

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT made and entered as of the date written below, by and between the DELPHI COMMUNITY SCHOOL CORPORATION ("Delphi"), of Carroll County, Indiana, by its Board of School Trustees, hereinafter referred to as "Employer", and GREGORY BRILES ("Superintendent"), hereinafter referred as "Employee." It is understood that this Contract shall take effect on July 1, 2018, and continue until its conclusion.

1. Term

Employer does hereby employ Employee to be Superintendent of the public schools of the Delphi Community School Corporation for a period of beginning on July 1, 2018 and ending on June 30, 2021.

2. Professional, Certification and Responsibilities of the Superintendent

A. Employee represents that he is the holder of a Superintendent's License issued under authority of the State of Indiana.

B. Employee, in consideration of the promise of Employer to pay the salary set out during the period of the Contract, agrees to do and perform all of the various duties connected with and pertaining to the office of the Superintendent of the Public Schools of the Delphi Community School Corporation, Carroll County, Indiana, and to supervise, direct and determine, subject to the approval of the Board of School Trustees, all matters relating to the courses of study, methods of instruction, adoption of textbooks, supervision of children and teachers, custodial services, assignment of teachers and employment of teachers. Employee agrees to

assume responsibility for the character of the school system, for discipline and for personnel employed by the school system, and to keep such records of the Employer as shall show to the Board of School Trustees at all times the true condition of the school system.

C. The Employee shall organize, reorganize and arrange the administrative and supervisory staffs, including instruction and business affairs which in his judgment best serves the Employer. The responsibility for selection, placement and transfer of personnel shall be vested in the Employee, subject to the approval by the Board. The Board, individually and collectively, will refer promptly to all criticism, complaints and suggestions called to its attention to the Superintendent for study and recommendation.

3. Outside Activities and Professional Growth

A. The Employee shall engage in no outside activities which materially interfere or conflict with his duties and responsibilities to the Delphi Community School Corporation.

B. The Employer will pay Employee's membership to any professional organization and Employee's dues for any civic organization joined.

C. It is understood and agreed that the Employer shall pay the necessary and reasonable traveling expense of the Employee when required to make any trips outside the boundaries of Employer for the purpose of employment of teachers or in conducting any other business of said Employer. It is also understood that the Employer will pay the expenses incurred by the Employee in attending any

approved professional meetings. It is further agreed that the basis for such payments shall be the actual expenses involved. Employer shall also pay the membership dues for Employee's membership in the American Association of School Administrators, the Indiana Association of Public Superintendents, and IASBO.

4. **Compensation**

A. Employer, in consideration of the services to be performed by Employee and the covenants herein contained of Employee, agrees to pay as salary for such services of Employee, the sum of \$110,000.00 annually, effective June 30, 2018, to be paid in twenty-four (24) equal payments to the Employee.

B. The Employee shall receive \$250,000.00 in term life insurance coverage provided by the Employer so long as Employee is insurable, and only during the term of Employee's employment with Employer.

C. The Employee shall be allowed to participate in the Employer's Long-Term Disability program to the extent of the Employee's base salary ninety (90) days after disability.

D. The Employee shall receive twenty (20) days of vacation time each year and the seven (7) national holidays, per calendar year, during the term of this Agreement. The seven (7) national holidays shall include:

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Fourth of July
5. Labor Day
6. Thanksgiving Day
7. Christmas Day

The parties agree the Employee shall not take more than five (5) consecutive days of such vacation without first receiving approval of the Employer. Unused days may accumulate up to 20 days. Unused vacation days shall be compensated up to seven (7) days paid within one (1) month of the end of the calendar year.

E. Employee shall receive twelve (12) sick days per school year, which may be accumulated. Unused sick days shall not be compensated.

F. The Employer shall contribute one hundred percent (100%) of the allowable amount to the Indiana State Teacher Retirement Fund on behalf of the Employee.

G. The Employee shall be furnished medical, dental, and vision coverage for the Employee and family as offered by the Employer to its administrative employees.

H. The Employer shall pay to Superintendent a technology fee of Two Thousand Dollars (\$2,000.00) each year during the term of this contract as a technology allowance, which technology shall include, but not limited to, cell phones, fax, and internet. Such sum shall be paid to Superintendent in bi-weekly installments. The Corporation will supply a computer to the Superintendent for use in the scope of employment.

I. The Employer shall pay to the Employee's travel expenses necessary to the proper discharge of his duties pursuant to the School Corporation's travel policy.

The Employee shall provide the Employer with itemized expense statements or supporting memorandum.

5. **Professional Liability**

A. The Employer agrees that it shall defend, hold harmless and indemnify the Employee from any and all demands, claims, suits, actions and legal proceedings brought against the Employee in his individual capacity, or in his official capacity as agent and employee of the school corporation, provided the incident arose while the Employee was acting within the scope of his employment, excluding criminal litigation, and provided such liability coverage is within the authority of the School Board to provide under state law. This indemnification shall survive Employee's severance or retirement from employment with the school corporation. However, no individual board member shall be personally liable for indemnifying the Employee against such demands, claims, suits, actions or legal proceedings.

B. If a conflict of interest exists regarding the defense of such claim between the legal position of the Employee and the legal position of the school corporation, the Employee may engage separate counsel, in which event the school corporation shall indemnify the Employee for legal defense as permitted by state law.

C. The school corporation shall not, however, be required to pay any costs of any legal proceedings in the event the school corporation and the Employee shall have adverse interests in such litigation.

6. Medical Examination and Personal Protection

In light of the unique nature of the professional duties of the Superintendent of schools, the Employer shall at its expense provide to the Employee a complete medical examination of the Superintendent not less than once every year. Any report of the medical examination shall be given directly and exclusively by the examining physician to the Employee. The school board shall be advised in writing by the physician of the continued physical fitness of the Employee to perform his duties and such report shall be confidential.

7. Evaluation

The Board shall annually evaluate and assess in writing the performance of the Employee on or before June 30th. This evaluation and assessment shall be reasonably related to the position description of the Employee and the mutual goals and objectives of the Employer and Employee for the year in question.

8. Termination of Employment Contract

A. This employment contract may be terminated by:

1. Mutual agreement of the parties;
2. Resignation of the Superintendent;
3. Discharge for Cause;
4. Death of the Superintendent.

B. Discharge for cause shall be in accordance with the Indiana Statutes stipulating cause for dismissal of an established teacher.

C. If the Employer desires to cancel this Contract prior to the end of the contract term for a matter other than set forth in I.C. § 20-28-8-7, the Employer

shall provide Employee with at least thirty (30) days written notice that it intends to cancel this Contract, afford the Superintendent an opportunity for a conference with the Board in executive session, and may pay to the Superintendent an amount that shall not exceed the amounts identified in I.C. § 20-28-8-6, which is the Employee's salary for one (1) year under the contract, which shall not include benefits or any other forms of compensation Employee receives as payment under this contract.

D. If this Contract is not previously terminated, pursuant to I.C. § 20-28-8-6(b)(1), this Contract shall terminate on June 30, 2026.

9. **Renewal of Employee's Contract**

It shall be deemed that the Board has extended this Agreement for an additional one-year period from the termination date set forth in paragraph 1 above, or any extended termination date unless before December 31st of each year, the Board notifies the Employee, in writing, that this Agreement will not be renewed.

10. **Supplemental Terms**

A. The parties have executed a basic contract in the form of a Superintendent's contract. This Agreement is intended to supplement and expand upon the rights and obligations of the parties.

11. **Savings Clause**

If, during the term 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 a ruling shall remain in force.

IN WITNESS WHEREOF, the Board has caused this employment contract to be approved in its behalf by a duly authorized officer and the Employee has approved the employment contract effective on the day and year first above written.

EMPLOYER

DELPHI COMMUNITY SCHOOL CORPORATION
BOARD OF SCHOOL TRUSTEES

By _____
Steve Myer, President

ATTEST:

William Trueblood, Secretary

EMPLOYEE:

Greg Briles, Superintendent