

SCHOOL CITY OF HAMMOND
BOARD OF SCHOOL TRUSTEES
41 Williams Street
Hammond, Indiana 46320

NOTICE OF PUBLIC MEETING

In accord with IC 5-3-1, the Board of School Trustees of the School City of Hammond shall hold a Public Meeting on Monday, November 9, 2020 at 5:30 p.m. at the Administration Center, 41 Williams Street, Hammond, Indiana on the proposed superintendent contract effective July 1, 2020.

SCHOOL CITY OF HAMMOND
Board of School Trustees

Dated this 22nd day of October 2020

REGULAR TEACHER CONTRACT

Prescribed pursuant to Ind. Code 20-28-6-3 as the regular and uniform contract for the employment of teachers pursuant to Ind. Code 20-28-6-4(b)

This regular teacher contract ("Contract") is by and between the governing body of the School City of Hammond ("Corporation") and Mr. Scott Miller ("Teacher"). Mr. Scott Miller is a teacher as defined in Ind. Code 20-18-2-22.

In exchange for the Teacher's services described below, the Corporation and the Teacher agree that:

1. The Teacher shall teach in the schools of the Corporation for the school term, beginning July 1, 2020, and ending on June 30, 2023. *Ind. Code 20-28-6-2(a)(3)(A)*
2. The school term described in paragraph 1 immediately above for services under this Contract consists of 230 days. *Ind. Code 20-28-6-2(a)(3)(B)*
3. Unless governed by an existing collective bargaining agreement, or as discussed pursuant to Ind. Code 20-29-6-7, the number of hours per day the Teacher is expected to work under this Contract is [8]. *Ind. Code 20-28-6-2(a)(3)(E)*
4. The Corporation shall pay the Teacher for services under this Contract the total salary of \$ 170,000.00 during the school year. *Ind. Code 20-28-6-2(a)(3)(C)*
5. The Corporation shall pay this amount in [26] installments on a [biweekly] basis. *Ind. Code 20-28-6-2(a)(3)(D) Ind. Code 20-28-6-5(1)*
6. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(e) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this _____ day of _____, 20__.

Teacher

Attested:

Superintendent

School Corporation by:

President

Secretary

The rest of this page is intentionally left blank.

Addendum to Regular Teacher's Contract for Superintendent

This Addendum made and entered into this ___th day of _____, 2020, by and between the School City of Hammond ("Corporation") and Mr. Scott Miller ("Superintendent") replaces any previous addendum and supersedes any Regular Teachers Contract language contrary to the provisions and language contained in this addendum.

The Corporation and the Superintendent hereby mutually agree to the following terms which shall supplement the terms set forth in the Regular Teacher's Contract executed on the ___ day of _____, 2020, by the Corporation and the Superintendent.

1. For the period July 1, 2020 through June 30, 2023, the Corporation shall pay Superintendent an annual contract salary of \$170,000.00. In addition to the annual salary the Corporation shall pay the Superintendent's contribution of three percent (3%) to the Indiana State Teachers Retirement Fund. In addition to the annual contract salary, the Superintendent shall receive \$3,000.00 for professional dues, memberships, civic participation, and other related expenses. In addition to the annual contract salary, the Corporation also agrees to provide the Superintendent with an annual annuity in the amount of \$14,500.00. For periods less than one (1) calendar year the amounts in section one (1) shall be prorated.

2. At the end of the 2020-2021 school year and subsequent school years the Superintendent shall be entitled to a bonus of \$5,000.00 per year. Eligibility to receive this bonus each year will be contingent upon increasing the School Corporation's IDOE accountability letter grade by at least one grade over the previous school year. Should the School Corporation obtain the highest ranking possible, then maintaining that ranking in a subsequent school year will also qualify the Superintendent for the bonus. In the event the School Corporation's IDOE accountability letter grade decreases the Superintendent will not eligible to receive the bonus the following school year.

3. In light of the unique nature of the professional duties of the Superintendent of Schools, the Corporation shall pay the Superintendent \$500.00 per month as compensation for his business use of an automobile. The compensation for his business use of an automobile shall be paid as a lump sum payment of \$6,000.00 annually on July 1, of each year of this contract. The automobile shall be owned, maintained and insured for business use by the Superintendent at his expense. For periods less than one (1) calendar year the amounts in section three (3) shall be prorated.

4. The Corporation shall pay the insurance premiums for Three Hundred Thousand Dollars (\$300,000.00) of term life insurance for the Superintendent.

5. The Superintendent shall receive ten (10) days paid vacation during his 230-day work year, unused days to be paid at separation at the superintendent's daily rate of pay.

6. The Superintendent shall be entitled to all of the fringe benefits contained in the School City of Hammond Administrative Handbook adopted by the Board of School Trustees and the same is incorporated into this contract addendum in its entirety by this reference.

7. 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 and will maintain a Superintendent license from the State of Indiana.

8. If the Superintendent enrolls in courses to earn an education specialist degree (Ed.S), or a doctorate degree in education and completes and passes the courses, then the Board will reimburse the Superintendent for the reasonable cost of the tuition upon the Superintendent's submission of appropriate documentation in a form and manner acceptable to the Board.

9. Corporation agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity or in his official capacity as agent and employee of the Corporation, provided the incident arose while Superintendent was acting within the scope of his employment except that, in no case, will individual Board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions and legal proceedings. The above indemnification shall not apply to any activity of the Superintendent that is found to be wanton and willful misconduct on the part of the Superintendent.

10. The Superintendent's employment contract may be terminated on the following dates and under the following conditions:

(1) On any date if the Board of School Trustees and the Superintendent mutually consent.

(2) Before the expiration date set forth in the contract, if the Board of School Trustees terminates the contract:

(A) for cause under a statute that sets forth causes for dismissal of teachers, if the Superintendent is licensed under IC 20-28-5; or

(B) for:

(i) immorality;

(ii) misconduct in office;

(iii) incompetency; or

(iv) willful neglect of duty; or

if the superintendent is not licensed under IC 20-28-5.

(3) On the expiration date set forth in the contract, if the Board not later than January 1 of the year in which the contract expires gives notice to the superintendent in writing, delivered in person or by registered mail.

(4) On the expiration date set forth in the contract, if the superintendent not later than January 1 of the year in which the contract expires gives proper notice in writing to the Board.

11. The parties also agree that the Board may, without cause, at its option, and by a minimum of ninety (90) days notice to Superintendent, unilaterally, or with the concurrence of the Superintendent, terminate this contract. In the event of such termination, the School Corporation shall pay to Superintendent, as severance pay, the sum of one year's salary. If, for any reason, the remaining term of the Superintendent's contract is less than one year, the Board shall pay as severance pay an amount equal to the balance of the salary owed under the remaining term of the contract.

12. If, during the term of this contract, it is determined by a court of law 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 Corporation has caused this Employment Contract Consisting of the Regular Teachers Contract of this Addendum to be approved on its behalf of a duly authorized officer, and the Superintendent has approved this Employment Contract effective on the day and year specified in Paragraph 1 above.

Date: _____, 2020

Anna Mamala, President
Board of School Trustees

Lisa Miller, Member
Board of School Trustees

Carlotta Blake - King, Vice President
Board of School Trustees

John Czulno, Member
Board of School Trustees

Manny Candelaria Jr., Secretary
Board of School Trustees

Mr. Scott Miller
Superintendent of Schools