

SUPERINTENDENT CONTRACT

December 1, 2016

This Superintendent Contract is made and entered into and effective December 1, 2016, by and between Garrett-Keyser-Butler Community School District (also referred to as GKBCSD) and Tonya Weaver (also referred to as Superintendent Weaver).

EMPLOYMENT AND TERM

Employment Term. GKBCSD hereby employs Tonya Weaver as Superintendent of GKBCSD, and Tonya Weaver hereby agrees to serve as Superintendent. The term of this Contract shall begin on December 1, 2016, and shall continue until June 30, 2020. Unless otherwise required by text or context, an Employment Year for the purpose of this Contract shall begin July 1st of a year and end June 30th of the following year. The period of December 1, 2016 through June 30, 2017 will not be considered a full Employment Year, and benefits and compensation will be prorated accordingly.

Rollover Provision. The Superintendent's contract shall automatically extend/rollover for an additional year, unless the School Board of Trustees votes in an open meeting to not extend/rollover said contract on or before January 1st of each year (i.e. after 1-1-2018 contract shall be extended to 6-30-2021), subject to the terms and conditions in this contract as further set forth herein. It shall be the duty of the Superintendent and the Board to make a reasonable effort to acknowledge this provision and remind each party of the existence of the rollover (aka "evergreen") provision reference herein by December 1st of each year.

During each Employment Year, Superintendent Weaver shall have two hundred forty-five (245) working days. Included in these working days are the paid leave days addressed in this contract.

Early Termination by Mutual Consent. The parties may terminate this Contract on any date during the Employment Term, if GKBCSD and Superintendent Weaver mutually consent in writing to such termination.

Early Termination Upon the Superintendent's Death, Total Disability. This Contract shall terminate without action of the parties upon the occurrence of death or total disability (as defined in the GKBCSD disability insurance policy as applicable to Superintendent Weaver) of Superintendent Weaver.

DUTIES, EXTENT OF SERVICES, AND RELATIONSHIP OF THE PARTIES

Duties. During the Employment Term, Superintendent Weaver shall serve GKBCSD as the Superintendent of Schools, and she have such duties as may be prescribed by law

and as are assigned to her by the GKBCSD Board of School Trustees. Superintendent Weaver agrees that the division of responsibilities between an Indiana Public school board, and its superintendent, as outlined and provided for in the Code of Ethics of the Indiana School Boards' Association, shall guide the board and superintendent in defining respective roles in the governance of the GKBCSD. Through the Corporation's Board of School Trustees, the Corporation shall provide the Superintendent with periodic opportunities to discuss Superintendent-Board-Corporation relationships.

Superintendent Weaver shall also serve as the Executive Director of the Garrett-Keyser-Butler Head Start, which the school corporation serves as the grantee for the organization.

To facilitate such Superintendent-Board-Corporation discussions, each party agrees to engage in an annual evaluation of the Superintendent's performance during the term of this Contract at a time mutually agreed upon.

Participation in Meetings and Organizations. GKBCSD expects Superintendent Weaver, as a condition of her employment, to continue her professional growth and education through participation in appropriate meetings and activities. GKBCSD will provide for professional organizational memberships. In addition, GKBCSD agrees to authorize a reasonable amount of release time and funding for the purpose of permitting Superintendent Weaver to attend national, state and regional meetings and activities. Each Employment Year, GKBCSD shall pay for all expenses of travel, lodging, dues and subsistence (per the Expense Reimbursement guidelines) in connection with the participation and attendance at approved meetings, functions and activities.

Equipment. GKBCSD shall provide the Superintendent with communication and technology equipment necessary to perform the duties of this position.

COMPENSATION

Basic Salary. As payment for all services that Superintendent Weaver renders pursuant to this Contract, GKBCSD shall pay her a basic salary of \$110,000 (this does not include the basic salary from Head Start of \$5,733.96, or increases as received from COLA) for each Employment Year of this Contract. This Basic Salary shall be paid in twenty-four (24) approximately equal installments. This Basic Salary may be increased by GKBCSD, but in no event shall this Basic Salary be reduced during the Employment Term.

Upon the Superintendent obtaining an EdS and/or an EdD level degree(s) related to her duties as Superintendent, an increase of 4% for the EdS and 2% for the EdD, shall be added to the base pay of the Superintendent's Contract.

Commencing with the Employment Year beginning December 1, 2016, Superintendent Weaver's Basic Salary shall be reviewed beginning in 2017 and for each Employment

Year of this Contract. Increases in Basic Salary shall correspond with the increases assigned to the other Garrett-Keyser-Butler Community School District administrator's basic salary and must be approved by GKBCSD retroactive to the beginning of the Employment Year for which the increase is applicable, and shall be based upon Superintendent Weaver's performance as Superintendent. Performance ratings of effective or highly effective qualify for consideration of a salary increase.

ISTRF Employee Contribution & Reporting to ISTRF. In addition to the other compensation for services provided to Superintendent Weaver by this Contract, the GKBCSD shall make both the employer and employee contribution to the Indiana State Teachers' Retirement Fund (ISTRF). All payments to the Superintendent coming within the definition of "annual compensation" as defined in Indiana Code Section 5-10.2-4-3(c) shall be included in the compensation report to the Indiana State Teachers' Retirement Fund by GKBCSD.

Deferred Compensation: Section 401(a) & 403(b) Contributions. In addition to the other compensation and benefits provided to Superintendent Weaver by this Contract, the GKBCSD shall provide an annual contribution of 1% of the Superintendent's then annual basic salary for tax-deferred contributions to a 401 (a) account(s) of Superintendent Weaver's choice. Each year after, until the conclusion of this Contract, Superintendent Weaver may receive additional annual contributions toward deferred compensation as determined by the Board. GKBCSD shall contribute annually and pay to Superintendent Weaver's 403(b) deferred compensation plan in an amount equal to four percent (4%) of Superintendent Weaver's then annual basic salary. Contributions by GKBCSD shall not be deducted from Superintendent Weaver's basic salary but shall be an additional compensation.

BUSINESS EXPENSES

Business Expenses. It is understood from time to time, that Superintendent Weaver may be expected to incur reasonable and necessary expenses on behalf of GKBCSD, including but not limited to meals, entertainment, travel and similar expenses. GKBCSD shall reimburse Superintendent Weaver for such reasonable and necessary expenses (per the Expense Reimbursement guidelines), provided that records of such expenses are submitted to GKBCSD in a form and manner acceptable to GKBCSD, and provided that reimbursement is not prohibited by law or regulation and is subject to the GKBCSD budget and appropriations for that purpose.

Superintendent Weaver shall be provided with a Mastercard corporation credit card listed in her name, which shall be used solely for school business expenses.

Transportation. A school corporation vehicle shall be made available to Superintendent Weaver. The vehicle will be housed at the Superintendent's Office on Warfield St., Garrett, IN. If an appropriate vehicle is not available, and Superintendent Weaver is

required to use her personal vehicle, she shall be reimbursed for all travel at the mileage rate then established by the Internal Revenue Service.

EMPLOYEE BENEFITS

Except as otherwise expressly provided in the Contract, Superintendent Weaver shall be entitled to the following benefits, which may be amended from time to time:

Vacation. Superintendent Weaver shall be entitled to twenty (20) paid vacation days each Employment Year, together with those paid holidays that are provided to all other two hundred forty-five (245) day employees of the GKBCSD. If twenty (20) or fewer vacation days remain on June 30 of each year, Superintendent Weaver shall have a choice of carrying those vacation days for one (1) additional year. All vacation days that are carried forward for one (1) additional year and not used, shall be forfeited.

Sick Leave. Sick leave to be granted at twelve (12) days per Employment Year.

Accumulated Sick Leave. Superintendent Weaver shall be entitled to carry forward her current existing accumulated sick leave balance (up to 90 days) to assist in matching the wait period for her Long – Term disability coverage.

Bereavement, Personal, Family Sick Leave. Superintendent Weaver shall be entitled to bereavement, personal, family sick leave as outlined in the teacher's bargaining agreement.

Jury Duty Leave. Superintendent Weaver shall be granted jury duty leave, without loss of pay, if called upon to serve.

Court Appearance Leave. Superintendent Weaver shall be granted leave, without loss of pay, if subpoenaed to appear in any court proceedings, except any litigation initiated by Superintendent Weaver against the School Corporation.

Other Leaves. All other requests for leaves of absence not set forth herein may be requested by Superintendent Weaver, in writing, for consideration by the Board of Trustees.

Tax Deferred Annuity. GKBCSD hereby authorizes Superintendent Weaver to establish a tax deferred Annuity program, with voluntarily contributions to be paid by Superintendent Weaver to a deferred compensation 403(b) plan.

Group Health Insurance. GKBCSD shall provide and pay for, a health insurance policy Superintendent Weaver shall select. The health insurance benefit provided to Superintendent Weaver may, at her discretion be paid in salary and deducted as a

Section 125 benefit until retirement. If Superintendent Weaver elects not to receive the health insurance policy, the contribution to fund the health insurance will not be made.

Vision Insurance. GKB shall provide and pay for, a vision policy Superintendent Weaver shall select.

Life Insurance. GKBCSD shall annually provide and pay for, except for the sum of \$1.00, which shall be paid by Superintendent Weaver, a policy of life insurance upon the life of Tonya Weaver in the amount of two (2) times the annual basic salary.

Long Term Disability. GKBCSD shall annually provide and pay for, except for the sum of \$1.00, which shall be paid by Superintendent Weaver, a policy of long-term disability insurance in an amount equal to sixty-six and two-thirds percent (66 2/3%) the annual basic salary with a wait period of ninety (90) calendar days.

Medical Examination. Superintendent Weaver may submit to a complete physical examination, not less than once every two (2) years. Any medical report generated as a result of the aforementioned medical examination shall be given directly and exclusively by the examining physician to Superintendent Weaver. GKBCSD shall pay the remaining cost of the medical examination after the insurance benefit has been applied.

PROFESSIONAL LIABILITY

GKBCSD shall defend, hold harmless and indemnify Superintendent Weaver from any and all demands, claims, suits, actions, and legal proceedings brought against her in her individual or official capacity as an agent or employee of GKBCSD, in connection with any matter arising while she was acting within the scope of her employment.

WORK PRODUCTS

Work Products, including but not limited to, any of the following which were prepared by the Superintendent in written or electronic form, such as correspondence, board reports, graduation documents, dedication documents, and any and all documents, either written or electronic, that reflect action taken on behalf of the School Corporation or at the request of the Board of Trustees, produced during the term of this contract shall be the property of the Corporation and shall remain in the possession of the Corporation. Upon termination of this contract, the Superintendent shall be permitted to remove personal objects and files created during her term except all Work Products shall remain. The President of the Board of School trustees, the Business Manager and to the Board of Trustees, and the Superintendent shall ensure that all Work Products are retained by the Corporation.

IN WITNESS WHEREOF, the School Board of Trustees has caused this addendum to the contract to be approved on its behalf by signature of its president and vice president,

attested by the secretary and witnessed by one additional individual. Superintendent Weaver has approved this addendum to contract effective on the day and year specific on this addendum to the regular teacher contract for the applicable year.

BOARD OF TRUSTEES GARRETT-KEYSER-BUTLER COMMUNITY SCHOOL DISTRICT



Terry D. Yarde, President




Wayne E. Funk, Vice-President



Dr. Danny E. Weimer, Secretary

SUPERINTENDENT OF SCHOOLS



Tonya Weaver

WITNESS:
GARRETT-KEYSER-BUTLER COMMUNITY SCHOOL DISTRICT



Pam Good, Business Manager