

Employment Agreement

by & between

Jeffery D. Fritz

& the

**Board of School Trustees
of the
Clay Community Schools**

**July 1, 2016
to
June 30, 2019**



Employment Agreement.

This employment agreement (the "Agreement" or the "Contract") is entered into by and between the **Clay Community School Corporation** ("*the CCSC*"), an Indiana public school corporation, acting through its **Board of School Trustees** ("*Board*"), and **Jeffery D. Fritz**, ("*Fritz*").

Recitals.

WHEREAS, the CCSC is an Indiana public school corporation organized as a community school corporation pursuant to Ind. Code 20-23-4, acting through its Board of School Trustees, and is authorized by Ind. Code 20-26-5-4(8)(A) to employ a superintendent; and

WHEREAS, the Board desires to obtain the benefit of the substantial knowledge and experience of Fritz for the benefit of the school community it serves; and

WHEREAS, the Board desires to employ Fritz as its Superintendent, and Fritz desires to be employed as Superintendent by the Board; and

WHEREAS, the Board and Fritz have agreed to reduce to writing the terms of Fritz's employment as Superintendent in accordance with Ind. Code 20-28-8-6, such terms to replace and modify the Regular Teacher's Contract entered into by the Board and Fritz, as prescribed by Ind. Code 20-28-6;

NOW THEREFORE, in consideration of the factual findings and legal authority set forth above and the mutual promises set forth below, Fritz and the Board agree as follows:

ARTICLE 1. LENGTH OF THIS AGREEMENT.

Section I.01. Employment Term. The Board hereby employs Fritz as Superintendent of CCSC, and Fritz hereby agrees to be employed as Superintendent of CCSC for an initial term beginning July 1, 2016, and continuing until June 30, 2019, or until such earlier time as the employment term is terminated, as

provided in Section 1.03 of this Agreement. The parties agree that the term of this contract shall automatically be extended one (1) school year on July 1, 2017, and then each successive July 1 thereafter, 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 this shall result in a continuous three (3) year contract, unless one party provides timely written notice to the other as provided herein (the "Employment Term"). The parties acknowledge and agree that the contract term and any extension thereof shall be subject to early cancellation pursuant to Section 1.03 of this Agreement titled "Termination of this Agreement." Unless otherwise required by text or context, an Employment Year for purposes of this Agreement shall begin July 1 of a calendar year and end on June 30 of the following calendar year.

Section I.02. Evaluation of Fritz's Job Performance. Fritz's performance of his duties as Superintendent shall be evaluated in writing using an evaluation instrument agreed upon by Fritz & the Board. The results of this evaluation shall be reviewed by Fritz & the Board in an executive session of the Board convened pursuant to Ind. Code 5-14-1.5-6.1(b)(9) at least once each Employment Year.

Section I.03. Termination of This Agreement.

(a) **Termination by Mutual Consent.** The parties may terminate this Agreement on any date during the Employment Term, if they agree in writing to the termination. In the event this Agreement is terminated pursuant to this section prior to the end of the Employment Term, then the Superintendent shall have no entitlement to pay or benefits beyond the Superintendent's termination unless specifically granted in this Contract.

(b) **Termination by the Board Prior to the Expiration Date.** The Board may terminate this Agreement prior to the end of the Employment Term in the following circumstances:

- (i) **Upon a Finding of Cause by the Board:** The Board may terminate this Agreement for any reason specified in Indiana law for the cancellation of the contract of an Established Teacher as "Established Teacher" is defined at Ind. Code 20-28-6-8. If the Board invokes this provision, then the Board will give the

Superintendent written notice of its intent to cancel the Superintendent's Contract for cause and will provide the Superintendent the opportunity to have a hearing before the Board in an official executive session at least ten (10) days before the Board meets in a public meeting to vote on the termination. If the Superintendent requests a hearing with the Board, and if the Board would subsequently vote in a public meeting to approve the termination of the Superintendent's Contract, then the Board will issue written findings that one or more of the statutory reasons for cancellation of a teacher contract contained in IC 20-28-7.5-1(e) exist. Upon compliance with this provision, Fritz's employment pursuant to this Agreement, and his status as an Established Teacher in the CCSC may be terminated for cause by the Board. In the event this Agreement is cancelled prior to the end of the Employment Term under this section, then the Superintendent shall have no entitlement to pay or benefits beyond the date that the Board votes to cancel the Contract.

- (ii) **Upon Fritz 's Loss of His Superintendent's License:** The Board may terminate this Agreement at any time during the Employment Term, upon written verification from the proper officials of the State of Indiana that Fritz 's license or certification from the State of Indiana, required by Section 2.02 of this Agreement, has been suspended or revoked. If Fritz's license or certification is suspended for any period of time and then is subsequently reinstated, such subsequent reinstatement shall not impact the Board's authority to terminate this Agreement pursuant to this provision. In the event this Agreement is cancelled prior to the end of the Employment Term under this section, then the Superintendent shall have no entitlement to pay or benefits beyond the date that the Board votes to cancel the Contract.

(iii) **Upon Fritz's Death or Total Disability.** This Agreement shall terminate without action of the parties upon the death or disability of Fritz. "*Disability*" for purposes of this sub-section shall mean Fritz's inability to perform each of the essential functions of the position of Superintendent with reasonable accommodation for a period in excess of any leave to which Fritz is entitled under the federal Family & Medical Leave Act. In the event this Agreement terminates prior to the end of the Employment Term under this section, then the Superintendent and/or his heirs shall have no entitlement to pay or benefits under this Contract beyond the termination date except as otherwise specifically granted in this Contract.

(iv) **Without a Finding of Cause:** The Board may terminate this Agreement without a finding of cause, and without due process or compliance with Indiana Code 20-28-7.5, by transferring Fritz to a position outside of the bargaining unit and paying him a salary that is either commensurate with the position or \$97,826.00, whichever is greater, and providing him the same fringe benefits that are offered to other CCSC administrators. In the event this Agreement is cancelled prior to the end of the Employment Term under this section, then the parties will negotiate a new agreement consistent with the terms stated in this section (iv), this Contract will terminate and will be superseded by the new agreement, and the Superintendent shall have no further entitlement to any pay or benefits under this Contract.

(c) **Termination by Fritz.** Fritz may terminate this Agreement on the Expiration Date as provided in Ind. Code 20-28-8-7(4), or upon no less than ninety [90] days written notice to the Board. If Fritz does not provide at least ninety [90] days written notice of termination to the Board, he shall not be entitled to payment for unused leave days upon termination pursuant to Section 3.03 of this Agreement. In the event this Agreement is terminated by Fritz prior to the end of the Employment Term under this section,

then the Superintendent shall have no entitlement to pay or benefits under this Contract upon termination except as otherwise specifically granted in this Contract.

ARTICLE 2.
DUTIES OF THE POSITION OF SUPERINTENDENT, EXTENT OF SERVICE, &
RELATIONSHIP OF THE PARTIES.

Section 2.01. Duties. During the Employment Term, in each period of July through the following June 30 [an “*Employment Year*”], Fritz shall serve the Board & CCSC as the Superintendent on two hundred & sixty (260) working days, which shall include holidays, sick leave days, personal leave days, and vacation leave days established by the Board for administrative employees. In performing his duties as Superintendent, Fritz shall have the duties as may be prescribed by law and as are assigned by the Board of School Trustees.

Section 2.02 Superintendent License. Fritz shall, at all times during the Employment Term, hold a valid license or certificate evidencing his qualifications to perform the duties of Superintendent of a public school corporation in Indiana, as required by Indiana law and the regulations of the Division of Professional Standards of the Indiana Department of Education. The Board may terminate this Agreement pursuant to Section 1.03(b) (ii) upon receipt of written verification of the suspension or loss of this license or certification.

Section 2.03. Participation in Meetings and Organizations. The Board expects Fritz, as a condition of his employment, to continue his professional growth through participation in appropriate meetings and activities, including, but not limited to, participation in the following kinds of functions:

- (a.) Programs, seminars, and other activities conducted or sponsored by local, state and national associations of school administrators and school boards;
- (b.) Seminars and courses offered by public or private institutions; and
- (c.) Meetings of the Indiana superintendents, and other persons whose particular skills, knowledge, information or background would serve to assist and improve the capacity of Fritz in performing his duties.

Fritz understands that Section 2.03(b.) above shall not require the Board to pay for seminars and courses attributable to any additional educational degree (such as a bachelors, masters, or doctoral degree)

that Fritz may choose to pursue in the future. The Board agrees to authorize a reasonable amount of released time, within the limitations of the Board's budget and appropriations for that purpose, for the purpose of permitting Fritz to attend meetings and activities of the kind described in Paragraphs (a), (b) and (c) above, and to reimburse Fritz for all reasonable expenses relating to these activities in accord with Board policies on reimbursement for the activities.

Section 2.04. Consulting Activities & Other Employment. The Board shall permit Fritz to serve as a consultant to other school systems or educational agencies, to lecture, engage in writing activities and speaking engagements, and similar activities of a shortterm duration, at his discretion. Fritz shall notify the Board President concerning all paid outside consulting or speaking activities he undertakes. In performing outside activities, Fritz may utilize personal leave or vacation leave provided to him under the terms of this Agreement or Board policy applicable to administrators of his management classification.

Notwithstanding the foregoing, it is expected that Fritz will devote his primary professional attention to the position of Superintendent of the CCSC. Full professional effort shall be defined to allow for such activities as are described above, provided that Fritz's time spent on such activities does not interfere with the performance of Fritz's primary professional duties as Superintendent pursuant to this Agreement.

ARTICLE 3. BASIC SALARY & BENEFITS.

Section 3.01. Basic Salary. As payment for all services Fritz renders pursuant to this Agreement, the Board shall pay him a basic salary at an annual rate of One Hundred & Forty-One Thousand, One Hundred & Fifty Dollars (\$141,150.00), which is subject to adjustment in accordance with the terms of this Agreement ("Basic Salary"), and is payable in twenty six approximately equal installments on the pay date schedule established for other certificated employees of the Board. The Superintendent may elect to direct or re-direct portions of the Basic Salary to employee benefits other than basic salary as long as the impact of the change does not increase the cost to the CCSC.

Benefits made available to Fritz by the Board for purchase from his Basic Salary paid pursuant to this Section of this Agreement will be the same as those benefit plans offered to other CCSC administrators. If Fritz elects to take health insurance through the CCSC, the Board will contribute an amount to an HSA which is equal to the amount paid to non-certificated employees and administrative employees of the Board. In addition, if Fritz elects to take health insurance through the CCSC, then to reflect the Superintendent's increased contributions to medical insurance, his annual base salary as approved by the Board, will be increased by 90% of the full annual premium of a family plan on an annualized basis.

If Fritz elects to participate in the administrator's retirement annuity, the corporation will provide a match up to 2% of the Superintendent's base salary.

Upon Fritz's retirement from the CCSC, if Fritz is eligible for unreduced retirement benefits from the Indiana State Teachers' Retirement Fund, the Board agrees that Fritz and his spouse may continue to participate in the group health insurance plan provided to current CCSC employees from the date of his retirement though the date on which he becomes eligible for Medicare coverage as prescribed by 42 U.S.C 1395 et. seq. Fritz shall be responsible for payment of the full premium for continued participation in the Board's group health insurance program following his retirement. If Fritz has a spouse on the date of his retirement from the CCSC and he elects to purchase and pay for coverage for his spouse by the group health insurance provided by the Board, coverage to Fritz's spouse shall continue until the earliest of the following:

- (a) The date Fritz's spouse becomes eligible for Medicare;
- (b) The date the Board terminates its health insurance program; or
- (c) The date Fritz's spouse remarries.

Payment of the premium due for post-retirement coverage of Fritz and his spouse, if he has a spouse at the time of his retirement and elects to pay for coverage of his spouse, shall be coordinated through the School Corporation's Administration Office.

As necessary, Fritz shall execute a written salary reduction agreement to implement any benefit to be paid for from his Basic Salary. Until & unless Fritz timely completes a salary reduction agreement directing the annual contribution to be made to a 403(b) tax-deferred annuity or a Section 125 Plan, such amount for which no salary reduction agreement has been provided shall be paid to Fritz in cash, less applicable withholding.

Fritz shall retain the retirement benefits set forth in the Handbook for Administrators of Clay Community Schools, revised and approved by the Board of Trustees on October 10, 2013 (the "Handbook"), in the sections titled Retirement Benefits (S.); Sick Leave Buyout; and Administrator's Terminal Leave Pay (T.). The parties agree that these provisions from the Handbook are incorporated into this Contract by reference.

The parties agree that any salary reduction contributions made to a 403(b) tax-deferred annuity are: (a) fully vested, when made, (b) includible in Fritz's basic salary determination for purposes of the Indiana State Teacher Retirement Fund ("ISTRF"), and (c) includible as Social Security and Medicare wages for employment tax withholding tax purposes.

Section 3.02. Increases in Basic Salary and Benefits. Commencing with the Employment Year beginning on July 1, 2016, Fritz shall be entitled to salary increases in accordance with the Central Office Administrator Compensation Model that is set forth in the Clay Community School Corporation's Administrator's Handbook.

Upon approval by the Board, any adjustment in Fritz's Basic Salary that occurs in accordance with the terms of this Agreement becomes part of this Agreement, but shall not be considered as a new agreement.

Section 3.03. Holidays, Vacation Leave, & Personal Leave Days. The Board & Fritz agree that the two hundred and sixty (260) working days in each Employment Year established in Section 2.01 of this Agreement shall include twenty-two (22) days of vacation leave, and five (5) days of personal leave, and any holidays when the Central Office of the CCSC is closed. The vacation leave and personal leave days

earned by Fritz while employed by the Board shall accrue without limit and shall be paid out at Fritz's per diem rate at the:

- (a.) Termination of this Agreement by mutual consent pursuant to Section 1.03(a),
- (b.) Termination of this Agreement upon Fritz's death or disability pursuant to Section 1.03(b)(iii), or
- (c.) Termination of this Agreement by Fritz in compliance with the notice requirement in Section 1.03(c) of this Agreement.
- (d.) During the last year of service, if Fritz notifies the Board by July 1st of his last year of service.

Accrued but unused leave days shall not be paid out upon termination of this Agreement for any reason other than those reasons listed above.

For purposes of this Section of this Agreement, Fritz's "per diem rate" shall be computed by dividing the Basic Salary paid pursuant to Section 3.01 of this Agreement and any subsequent salary adjustments made in accordance with this Agreement by two hundred & sixty (260).

Section 3.04. Other Salary, Wages, and Fringe Benefits. The Superintendent will receive the same salary increase and/or stipend each year at the same dollar amount as administrators receiving the highest salary increase and/or highest stipend that year. In addition, the Superintendent shall be entitled to all benefits included in the Clay County School Corporation's Administrator's Handbook except as modified by this addendum.

ARTICLE 4. BUSINESS EXPENSES.

Section 4.01. Business Expenses. It is understood that from time to time, Fritz may be expected to incur reasonable and necessary expenses on behalf of the CCSC, including but not limited to, meals, entertainment, travel, and similar expenses. The Board shall reimburse Fritz for these business expenses in accord with the Board's policies for reimbursement of these expenses, if documentation of these expenses are submitted to the Board in a form and manner specified in Board policy, provided further that reimbursement is not prohibited by law or regulation and is subject to the Board's budget and

appropriations for that purpose. The business expenses identified in this Section are independent of the expenses and payments identified in Section 2.02 of this Agreement.

Section 4.02. Technology Support. The Board shall provide Fritz with a laptop computer.

Section 4.03. Automobile Allowance. The Board shall reimburse Fritz for his use of his private automobile in traveling in the performance of his duties as Superintendent in accord with Board policies on the reimbursement of automobile expenses. This reimbursement shall be paid upon submission of a properly documented claim and shall be paid at the per mile amount authorized by the Internal Revenue Service at the time the miles are driven.

ARTICLE 5. STAFF AND WORKING FACILITIES.

The Board shall furnish Fritz with such facilities and services as are suitable for Fritz to perform his duties under this Agreement. Subject to budget limitations and Board approval which shall not be unreasonably withheld, Fritz may staff the CCSC Central Office as he determines to be necessary to meet his responsibilities under this Agreement.

ARTICLE 6. NOTICES.

Any notice given pursuant to any provision of this Agreement shall be in writing and placed in the United States firstclass mail, certified, return receipt requested, addressed to the appropriate party, at the following addresses:

Clay Community School Corporation:
c/o Board President
1013 S. Forest Ave.
Brazil, Indiana 47834

and

Jeffery D. Fritz
670 W. Co. Rd. 750 S.
Clay City, IN 47841

Either party may, by giving written notice to the other party, change the address to which notices provided for in this Agreement shall thereafter be sent.

**ARTICLE 7.
PROFESSIONAL LIABILITY.**

The Board shall defend, hold harmless and indemnify Fritz from any and all demands, claims, suits, actions and legal proceedings brought against him in his individual or official capacity as an agent or an employee of CCSC or the Board, in connection with any matter arising while he was acting within the scope of his employment as Superintendent, to the fullest extent permitted by Ind. Code 2026-5-4(17) and Ind. Code 34-13, or successor statutes.

**ARTICLE 8.
AMENDMENT OF THIS AGREEMENT.**

This Agreement and the Regular Teacher's Contract entered into between the Board and Fritz constitute the entire agreement between the parties on the subject of the employment of Fritz by the Board, and cannot be amended or modified in any respect, unless the amendment or modification is evidenced by a written instrument executed by the Board and Fritz making specific reference to this Agreement and the term or terms of this Agreement to be amended.

**ARTICLE 9.
REGULAR TEACHER CONTRACTS.**

In accordance with Indiana law, the Board and Fritz hereby agree that where the terms of this Agreement and the Regular Teacher Contract conflict, the terms of this Agreement shall take precedence.

**ARTICLE 10.
APPLICABLE LAW, VENUE FOR DISPUTES, &
IMPACT OF PARTIAL INVALIDITY.**

The terms of this Agreement shall be interpreted & applied according to the laws of the State of Indiana. Claims & disputes that cannot be settled through negotiation or mediation may be litigated in the courts in Clay County, Indiana.

In the event a court finds any paragraph, sentence, term, or provision of this Agreement to be invalid or unenforceable, the validity, enforceability, operation, or effect of the remaining paragraphs, sentences, terms, or provisions shall not be affected, and this Agreement shall be construed in all respects as if the invalid or unenforceable matter had been omitted.

**ARTICLE 11.
AGREEMENT AS A PUBLIC RECORD.**

The parties agree that this Agreement is a public record under the Indiana Access to Public Records Law, Ind. Code 5-14-3, pertaining to public records generally, and Ind. Code 20-28-6-2[d] pertaining to teacher contracts specifically.

IN WITNESS WHEREOF, the members of the Board of School Trustees of the Clay Community School Corporation and Fritz have executed this Agreement on the _____ day of _____, 2017, to be retroactively effective beginning July 1, 2016.

JEFFERY D. FRITZ

CLAY COMMUNITY SCHOOLS

Kevin Kumpf
President

Shane Wiram
Vice President

Tom Reberger
Secretary

Dr. Michael Shaw
Asst. Secretary

Amy Burke Adams
Member

Ron Scherb
Member

Andrea Baysinger
Member