

GREATER CLARK COUNTY SCHOOLS
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This Contract (hereafter "Contract") alters the Regular Teacher's Contract for employment of Dr. Stephen Daeschner, as Superintendent of Schools for the Greater Clark County School Corporation, by the Board of School Trustees of the Greater Clark County School Corporation and by consent of the parties in the manner permitted by **Indiana Code 20-28-8-6 (1), (2), (3) and (4)**.

1. Definition of Terms of Offer:

The parties to this Offer are the:

"Superintendent" meaning Dr. Stephen Daeschner, and the **"Board"** meaning the Board of School Trustees acting as the governing body of the Greater Clark County School Corporation ("GCCS").

2. Employment of Superintendent, Term of Employment and Renewal Term

The Board offers to employ the Superintendent and the Superintendent agrees to be employed by the Board as the Superintendent and Chief Executive Officer of the GCCS for an initial term of 3 years beginning as of **July 1, 2009** and ending on **June 30, 2012** with option to renew for 2 one-year periods.

Any extension of the initial term will be by mutual consent of the Board and the Superintendent and will be in accordance with **Indiana Code 20-28-8-6** and **Indiana Code 20-28-8-8** wherein applicable.

3. Duties of Superintendent

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 of Superintendent of Schools which is attached to and incorporated into this Contract as a material term herein by reference:

(H.I.)

(ATTACHMENT A)

The Superintendent agrees that his duties pursuant to this Contract represent full time employment. Nothing herein will prohibit the Superintendent from engaging in compensable or non-compensable employment or activities, including but not limited to professional consultation, speaking engagements, writing, teaching at a college or university, or holding office or otherwise accepting responsibilities related to a professional organization. However, the Superintendent will not engage in any employment or activities which prevent him from performing his duties and responsibilities as provided herein, or which could be reasonably considered to be a conflict of interest. The Superintendent will advise the Board of any employment or activities for which he receives compensation.

It is understood that if the Board approves any form of outside employment, the Superintendent will not use corporation time or staff services to prepare for, or perform these services.

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 includes maintaining a license from the State of Indiana required for the position of Superintendent.

In addition to the above, the duties of the position of Superintendent to be performed include, but are not limited to the following:

- To devote full-time efforts, and all skills, labor and attention to the position of Superintendent.
- To assume responsibility for the selection, renewal, placement, removal and transfer of personnel, subject to the approval of and formal action by the Board.
- To study and make recommendations with respect to all criticisms and complaints which the Board, either by Committee or collectively, may refer to the Superintendent.
- To assume responsibility and accountability for the administration of the affairs and operation of the GCCS, including but not limited to programs, personnel and business management, and to delegate to and collaborate with members of the Central Administration pursuant to the District Organizational Chart.
- To suggest regulations, rules, Policies, guidelines and procedures deemed necessary or appropriate for compliance with law and to promote the smooth and efficient operation of GCCS.
- To provide written and oral updates to the Board on a regular basis to keep the Board fully informed on matters and events taking place in the operation of the School District. Such reports shall be of such a nature as to reinforce the relationship and lines of communication between the Superintendent and the Board and the honest and candid administrative leadership of the Superintendent.
- To faithfully perform all other duties of the Superintendent of Schools as set forth in a job description for the position of Superintendent of Schools which is attached.

4. Salary and Benefits

As consideration for the performance of the duties and meeting the qualifications established of Superintendent, the Board offers the Superintendent the following compensation and benefits:

a. Salary

Compensation for *260 work days* is offered at *Two Hundred and Twenty Five Thousand Dollars (\$225,000)* per year, paid on a bi-weekly basis. The parties acknowledge and understand that the Superintendent's salary is a guaranteed sum that will be paid to the Superintendent. However, the parties agree that, inasmuch as the salary is greater than that paid to the previous Superintendent, it is fiscally responsible for the parties to undertake to raise funds through private donors, corporations, foundations and other entities in an amount equal to the difference between the previous Superintendent's salary and that salary set forth above.

The Board agrees and understands that the fund raising efforts shall be undertaken pursuant to all applicable Indiana State laws and all of those mandates set forth by the Indiana State Board of Accounts and the various Foundations and Organizations that shall participate in said fund raising procedure.

Further, the parties acknowledge that the success of said fund raising shall not either diminish nor increase the amount of the salary agreed upon as between the parties.

The parties acknowledge, understand and agree that upon the execution of this contract the Greater Clark County School Corporation shall be obligated to pay the full amount agreed upon said sum guaranteed.

a. Fringe Benefits

The Superintendent shall be entitled to all the provisions of the Certified Administrators and Classified Directors Fringe Benefits Document (hereafter identified as "Fringe Benefits Document") effective as of **July 1, 2009**, or as amended from time to time, with the following modifications:

1. **Salary:** offered as described in item 4.a. of this Contract.

2. Vacation Leave:

- a. The Superintendent will be entitled to twenty (20) days of vacation leave per year.
- b. The Superintendent shall be entitled to 1.7 days of vacation per month during the first year of said contract. However, beginning in the second year of said contract vacation shall be earned in its entirety upon the anniversary date of the execution hereof.

3. Housing Allowance:

- a. The Board will provide the Superintendent with a stipend of **One Thousand Five Hundred Dollars (\$1,500)** per month until his home in Aurora, IL is sold. The Superintendent agrees that he shall attempt to sell said home at the "fair market value". The parties agree that said stipend shall not exceed a period of twenty-four months (24) for assistance. Furthermore, the parties agree that the GCCS shall have the option to attempt to secure acceptable housing for the Superintendent if same becomes available as a result of a gift to the GCCS and/or its foundation. The parties agree that the Superintendent shall have the right to approve said housing.

4. Moving Expenses:

- a. The Board will reimburse the Superintendent for reasonable and actual moving and relocation expenses. The parties agree that the Superintendent shall submit all invoices to the GCCS Board for payment. Moreover, the Superintendent agrees to cooperate with the Board in coordinating his move from Aurora, Illinois. The Superintendent acknowledges and understands that the Board may have the ability to secure services to effectuate said move. The Superintendent agrees to cooperate with the Board and utilize those services if they are deemed reasonable by the Superintendent.
- b. The Superintendent will submit all documentation to the Board for review and approval before reimbursement is issued.

5. Vehicle

- a. The Board will provide the Superintendent with an automobile and pay all operating expenses for official and reasonable use.
 - b. The Superintendent will be responsible for and pay the annual costs or personal tax consequence associated with the non-cash fringe benefits related to the use of this vehicle.
6. **Cell Phone:** the Board will provide the Superintendent with the use of a corporation-owned cell phone and pay for the business-related costs associated with the use of said telephone.
7. **Insurance:** The Board shall provide the superintendent with family health and dental insurance, accidental death and dismemberment insurance, and group term life insurance (death benefit equal to two time annual salary), in accordance with applicable District plans.
8. **Medical Examinations:** The Superintendent will have an annual physical examination performed at such medical facility with which the District has contracted for administrative medical examinations. The Board shall pay the cost of the "Comprehensive Physical" and the cost of any optional additional procedures available under the approved program. The Superintendent will direct the examining physician to deliver the resulting medical report to the President and Secretary of the Board. This report will be treated as confidential information by the Board.

The Superintendent shall advise the Board President confidentially of any illnesses, disabilities or afflictions which will or may substantially interfere with the Superintendent's performance of his duties.

8. **Professional Membership:**
- a. The Board encourages the Superintendent to participate in school-related professional memberships and the Board will pay for the dues associated with those memberships in accordance with the school corporation's approved budget.

- b. The Board shall further provide the Superintendent a family membership to the Louisville Athletic Club

9. **Termination by Agreement:** During the term of this Contract, the Board and Superintendent may mutually agree in writing to terminate this Contract.

10. **Unilateral Termination:** The Board may, at its option, and by a minimum of 90 days notice given to the Superintendent, unilaterally terminate this Contract, without cause. In the event of such termination, the Board shall pay to the Superintendent, as severance pay, all of the aggregate compensation and the cash value of fring benefits that the Superintendent would have received had this Contract been in force until the termination date set forth in this Contract.

5. **Cancellation of this Contract**

Cancellation for Failure to Meet Minimum Qualifications

- a. The parties agree that at the time of the execution of this Contract, the Superintendent meets the minimum qualifications for the position of Superintendent as stated in the job description incorporated into paragraph 3, Attachment A of this Contract and that if, at any time the Superintendent no longer meets the minimum licensing qualifications, this Contract shall terminate immediately without any due process or other pre-condition to cancellation, except as is necessary to confirm non-compliance.
- b. The parties agree that provision 2 of this Contract identifies the appropriate statutory authorities for other reasons in which this Contract could be cancelled for reasons other than stated in 5. a.
- c. This Contract may be altered or rescinded for a new contract at any time by mutual consent of the Board and the Superintendent. The consent must be in writing and must be expressed in a manner not inconsistent with Indiana Code 20-28-8-6(3).

6. Entire Contract of Parties

The parties agree that each has had the right to seek assistance of counsel in the process of negotiating the terms of this Contract and sufficient time to consider and understand the terms of this Contract and that this Contract therefore contains all the agreed upon 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 the specific provision to be modified. Modifications to this Contract shall be approved by both parties in the same manner that 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 an Indiana Regular Teacher's Contract to implement the terms of this Contract. The parties further agree that to the extent that this Contract is inconsistent with the Superintendent's Regular Teacher's Contract this Contract replaces said Regular Teacher's Contract and the terms of this Contract shall control.

7. Contract as a Public Record

The parties agree that this Contract is a public record under the Indiana Public Records Law, Indiana Code 5-14-3, and Indiana Code 20-28-6-2 pertaining to teacher contracts generally.

8. Drafting and Construction of this Contract

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.

9. Rights as Teacher

The Superintendent shall be afforded all of those rights of a teacher under the laws of the state of Indiana. Assumption of the position of Superintendent shall not serve to reduce any of those rights which shall otherwise exist pursuant to Indiana Code.

10. Savings Clause

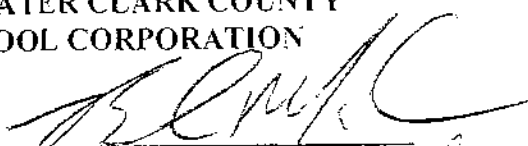
If, during the terms of this Contract, it is found that a specific clause of the Contract is illegal in federal or state law, the remainder of the Contract not affected by such ruling shall remain in force.

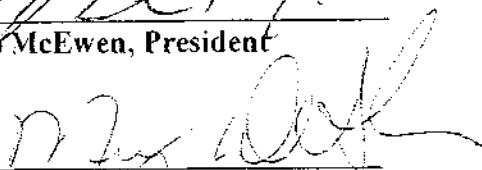
SUPERINTENDENT


Dr. Stephen Daeschner

attest: 5/20/09

**BOARD OF SCHOOL TRUSTEES
GREATER CLARK COUNTY
SCHOOL CORPORATION**

by: 
Bob McEwen, President

attest: 
Missy DeArk, Secretary