Agreement provided he satisfies the evaluation criteria above. The amount of any such stipend shall be solely determined by the Board of School Trustees.
4. **Duties of the Superintendent.** Anthony Cassel shall act as Chief Executive Officer of the School Corporation. Anthony Cassel shall faithfully perform all duties imposed upon him, that are applicable to Hamilton Community School Corporation, by the laws of the

United States of America, the State of Indiana, and the rules, regulations and directives periodically promulgated by any board or other agency aforementioned governmental units, together with all proper directives from the Board of Trustees. Anthony Cassel shall supervise the administration of all schools within the School Corporation. In particularity, Anthony Cassel Shall:

- (A) Direct and assign teachers and other employees of the School Corporation; and
 - (B) Organize and supervise the administration and supervisory staff of the School Corporation, including the instructional and business affairs of the School Corporation; and
 - (C) Recommend all personnel for employment or dismissal to the Board of School Trustees; and
 - (D) Recommend to the Board of School Trustees regulations, rules and procedures, which are deemed necessary for the orderly administration of education with in the School Corporation; and
 - (E) Perform all duties incidental to the office of Superintendent and such other duties as may be prescribed, from time to time, by the Board of School Trustees of the School Corporation.
5. **Superintendent's Relationship with the Board of Trustees.** The members of the Board of School Trustees of the School Corporation, individually and collectively, shall refer concerns, complaints and suggestions, which are brought to its attention to Anthony Cassel for resolution, study or recommendation. Anthony Cassel shall have the right to attend all meetings of Board of School Trustees (with exception of executive sessions at which Board Members evaluate Anthony Cassel's performance, determine Anthony Cassel's compensation, and consider any contract extension). Furthermore, Anthony Cassel shall have the right to attend all Board of School Trustees and citizen committee meetings and shall serve as an ex officio member of all committees of the Board of School Trustees, providing administrative recommendations for each item of business considered by the committees.
6. **Community and Public Relations.** The superintendent is a vital link between the School Corporation and the community. He should be visible and accessible to the people served by the schools. The Superintendent should speak for the Board and handle media request for information in a timely and appropriate fashion. Specifically, the Superintendent should:
- A. Represent the School Board as its Chief Administrative Officer in all dealing with other organization, individuals and the public; and
 - B. Promote good public relations with the school community.

7. **Professional and Business Expenses.** The School Corporation encourages the continuing professional growth of its Superintendent through participation in the following:

- A. Operations, programs and other activities conducted or sponsored by local, state, national educational school administration, and school board associations, including IAPSS, IASBO, AASA, ISBA, special education and vocational education cooperatives, study council, etc.; and
- B. Seminars and courses offered by public or private educational institutions; and
- C. Informational meetings with other individuals whose particular skills or background would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the School Corporation; and the visitation of other institutions and school corporation.
- D. The School Corporation shall reimburse Anthony Cassel for membership fees to the Indiana Association of Public School Superintendents (IAPSS) and the Indiana Association of School Business Officials (IASBO). Anthony Cassel shall be authorized to attend the annual meetings of IAPSS.

Anthony Cassel shall be reimbursed for reasonable expenses incurred in conducting the business of the School Corporation. All payments to Anthony Cassel for expenses shall be in compliance with the rules and regulations prescribed by the Board of School Trustees and the State Board of Accounts. Anthony Cassel shall be provided with a bank credit card, which shall be used solely for school business expenses.

- 8. **Communication Equipment.** Because of the unique nature of the professional duties of Anthony Cassel as Superintendent of the School Corporation, the Board of School Trustees shall consider providing Anthony Cassel reimbursement of \$50.00 per month for his cell phone service plan. This payment will be made in monthly installments as an addition to Anthony Cassel's regular pay.
- 9. **Transportation.** When available, a School Corporation vehicle may be used by the Superintendent. When Anthony Cassel uses his personal vehicle for duties directly related to his obligations under this Agreement he shall be reimbursed at the mileage rate then established by the Internal Revenue Service.
- 10. **Vacation.** Anthony Cassel shall be entitled to fifteen (15) paid vacation days each calendar year (July 1st – June 30th) plus normal school holidays, including Thanksgiving, Christmas, and Spring Break. One (1) additional paid vacation day will be added each year after the 1st year not to exceed (20) paid vacation days a year. If any vacation days remain June 30th each year, the Superintendent shall receive payment within sixty (60)

days to his 401(a) account, and within thirty (30) days following separation of employment, at his per diem rate then in effect.

11. **Flexible Leave.** Anthony Cassel shall be entitled to five (5) flexible days per year non-accumulative. Any unused flexible leave days shall be added to his unused and accumulated sick leave at the end of each calendar year.
12. **Sick Leave.** Anthony Cassel shall be entitled to initially transfer from previous Indiana school employers ninety (90) accumulated sick days to be made immediately available. In addition, Anthony Cassel shall be allowed to transfer any remaining sick days from previous school employers as provided by Indiana law to maintain a sick leave balance not less than the wait period for the LTD insurance plan. Anthony Cassel shall be granted twelve (12) days of leave for personal illness or injury, or the illness or injury of a member of his immediate family, each year of employment by the School Corporation.
13. **Accumulated Sick Leave.** At the end of each calendar year, Anthony Cassel shall be entitled to carry forward his existing accumulated sick leave balance to maintain a sick leave balance not less than the wait period for his Long Term Disability insurance coverage. Anthony Cassel shall receive payment to his 401(a) account at the rate of .001 of his then annual salary for accumulated sick leave days that exceed days beyond the wait period. Only those leave days that are accumulated annually while an employee of the School Corporation will be considered for this benefit.
14. **Bereavement Leave.** Anthony Cassel shall be entitled to bereavement leave, without loss of pay, as a result of death in his immediate family. Bereavement leave shall be for a period of not more than five (5) consecutive work days from the day of the death or the day after the death occurs. The definition of "immediate family" shall include parents, step-parents, sister, brother, child, stepchild, and spouse. The definition of "immediate family" shall also include the family of Anthony Cassel's spouse, such as mother-in-law, father-in-law, etc. Two (2) days bereavement leave shall be allowed for the death of a grandparent or grandchild, including the grandparents or a grandchild of the marriage partner. One (1) day bereavement leave shall be allowed for anyone not included in the above list.
15. **Jury Duty.** Anthony Cassel shall be granted jury duty leave, without loss of pay, if called upon to serve.
16. **Court Appearance Leave.** Anthony Cassel shall be granted leave, without loss of pay, if subpoenaed to appear in any court proceeding related to his duties, except any litigation initiated by Anthony Cassel.
17. **Other Leaves.** All other request for leaves of absence not set forth herein may be requested by Anthony Cassel in writing, for consideration by the Board of School Trustees.

18. **Indiana Teacher's Retirement Fund.** The School Corporation shall annually contribute and pay to the Indiana Teachers' Retirement Fund an amount equal to 3% of Anthony Cassel's then annual wage.
19. **Health Insurance.** Anthony Cassel may select either a family or single health insurance plan. The School Corporation shall annually provide and pay 80% the premium of Plan 3 of the family Health insurance plan. The 20% balance of the premium of Plan 3 will be paid by Anthony Cassel. If Anthony Cassel chooses either a single plan or a lower premium family plan, the difference will be paid into Anthony Cassel's 401 (a) annuity plan.
20. **Section 125.** Anthony Cassel may participate in the Section 125 Plan.
21. **Life Insurance.** The School Corporation shall annually provide and pay for, except for the sum of \$3.50, which shall be paid by Anthony Cassel a policy of insurance upon the life of the Superintendent in the amount of \$150,000.00.
22. **Long-Term Disability.** The School Corporation shall annually provide and pay for, except the sum of \$1.00, which shall be paid by Anthony Cassel a policy of long-term disability insurance upon Anthony with a benefit amount not less than sixty-six and two-thirds percent (66 2/3%) of his then annual salary with a waiting period of ninety (90) calendar days.
23. **Professional Liability.** The School Corporation shall procure and pay for professional liability insurance, which shall insure the Superintendent. The Board of School Trustees shall defend, hold harmless and indemnify Anthony Cassel from any and all demands, claims, litigation, causes of action and/or legal proceedings brought against him, either in his individual capacity or in his official capacity as an agent or employee of the School Corporation, provided the incident arose while he was acting within the scope of his employment with the Board. The term "within the scope of his employment" shall exclude any and all criminal litigation or criminal liability.
This provision shall require the Board to pay all legal fees, court cost, and any and all other litigation cost directly, or to reimburse Anthony Cassel for any such fees, cost, or expenses necessary to defend himself from any and all such demands, claims, suit, actions or legal proceedings brought against him for actions, choices, decisions, or omissions made while an employee of the school corporation, unless Anthony Cassel was clearly acting outside of the scope of his employment as defined above. This holds harmless indemnification provision shall continue after severance or termination of the employment relationship. In no case shall any individual member of the Board of School Trustees be considered personally liable for indemnifying the Superintendent pursuant to this provision.
24. **Goals and Objective.** The Superintendent shall provide the Board of School Trustees his goals and objectives for the ensuing school year by September 1 each year.
25. **Evaluation.** The Board of School Trustees agrees to review the Superintendent's performance at least once each school year during the month of November. The Board

of School Trustees shall provide an annual written evaluation of the Superintendent, including consideration of the Board's policies goals and objectives. In the event deficiencies are noted in the evaluation of the Superintendent, suggestions for improvement shall be stated in writing and provided by the Board of School Trustees to the Superintendent.

26. Renewal of Employment Contract.

On January 1 of each year, this Agreement's term shall extend for an additional school year. Consequently, this Agreement shall be for a continuous three (3) school year term, but this Agreement's duration shall not exceed the total of eight (8) school years. Either party may object before September 1 on any given year to an extension of the term for an additional school year, if such objection is made, this Agreement shall not automatically extend. The Superintendent shall be responsible to annually inform and remind, in writing, the Board of this automatic extension prior to August 1. The Superintendent's failure to so inform and remind the Board shall cause this Agreement's term not to be automatically extended.

27. Separation of Employment Benefits. As a matter of policy, the Board of School Trustees will provide Anthony Cassel and other administrators employed by the School Corporation no less a benefit package that is provided to other staff members employed by the corporation.

28. Traditional Separation of Employment Benefits. After five (5) years of employment by the School Corporation, Anthony Cassel shall be eligible to receive payment to his 401(a) account at his regular per diem rate for up to one-half of all leave days accumulated as of his last day of employment with the School Corporation.

29. Employer 401(a) Retirement Plan. In addition to Anthony Cassel's annual salary, the Board shall contribute and pay an additional amount of five thousand dollars (\$5,000.00) to Anthony Cassel annually to his 401(a) account. Such contributions shall be considered deferred compensation and contributions shall be made monthly during each year of his contract. Anthony Cassel shall be fully vested in the 401(a) retirement plan program from the beginning.

30. Termination of Employment. This Agreement may be terminated as provided by Indiana law.

31. Regular Teacher's Contract. This Agreement shall be in addition to any regular teacher's contract executed by and between the parties hereto as required by applicable law. All issues addressed in this Agreement shall supersede any terms and conditions that are set forth in a regular teacher's contract to the extent set forth herein.


32. Applicable Law. This Agreement and the enforcement thereof shall be governed by the laws of the State of Indiana.


33. **Assignment.** This Agreement is person to Anthony Cassel and the School Corporation and shall not be assigned to any other person or school district without prior written consent from both the School Corporation and Anthony Cassel.

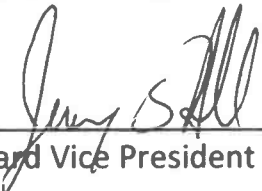
IN WITNESS THEREOF, the parties hereto have caused this employment contract to be executed on this date first above written.

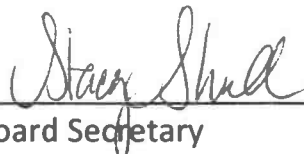
HAMILTON COMMUNITY SCHOOL CORPORATION

ON August 20, 2018

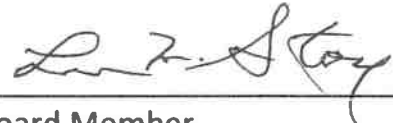
1. By _____
Superintendent

By _____
Board President

2. By _____
Board Vice President

By _____
Board Secretary

3. By _____
Board Member

By _____
Board Member