

REGULAR TEACHER CONTRACT

*Prescribed pursuant to Ind. Code 20-28-6-3 as the regular and uniform contract
for the employment of teachers pursuant to Ind. Code 20-28-6-4(b)*

This regular teacher contract ("Contract") is by and between the governing body of the

Crown Point Community School Corporation ("Corporation") and

Terrill, Todd A

("Teacher").

Terrill, Todd A

is a teacher as defined in Ind. Code 20-18-2-22.

In exchange for the Teacher's services described below, the Corporation and the Teacher agree that:

1. The Teacher shall teach in the schools of the Corporation for the school term, beginning 07-01-21, and ending on 06-30-22. Ind. Code 20-28-6-2(a)(3)(A)
2. The school term described in paragraph 1 immediately above for services under this Contract consists of 260.00 days. Ind. Code 20-28-6-2(a)(3)(B)
3. The number of hours per day the Teacher is expected to work under this Contract is 8.00. Ind. Code 20-28-6-2(a)(3)(E)
4. The Corporation shall pay the Teacher for services under this Contract the total salary of \$182,750.00 during the school year. Ind. Code 20-28-6-2(a)(3)(C)
5. The Corporation shall pay this amount in 24 installments on a Twice a Month basis. Ind. Code 20-28-6-2(a)(3)(D) Ind. Code 20-28-6-5(1)
6. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(e) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this 24th day of May, 2021.

Teacher

School Corporation by:

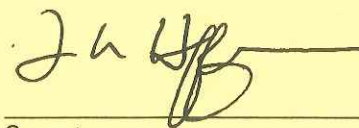


President

Attested:



Superintendent



Secretary

Superintendent's Contract of Employment

By mutual consent of the parties in the manner permitted by I.C. 20-28-8-6, this Superintendent's Contract of Employment (hereafter "Contract") supplements and, where indicated, supplants the terms of the regular teacher contract for the employment of Todd A. Terrill, Ed.D. as Superintendent by the Board of School Trustees of the Crown Point Community School Corporation and replaces the contract entered July 13, 2020.

1. **Parties to Contract and Definition of Terms.** The parties to this Contract are:
 - a. "Superintendent," meaning Todd A. Terrill, Ed.D.; and
 - b. "Board," meaning the governing body of the Crown Point Community School Corporation.
 - c. "School Year" as used in this Contract means a twelve (12) month period beginning on July 1 of one calendar year and concluding on June 30 of the following calendar year; and
 - d. "School Corporation" as used in this Contract means the Crown Point Community School Corporation.
2. **Employment of the Superintendent and Term of Employment.** The Board agrees to continue to employ the Superintendent and the Superintendent agrees to continued employment by the Board in the position of superintendent which is the chief executive officer of the School Corporation. The term of this Contract shall be July 1, 2021 through and including June 30, 2024, subject to the terms of this Contract.

The parties agree that on each June 30 this Contract shall automatically be extended for an additional School Year effective that next day (i.e., on July 1) unless a party gives the other written notice on or before the preceding January 1 that the party does not agree to the automatic extension of this Contract. The parties agree that the operation of this Paragraph shall result in a continuous three (3) School Year contract unless one party provides timely written notice to the other pursuant to this Paragraph or the Contract is cancelled pursuant to Paragraph 5 of the Contract, but in no event shall the term of this Contract extend beyond June 30, 2029. All provisions other than the length of the Contract shall remain the same upon extension by operation of this Paragraph 2 unless the parties specifically agree in writing to the modification of a term of the Contract.

The parties agree that the Superintendent shall provide services on two hundred sixty (260) working days during each School Year, scheduled and worked in accordance with a written schedule of working days established by the Superintendent so as to insure the full and competent performance of the duties established in Paragraph 3 of this Contract. The Superintendent's two hundred sixty (260) scheduled working days shall include vacation days, sick leave days, School Corporation holidays and any other leave granted pursuant to this Contract and Board Policy.

3. **Duties of Superintendent and Evaluation.** The Superintendent and the Board agree that policy making is the responsibility of the Board and that the operation and management of the School Corporation are the responsibility of the Superintendent. The parties further agree that this division of responsibilities is consistent with and shall continue to be implemented consistent with

the Indiana School Boards Association Code of Ethics for School Board Members, which is incorporated into this Contract as a material term. The parties agree that the duties of the position of Superintendent to be performed pursuant to this Contract are set forth in a job description for the position which is defined by Board policy and incorporated into this Contract by reference. The review of the Superintendent's job performance provided for in this Paragraph 3 shall be based upon the duties in the job description, which job description may be amended from time to time by the Board as well as specific goals and expectations established by the Board. The Superintendent shall be responsible to, and shall be subject to, the direct supervision and evaluation of the Board. The Superintendent is also responsible for complying with all directives of the Board which are authorized by official Board action. The Superintendent agrees that, at all times while employed pursuant to this Contract, he will fully meet the minimum qualifications for the position of superintendent which include maintaining a superintendent license from the State of Indiana.

Unless otherwise approved by the Board, the Superintendent agrees that his duties pursuant to this Contract represent full time employment and he will not accept outside employment, perform work as an independent contractor, or engage in any other business pursuit involving his personal services if any of these activities interfere with the performance of his duties as Superintendent.

The Board will review the Superintendent's performance no less than once each School Year. The evaluation instrument shall be in accordance with the requirements of I.C. 20-28-11.5-1 *et seq.*, as amended from time to time, and agreed upon by the Superintendent and the Board. A cumulative evaluation will be completed each School Year before any base salary increase shall become effective. The Superintendent shall be ineligible for any increase in salary for the applicable School Year if his evaluation rating is "Improvement Necessary" or "Ineffective".

4. **Compensation and Benefits.** As consideration for the performance of the duties of the position of superintendent and meeting the qualifications established in this Contract, the Board agrees that the Superintendent shall receive the following:

a. **Base Salary.** In recognition of the Superintendent's prior year's evaluation of Highly Effective and compensation increases to all eligible certified employees, as of July 1, 2021, the Superintendent's base salary is \$176,000.00 payable in equal installments on the School Corporation's normal payroll dates.

Provided the Superintendent's 2021-2022 evaluation rating is "Effective" or "Highly Effective", the annual base salary paid pursuant to this Paragraph 4(a) will be increased by i) the amount of \$6,000.00 consistent with increases to be provided to all eligible certified employees plus ii) an amount equal to the Superintendent's June 30, 2022 base salary multiplied by 3% for an evaluation rating of "Effective" or by 4% for an evaluation rating of "Highly Effective". Commencing July 1, 2023 and each year thereafter, provided the Superintendent's prior year evaluation rating is "Effective" or "Highly Effective", the annual base salary as of the prior June 30th will be increased by 3% for an evaluation rating of "Effective" or 4% for an evaluation rating of "Highly Effective". Increases in base salary by operation of this Paragraph 4(a) shall be approved by the Board retroactive to the beginning of the School Year for which the increase is applicable, shall

constitute an amendment to this Contract and shall become a part hereof, but shall not be considered a new agreement or an extension of the Contract.

b. **Performance Stipend.** In recognition of the Superintendent's 2020-2021 evaluation rating of Highly Effective and the district-wide accountability rating, the Superintendent shall receive a one-time performance stipend in the amount of \$5,000.00 in the 2021-2022 School Year. Commencing July 1, 2022 and each School Year thereafter, the Superintendent will be eligible for a performance stipend equal to 3% of the Superintendent's immediately prior June 30th base salary for an Effective rating or 4% of the Superintendent's immediately prior June 30th base salary for a Highly Effective rating. Eligibility for the stipend will be based on: i) the Superintendent receiving an evaluation rating of "Effective" or "Highly Effective"; and ii) increasing the School Corporation's district-wide accountability category rating over the previous year or, if the School Corporation obtained the highest accountability rating possible in the prior year, then maintaining that highest possible accountability rating. Any one-time performance stipend will be paid in the form of a lump sum payment that will not become part of the Superintendent's annual base salary but will be reported to the Indiana Teacher's Retirement Fund. The Superintendent can elect to have the stipend paid in a lump sum or contributed into any benefit plan allowing employee contributions and offered by the School Corporation, including to a Health Savings Account or retirement vehicle to the extent allowable by applicable Internal Revenue Code.

c. **Paid Leave.**

i. **Sick Leave.** Each School Year the Superintendent shall be credited with ten (10) paid days for personal illness. Unused sick days at the end of the applicable School Year shall accumulate from year to year to a maximum of one hundred ten (110) days. Accumulated sick days are not intended as deferred compensation and shall have no monetary value if the maximum is exceeded or upon separation of employment.

As of June 30, 2021, the Superintendent has transferred one hundred (100) sick days accumulated in prior employment. On and after July 1, 2021 the Superintendent may transfer up to an additional forty (40) sick days accumulated in his prior employment, subject to the maximum accumulation referenced above.

ii. **Family Illness Days.** Each School Year the Superintendent shall be credited with two (2) paid family illness days. For purposes of this benefit, the term "family" shall mean the Superintendent's spouse, child or parent. Unused family illness days will be forfeited at the end of the applicable School Year.

iii. **Personal Days.** Each School Year the Superintendent shall be credited with three (3) paid personal days. Unused personal days at the end of the applicable School Year will be converted to accumulated sick days, subject to the maximum.

iv. Vacation Leave. Each School Year the Superintendent shall be credited with twenty-five (25) paid vacation days. Vacation days must be taken within the applicable School Year. At the end of each School Year, up to ten (10) unused vacation days may be converted at a rate equal to fifty percent (50%) of the Superintendent's per diem base salary into one of the School Corporation's retirement plans. Any unused vacation days in excess of ten (10) days at the end of the applicable School Year shall be forfeited. School holidays and school break periods identified in the school calendar identified as administrative holiday days are not required working days for the Superintendent and are not counted toward the vacation day allocation.

v. Bereavement Leave. Bereavement leave extending for not more than five (5) consecutive days shall be allowed within seven (7) consecutive days after the death in the Superintendent's immediate family. For purposes of this benefit, "immediate family" means spouse, child (including step and in-law), parent (including step and in-law), sibling (including in-law), grandparent (including in-law), grandchild, or a dependent who resides in the Superintendent's household. Bereavement leave for any other relationship must be approved by the Board.

vi. Other Leaves. The Superintendent shall be entitled to paid or unpaid leave in any other circumstance in which paid or unpaid leave is required by state or federal law or permitted by the Board's policy then in force for paid leave for its administrative employees, including the Board's recognized legal holidays each School Year.

d. Insurance Benefits.

i. Medical/Dental/Vision. The Board will provide and pay an amount toward premiums at the then current contribution rate for administrators for the Superintendent's (and eligible dependents') participation in the School Corporation's group health, dental, and vision plans. The Superintendent will have a choice of coverage tier and options.

ii. Long Term Disability. The Superintendent may participate in the School Corporation's long term disability plan on the same terms and conditions as provided to the School Corporation's administrative employees, with the Board paying all but \$1.00 of the premium. The benefit amount shall not be less than two-thirds of the Superintendent's then current base salary.

iii. Group Life Insurance/AD&D. The Board will provide the Superintendent with a life insurance policy in the amount of two (2) times the Superintendent's then current base salary with the Board paying all but \$1.00 of the premium. The Board shall also pay the premium cost of the AD&D coverage.

iv. HSA Benefit. The Board agrees to pay \$7,300.00, or the maximum amount allowable by IRS regulation, into a Health Savings Account for the

Superintendent's benefit annually. In the event the maximum amount allowable is less than \$7,300.00, the excess amount will be paid into the Superintendent's 403(b) account to the extent it does not exceed the maximum allowable per subparagraph e(ii) of this Paragraph 4.

e. Retirement Benefits.

i. ISTRF. The Board will make the required minimum contribution to the Indiana State Teachers' Retirement Fund (ISTRF) that would otherwise be required to be paid by the Superintendent. All payments to the Superintendent coming within the definition of "annual compensation" as defined in I.C. 5-10.2-4-3(d), as amended from time to time, shall be included in the Superintendent's compensation reported to the Indiana State Teachers' Retirement Fund.

ii. 403(b) Contribution. The Board will make annual contribution on behalf of the Superintendent in the School Corporation's 403(b) plan in an amount equal to 13% of the Superintendent's then current base salary, up to the maximum allowable by the IRS, and a match of up to 3% of the Superintendent's then current base salary on amounts contributed by the Superintendent.

iii. Vesting. The Superintendent will become 100% vested in all such benefit plans and no contributions made on behalf of the Superintendent will be subject to forfeiture effective upon execution of this Contract.

f. Vehicle Allowance. For use of his personal vehicle for performance of duties hereunder, the Board will provide the Superintendent with a vehicle allowance in the amount of Seven Hundred Fifty Dollars (\$750.000) per month, payable in equal installments on the School Corporation's normal payroll dates. Additionally, the Board will reimburse the Superintendent for mileage based on the current IRS rate for business related travel outside the boundaries of the School Corporation. The Superintendent shall provide documentation regarding the same consistent with IRS standards and Board protocols. Such allowance is taxable income to the Superintendent and shall be considered for purposes of TRF.

g. Technology Support. The Board will provide the Superintendent with technology equipment (e.g., computers, laptops, peripheral devices) and a smart phone with data plan, consistent with that provided to School Corporation administrators for performance of duties hereunder. The smart phone provided may be used for both business and personal communications and internet access.

h. Business and Professional Expenses. The Board agrees to pay all reasonable expenses for the Superintendent to attend state and national educational conferences to enhance his professional skills and knowledge as approved in advance by the Board. The Board agrees to pay for institutional memberships for educational professional organizations or membership fees for professional organizations that the

Superintendent desires to join (e.g. IAPSS, AASA, IASBO, ASCD) and which are approved by the Board.

- i. **Physical Examination.** The Board agrees to pay the cost of an annual physical examination of the Superintendent by a licensed medical doctor selected by the Superintendent.
- j. **Benefits Provided to All Administrators.** The Superintendent may receive all other benefits and participate in all other benefit plans established by the Board for all administrative employees of the Board, provided such participation is legally permissible. To the extent that benefits for other administrative employees duplicate a benefit provided pursuant to this Contract, the benefit provided by this Contract shall be the benefit provided to the Superintendent.

5. **Cancellation of Contract.** The parties agree that the following alternative termination provisions set forth in this Paragraph 5 shall be the sole and exclusive means of cancelling this Contract prior to its expiration date and any may be utilized by the Board at the Board's sole discretion:

- a. **Termination of Contract.** This Contract may be terminated pursuant to I.C. 20-28-8-7, as follows:

i. **Mutual.** The Board and the Superintendent may mutually consent to termination on any date; or

ii. **For Cause.** The Board may terminate the Contract for cause before the expiration date set forth in the Contract for one or more of the statutory reasons for cancellation of a teacher contract contained in I.C. 20-28-7.5-1(e). The Board must give the Superintendent written notice of its intent to cancel this Contract for cause and provide the Superintendent the opportunity to have a hearing before the Board in executive session at least ten (10) days before the Board meets in a public meeting to vote on termination; or

iii. **Failure to Meet Requirements.** The Board receives written notice that the Superintendent no longer holds a license for the position of Superintendent of Schools from the Division of Professional Standards of the Indiana Department of Education or receives a certified copy of a court document indicating that the Superintendent was convicted of a crime. In the event one of these circumstances would occur, the Board may terminate the Superintendent's Contract immediately upon providing written notice to the Superintendent. The Superintendent agrees that he waives all statutory and constitutional due process procedure to which he may otherwise be entitled to receive by law in the event the Board has to terminate the Superintendent's Contract pursuant to this provision.

iv. **Expiration.** Upon the expiration the term of the Contract.

b. **Termination without Cause.** The parties agree that the following shall be the sole and exclusive means of terminating this Contract during its term without cause:

i. **Mutual.** The parties may agree in writing to terminate this Contract without cause; or

ii. **At Board's Election.** The Board shall provide the Superintendent with at least thirty (30) days' prior written notice that it intends to cancel this Contract (inclusive of the underlying regular teachers contract) without cause and will afford the Superintendent with the opportunity to submit a request, within three (3) days of receipt of such notice, for a conference with the Board in executive session. The purpose of the conference will be to afford the Superintendent an opportunity to present information, to afford the Superintendent the opportunity to resign, and to afford an opportunity for the Board to reconsider whether cancellation is in the best interests of the School Corporation. If the Superintendent's Contract is cancelled without cause pursuant to this provision, including by resignation of the Superintendent, such termination shall be effective on the date specified by the Board in taking such action and the Board will pay the Superintendent an amount which may not be more than the lesser of: (A) the Superintendent's current annual base salary; (B) two hundred fifty thousand dollars (\$250,000); or (C) the maximum amount permitted by law. In addition to the foregoing payment, as of the effective date of termination any on-going obligations by the Board to provide further compensation or fringes benefits under this Contract would be limited to maintaining medical insurance benefits until the earlier to occur of: (Y) one (1) year following the effective date of termination; or (Z) the Superintendent's employment with another employer which provides medical insurance as a benefit. The Board and the Superintendent may mutually agree to waive or shorten the notice period required for elective Board cancellation under this provision; or

iii. **At Superintendent's Election.** The Superintendent shall provide the Board with at least thirty (30) days' prior written notice of termination; or

iv. **Disability.** If the Superintendent is determined to be disabled within the terms of the long term disability policy provided by the Board and is entitled to benefits under that policy.

c. **Waiver of Due Process and Breach of Contract Remedies.** In exchange for agreement to the terms of Paragraph 5(b)(ii) by the other party, the Board and Superintendent each waives the application of the termination provisions and the hearing requirement under I.C. 20-28-8-7(2), as amended from time to time, and any due process required by the Superintendent's status as a teacher, the application of any other procedural requirement or substantive standard imposed by state, federal or common law, and any cause of action for damages or equitable relief arising out of the cancellation of this Contract except as is necessary to enforce this Contract in an action unrelated to its cancellation.

6. **Defense and Indemnification of the Superintendent for Acts or Omissions.** 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 the duties within the scope of his employment as described herein to the fullest extent permitted by law. The provisions of this paragraph exclude any litigation in which the Superintendent is an adverse party to the Board or in the event a conflict of interest arises. Notwithstanding any provision in this Contract to the contrary, the rights and obligations set forth in this Paragraph 6 regarding issues which occurred during the Superintendent's employment with the School Corporation shall survive the termination date.

7. **Entire Agreement.** This Contract contains all the agreed terms of employment of the Superintendent by the Board. The parties further agree that to the extent this Contract is inconsistent with the Superintendent's basic teacher contract, the terms of this Contract shall control. For purposes 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.

8. **Governing Law and Severability.** This Contract shall be governed by the laws of the State of Indiana. If, during the term of this Contract, any specific clause or provision thereof is determined to be illegal or in conflict with State or Federal law, the illegal or conflicting provision shall be deemed void. The remainder of the Contract shall not be affected and shall remain in full force and effect

Agreed this 13th day of December, 2021.

Superintendent


Todd A. Terrill, Ed.D.

Board of School Trustees

Crown Point Community School Corporation

By: 
David Warne, President

Attest:

By: 
Thomas K. Hoffman, Secretary