

**FRANKLIN COMMUNITY SCHOOL CORPORATION  
SUPERINTENDENT'S CONTRACT**

**WHEREAS**, the Governing Body of the Franklin Community School Corporation (FCSC) desires to employ **David E. Clendening** (Superintendent) as Superintendent of the Franklin Community School Corporation for a period of thirty-six (36) months commencing on the 1<sup>st</sup> day of July, 2009; and,

**WHEREAS**, the Governing Body of FCSC and Superintendent wish to identify with specificity the terms and conditions of said employment.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, FCSC and Superintendent now do agree as follows:

1. Superintendent shall be employed by FCSC as Superintendent for a term of thirty-six (36) months commencing on July 1, 2009. Superintendent shall provide services hereunder on at least two hundred thirty-eight (238) days per twelve (12) month period commencing July 1, 2009. Vacation days have been taken into account in arriving at the 238 days figure, however, Superintendent would be entitled to take additional sick leave days and personal business days as set forth in the Fringe Benefit Outline attached as Exhibit "A" to this agreement. Superintendent's duties shall be to act as Superintendent of FCSC during the term of this agreement and to provide services

as required by law, and as may be reasonably required of him by the governing body of FCSC. Superintendent agrees that at all times while he is employed pursuant to this agreement, he will fully meet all qualifications for the position of Superintendent, including, but not limited to, maintaining a license from the State of Indiana for the position of Superintendent.

2. Superintendent's salary for the term of this agreement shall be One Hundred Twenty-Five Thousand Dollars (\$125,000.00) per year. Further, Superintendent shall receive an additional Eight Thousand Dollars (\$8,000.00) payable upon submission of a claim within twelve (12) months of this agreement. Said sum is provided to assist Superintendent to offset the additional costs incurred by Superintendent in transitioning from his present employment as Executive Director of Elementary Education and Public Relations for the Goshen Community Schools, Goshen, Indiana, to his employment as Superintendent of the Franklin Community School Corporation.

Nothing herein contained shall prohibit FCSC and Superintendent from agreeing to a greater amount of compensation for years subsequent to the first year of this agreement. In the event FCSC and Superintendent fail to reach an agreement as to additional compensation for the second or subsequent year, the

salary for said second or subsequent year shall be equal to the salary for the prior year, excluding the transition allowance.

3. Superintendent shall, in addition to the compensation provided for herein, be eligible to receive all fringe benefits as set forth on the Fringe Benefit Outline attached to this agreement as Exhibit "A" and specifically incorporated herein by reference. Notwithstanding anything to the contrary contained herein, or in Exhibit "A" or in any document referenced in Exhibit "A", or in any oral representation made to Superintendent, Superintendent shall be credited with ninety (90) sick days earned through his previous employment. Further, FCSC will purchase fifty-two (52) sick days from Superintendent at the rate of Sixty Dollars (\$60.00) per day. Compensation for all sick days purchased shall be deposited into Superintendent's VEBA account.

4. Superintendent shall be evaluated by the Governing Body of FCSC based upon developed goals and achievement of those developed goals, for the first two (2) years of this agreement, semiannually, on or before May 1<sup>st</sup> and December 1<sup>st</sup>. For the third (3<sup>rd</sup>) and any subsequent years, evaluation shall occur annually on or before May 1<sup>st</sup>.

5. Superintendent will be provided a laptop computer free of charge. Superintendent will receive Eighty Dollars (\$80.00) per month cell phone stipend and be responsible for acquiring

and paying for a cell phone. Said stipend is taxable income. Superintendent shall be reimbursed travel expenses and mileage, if approved by the Governing Body, at the IRS approved rate per mile.

6. If allowed by the State Board of Accounts and the policies of FCSC, and if approved by the Governing Body, expenses incurred by Superintendent in attending necessary educational and professional conferences, meetings, appearances, and trips outside the School Corporation, will be reimbursed upon submission of an itemized statement setting forth an itemized account of the expenses incurred. Dues for memberships in professional organizations and the cost of subscriptions to professional publications such as, but not limited to, IPASS, AASA and Education Week, shall either be paid by FCSC or reimbursed by FCSC if approved in advance by the Governing Body and permitted by State Board of Accounts guidelines.

Further, in the event a claim is made or suit is brought against Superintendent based upon things done or losses occurring during the course of and within the scope of Superintendent's employment as Superintendent for FCSC by a party other than FCSC, then FCSC will defend said claim and hold Superintendent harmless on any judgment entered thereon.

7. Superintendent and FCSC further agree that Superintendent will be available from the date of this agreement

to and including the 30<sup>th</sup> day of June, 2009, to provide consulting services to FCSC. Superintendent will make himself available at reasonable times to consult via email, telephone, or other means of electronic communication. If requested by FCSC, Superintendent will provide consulting services in person at FCSC for no more than fifteen (15) days. Superintendent shall be compensated for onsite consulting services in the amount of Five Hundred Four Dollars and 20/100 (\$504.20) per day plus mileage and per diem. (FCSC per diem is currently \$40.00 per day). The mileage allowed for consulting services shall include, but not be limited to, the miles actually driven by Superintendent for commuting to Franklin, Indiana, from his residence. In the event that FCSC and Superintendent agree that it is necessary for Superintendent to remain in the Franklin area overnight in order to provide consulting services, FCSC will provide lodging for Superintendent at no cost to Superintendent.

8. Superintendent and FCSC agree that during the term of this agreement and any extensions or renewals thereof, Superintendent shall not be assigned to any position within FCSC other than that of Superintendent. Further, FCSC agrees that Superintendent will not be assigned any duties except those duties customarily assigned to public school superintendents within the State of Indiana.

**IN WITNESS WHEREOF**, the parties have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

GOVERNING BODY OF THE  
FRANKLIN COMMUNITY SCHOOL  
CORPORATION

\_\_\_\_\_  
William A. Maschmeyer, President

ATTEST:

\_\_\_\_\_  
Alan Sundheimer, Secretary

\_\_\_\_\_  
David E. Clendening

**FRINGE BENEFIT OUTLINE**  
**BETWEEN**  
**BOARD OF SCHOOL TRUSTEES AND ADMINISTRATORS**

**Effective February 9, 2009**

- I. SALARY:** Salaries are administered per the Administrative Salary Plan and are increased at the discretion of the Superintendent of Schools and the Board of School Trustees.
- II. MEDICAL INSURANCE:** The Corporation will pay all but \$4.00 on the family plan and all but \$1.00 on the single plan. (Subject to change at Board's discretion.)

Administrators retiring from Franklin Community School Corporation and their spouses may elect to maintain coverage with the group medical, dental and life insurance program until the person reaches the age eligible for full Social Security benefits by paying the amount scheduled per the Master Agreement. In the event the spouse is not eligible for full Social Security benefits, he/she may remain on same insurance program until eligible by paying the full monthly single premium. Administrators on unpaid leave for a period not to exceed one (1) year may maintain the group hospitalization and medical insurance program by paying the full monthly premium. All monthly premium payments are due in the business office by the 18th of each month. Failure to make said payments shall result in cancellation of coverage. The above options are subject to approval by the insurance carrier.

- III. VEBA**
  - A.** FCSC shall set up a VEBA (voluntary employees beneficiary association) account for each contracted administrator as of July 1, 2006. At the end of each completed school year, 1/2 of one percent of the base administrator contract amount shall be contributed into each administrator's individual VEBA account. An administrator's VEBA account shall be vested upon completion of 5 years experience with FCSC or fulfillment of the requirements for normal (unreduced) retirement under Indiana State Teacher's Retirement Fund ("TRF") (age 65 with at least 10 years of TRF service; age 60 with at least 15 years of TRF service; or age 55 if age plus TRF service total at least 85). An administrator shall be 100% vested in his or her VEBA account upon his or her death.
  - B.** Each administrator shall carry no more than ninety (90) days sick leave in his/her personal leave accounts. For each year, starting with the 2005-2006 school year, accumulated sick leave days over 90 shall be bought out. This calculation shall be done at the end of each school year. These days shall be bought out at one-half (1/2) the overage of days times the current daily substitute teacher pay rate as of the end of each school year. That amount shall be deposited at the end of each school year into an administrator's VEBA account. An administrator's VEBA account shall be vested upon completion of 5 years experience with FCSC or fulfillment of requirements for normal (unreduced) retirement under TRF (age 65 with at least 10 years of TRF

service; age 60 with at least 15 years of TRF service; or age 55 if age plus TRF service total at least 85). An administrator shall be 100% vested in his or her VEBA account upon his or her death.

**IV. DENTAL INSURANCE:** The Corporation will pay all but \$1.00 of either the Single or Family plan.

**V. VISION INSURANCE:** The Corporation will pay all but \$1.00 of either the Single or Family plan.

**VI. LIFE INSURANCE:**

\$100,000 face value - Central Level Administrators

\$ 75,000 face value - Building Level Administrators

\$ 50,000 face value - Administrative Assistants

Employees may reduce insurance value to a lower amount.

**VII. INCOME PROTECTION PLAN:** The Corporation will pay all but \$1.00 for income protection and disability.

**VIII. SICK LEAVE AND PERSONAL BUSINESS:** One (1) sick day per month of contract per year and four (4) personal business days per year.

If sick days and/or personal business days are unused, they may accumulate to a total of ninety (90) days. Up to ninety days of cumulative sick leave may be transferred from the administrator's prior position immediately after being hired by the Board and after receiving sick leave information from the administrator's prior employer.

**IX. CONTRACT AND EVALUATION:** The Board of School Trustees may give multiple-year contracts to administrators. However, the Board of School Trustees reserves the right to give one-year contracts to the administrators as deemed necessary. Administrators shall receive a formal written evaluation annually.

**X. SUPPLEMENTAL RETIREMENT:** The Franklin Community School Corporation will contribute to a supplemental retirement plan qualified under Section 401(a) of the Internal Revenue Code for every administrator.

(a) 1% of the Administrator's base contract salary, plus

(b) an amount matching the amount the administrator contributes to a 403(b) annuity, but limited to .5% of the administrator's base contract salary.

All these contributions will be immediately vested.

**X. OTHER BENEFITS:** Fringe benefits approved in the current master contract shall be available to school administrators.