

DEKALB COUNTY EASTERN COMMUNITY SCHOOL DISTRICT

Northeast Indiana Special Education Cooperative

Assistant Director Contract

THIS EMPLOYMENT CONTRACT made and entered into this 1st day of January, 2013, by and between DEKALB COUNTY EASTERN COMMUNITY SCHOOL DISTRICT, a School Corporation organized and existing under the provisions of Indiana Code 24-4, with its administrative offices at 300 East Washington Street, Butler, Indiana 46721 (hereinafter referred to as "**School Corporation**"), and **JEFFREY A. RADEL**, of 18814 Devall Road, Spencerville, IN 46788 (hereinafter referred to as "**JEFFREY A. RADEL**").

WHEREAS, **School Corporation and the Governing Body** desires to employ **JEFFREY A. RADEL** as Assistant Director for the Northeast Indiana Special Education Cooperative (NEISEC); and

WHEREAS, **JEFFREY A. RADEL** desires to be employed by **School Corporation and the Governing Body** as Assistant Director of the NEISEC; and

WHEREAS, **School Corporation and the Governing Body** and **JEFFREY A. RADEL** mutually desire to enter into a written employment contract in order to set forth the rights, duties, obligations and administrative functions to be performed by the respective parties.

NOW, THEREFORE, it is hereby agreed by and between the **School Corporation and the Governing Body** in accordance with the policies and provisions established by the Joint Services and Supply Fund Agreement and **JEFFREY A. RADEL** as follows:

1. **Term.** The **School Corporation** hereby employs **Mr. Radel** as Assistant Director for the Northeast Indiana Special Education Cooperative per the term established on his Regular Teacher's Contract.

2. **Professional Certification.** **JEFFREY A. RADEL** presently holds, or shall begin the process of securing and holding for the duration of his contract, including any subsequent extensions thereof, a valid Special Education Director's Certificate.

3. **Compensation.** **School Corporation** shall pay to **JEFFREY A. RADEL** an annual salary per his Regular Teacher's Contract, effective upon his employment. Said sum shall be paid to **JEFFREY A. RADEL** in equal installments in accordance with other twelve (12) month employees of the School District. **School Corporation** shall annually review the aforementioned salary and term of his employment contract with **JEFFREY A. RADEL** prior to the month of July of each year during the term of his contract, including any extension thereof.

4. **Duties of Assistant Director.** **JEFFREY A. RADEL** shall act as Assistant Director of the **Cooperative**. **JEFFREY A. RADEL** shall faithfully perform all duties imposed upon him which are applicable to DeKalb County Eastern Community School District by the laws of the United States of America, the State of Indiana, and the rules, regulations and directives periodically promulgated by any board or other agency of the aforementioned governmental units, together with all proper directives from the Governing Body for the NEISEC. **JEFFREY A. RADEL** shall assist in the supervision and administration of all cooperative programs within the NEISEC. In particularity, **JEFFREY A. RADEL** shall:

- (A) Assist in the direction and assign of teachers and other employees of the NEISEC; and
- (B) Assist in organizing and supervising the administration and supervisory staff of the NEISEC, including the instructional and business affairs of the NEISEC; by county as assigned and
- (C) Assisting in the selection of personnel as requested; and
- (D) Recommend to the Governing Body regulations, rules and procedures which are deemed necessary for the orderly administration of education within the NEISEC; and
- (E) Perform all general duties incident to the office of Assistant Director and such other duties as may be prescribed, from time to time, by the Director and/or Governing Body of the NEISEC.

5. **Assistant Director relationship with the Governing Body.** The Director shall refer his concerns, complaints and suggestions that are brought to his attention to **JEFFREY A. RADEL** for resolution, study or recommendation. **JEFFREY A. RADEL** shall have the right to attend all meetings of the Governing Body with the permission of the Director (with exception of executive sessions at which time the Assistant Director may be excused when issues are not directly related to his position or are of a confidential matter directly related to Governing Body's activities). Furthermore, **JEFFREY A. RADEL** shall have the right to attend all committee meetings dealing with his assigned area or subject matter.

6. **Assistant Director's Professional Responsibilities.** All duties assigned to **JEFFREY A. RADEL**, as Assistant Director, by the Governing Body of the

NEISEC, shall be appropriate and consistent with the professional role and responsibility of a special education Assistant Director or to the duties as assigned by the Governing Body.

7. **Collateral Activities.** **JEFFREY A. RADEL** shall devote his full-time attention and energy to the administration of education within the NEISEC. However, **JEFFREY A. RADEL** may serve as a consultant to other school districts and serve on boards, committees or engage in writing activities, speaking engagements and engage in other activities that are of a short duration, at the discretion of the Director. If the commitment to collateral activities shall exceed one (1) full work day, **JEFFREY A. RADEL** shall use flexible leave days to perform the collateral activity. **JEFFREY A. RADEL's** commitment to collateral activities shall not exceed two (2) days per month. Any honoraria paid to **JEFFREY A. RADEL** in connection with these collateral activities shall be earned income to him.

8. **Professional and Business Expenses.** The Governing Body encourages the continuing professional growth of its Assistant Director through participation in the following:

- (A) Operations, programs and other activities conducted or sponsored by local, state and national special educational school administration; and
- (B) Seminars and courses offered by public or private educational institutions; and
- (C) Informational meetings with other individuals whose particular skills or background would serve to improve the capacity of **JEFFREY A. RADEL** to perform his professional responsibilities for the NEISEC; and

(D) The visitation of other institutions and school corporations.

The **School Corporation** shall pay **JEFFREY A. RADEL'S** membership fees to the organizations which **JEFFREY A. RADEL** and the Director deems advisable in order to maintain his skills and in order to benefit the NEISEC.

JEFFREY A. RADEL shall be reimbursed for all business expenses in conducting the business of the NEISEC. Furthermore, **JEFFREY A. RADEL** shall be reimbursed for those professional growth activities that the Director deems appropriate in conducting his responsibilities as Assistant Director. All payments to **JEFFREY A. RADEL** for expenses shall be in compliance with the rules and regulations prescribed by the Board of Trustees and the State Board of Accounts.

9. **Communication Equipment.** Because of the unique nature of the professional duties of **JEFFREY A. RADEL** as Assistant Director of the NEISEC, the Governing Body shall provide **JEFFREY A. RADEL** with communication equipment that the Director deems necessary. Such equipment may include, but shall not be limited to, a cellular phone(s), pager, e-mail access, mobile two-way radio, computer equipment, etc.

10. **Transportation.** When available, a **School Corporation** vehicle shall be made available to **JEFFREY A. RADEL**. If an appropriate vehicle is not available, and **JEFFREY A. RADEL** is required to use his personal vehicle, he shall be reimbursed for all travel at the mileage rate then established by the Internal Revenue Service.

11. **Accumulated Sick Leave.** **JEFFREY A. RADEL** shall be entitled to carry forward or add to his existing accumulated sick leave balance not to exceed a maximum of thirty (30) days to assist in completing the wait period for his Long-Term Disability Insurance coverage.

12. **Flexible Leave.** **JEFFREY A. RADEL** shall be granted ten (10) days of unaccumulative flexible leave days each school year. These flexible leave days may be used for personal use, personal illness, family illness, or emergency. At the end of each school year, (1) unused flexible leave days shall be added to **JEFFREY A. RADEL's** accumulated sick leave in order to maintain the Long-Term Disability Insurance wait period; and (2) the remaining flexible leave days shall be paid to **JEFFREY A. RADEL'S** VALIC 401(a) account at the rate of .003 for the first six (6) days and at a rate of .006 for any days beyond six (6) of **JEFFREY A. RADEL'S** then annual salary.

13. **Bereavement Leave.** **JEFFREY A. RADEL** shall be entitled to bereavement leave, without loss of pay, as a result of a death in his immediate family. Bereavement leave shall be for a period of not more than five (5) consecutive school days from the date of death (regardless of the day of the date of death). The definition of "immediate family" shall include parents, step-parents, sister, brother, child, step-child and spouse. The definition of "immediate family" shall also include the family of **JEFFREY A. RADEL'S** marriage partner, to-wit, mother-in-law, father-in-law, etc. Two (2) days bereavement leave shall be allowed for the burial of a grandparent or grandchild, including the grandparent or grandchild of the marriage partner. One (1) day bereavement leave shall be allowed for anyone not included in the above list.

14. **Jury Duty Leave.** **JEFFREY A. RADEL** shall be granted jury duty leave, without loss of pay, if called upon to serve.

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

16. **Extended Flexible Leave.** If **JEFFREY A. RADEL** has exhausted his allotted ten (10) flexible leave days and all other applicable leaves, the Board of Trustees may grant a maximum of thirty (30) additional days of flexible leave in order to cover school days for which he is absent. A request for such additional flexible leave days must be made by **JEFFREY A. RADEL**, in writing, to the Board of Trustees.

17. **Other Leaves.** All other requests for leaves of absence not set forth herein, may be requested by **JEFFREY A. RADEL**, in writing, for consideration by the Board of Trustees.

18. **Indiana Teachers' Retirement Fund.** The **School Corporation** shall annually contribute and pay to the Indiana Teachers' Retirement Fund an amount equal to three percent (3%) of **JEFFREY A. RADEL'S** then annual wage.

19. **Health Insurance.** The **School Corporation** shall provide and pay for, except for the sum of \$1.00 which shall be paid by **JEFFREY A. RADEL**, a health insurance policy offered by the LEA and selected by **JEFFREY A. RADEL**.

20. **Life Insurance.** The **School Corporation** shall annually provide and pay for, except for the sum of \$1.00 which shall be paid by **JEFFREY A. RADEL**, a life insurance policy of insurance upon the life of **JEFFREY A. RADEL** in an amount of \$200,000.

21. **Long-Term Disability.** The **School Corporation** shall annually provide and pay for, except for the sum of \$1.00 which shall be paid by **JEFFREY A. RADEL**, a policy of long-term disability insurance upon **JEFFREY A. RADEL** in an amount equal to sixty-six and two-thirds percent (66 2/3%) of his then annual salary with a wait period of ninety (90) calendar days.

22. **Vision and Dental.** The School Corporation shall provide vision and dental insurance except for the sum of \$1.00 which shall be paid by **JEFFREY A. RADEL.**

23. **Tax-Deferred Annuity.** The School District hereby authorizes **JEFFREY A. RADEL** to establish a tax-deferred Annuity program, with voluntary contributions to be paid by **JEFFREY A. RADEL** to a deferred compensation 403(b) plan. The **School Corporation** shall contribute annually and pay to **JEFFREY A. RADEL'S** 403(b) deferred compensation plan in an amount equal to three percent (3%) of **JEFFREY A. RADEL'S** then annual salary. Contributions by the **School Corporation** shall not be deducted from **JEFFREY A. RADEL'S** base salary but shall be an additional compensation

24. **Professional Liability.** The **School Corporation** shall procure and pay for professional liability insurance which shall insure **JEFFREY A. RADEL.** The **School Corporation** shall defend, hold harmless and indemnify **JEFFREY A. RADEL** from any and all demands, claims, litigation, causes of action and legal proceedings brought against **JEFFREY A. RADEL** in his individual capacity or in his official capacity as an agent and an employee of the **School Corporation,** provided **JEFFREY A. RADEL** was acting within the scope of his employment. The term "within the scope of his employment" shall exclude any and all criminal litigation or criminal liability. In no case shall any individual member of the Board of Trustees or Governing Body be considered personally liable for indemnifying **JEFFREY A. RADEL** pursuant to this provision.

25. **Goals and Objectives.** Within ninety (90) days after execution of his Employment Contract, **JEFFREY A. RADEL** and the Director shall confer and establish goals and objectives for **JEFFREY A. RADEL** to achieve in the ensuing school year (2012-13). The aforementioned goals and objectives shall be reduced to writing and shall be a portion of the criteria by which **JEFFREY A. RADEL** shall

be annually evaluated, as hereafter provided. Thereafter, within ninety (90) days subsequent to the annual evaluation of **JEFFREY A. RADEL**, the parties hereto shall confer and establish new goals and objectives for **JEFFREY A. RADEL** to achieve in the next succeeding school year.

26. **Evaluation.** The Director shall evaluate and assess the performance of **JEFFREY A. RADEL** at least annually during the term of his contract. The evaluation and assessment shall be reasonably related to the position of Assistant Director of the NEISEC and shall take into account the goals and objectives previously established for the school year in question. The evaluation and assessment of the performance of **JEFFREY A. RADEL** shall be accomplished by the Director, prior to the June meeting of the Governing Body.

27. **Renewal of Employment Contract.** Provided the established goals and objectives have been accomplished by **JEFFREY A. RADEL** and provided the evaluation and assessment of the performance of **JEFFREY A. RADEL** and recommendation of the Governing Body is satisfactory, the Board of Trustees of the **School Corporation** shall extend **JEFFREY A. RADEL'S** employment contract a minimum of one (1) additional year, not later than the regular meeting of the Board of Trustees of the **School Corporation** in June of each year. If the Governing Body of the NEISEC does not desire to recommend extending the contract of **JEFFREY A. RADEL**, **JEFFREY A. RADEL** shall be notified, in writing, not later than June 30 of that year. The failure of the Governing Body to notify **JEFFREY A. RADEL**, in writing, shall be deemed to extend the employment contract for one (1) additional year. The School Corporation shall give **JEFFREY A. RADEL** written notice delivered in person or by certified mail on or before January 1 of the year that his contract shall terminate.

28. **Termination of Employment.** His Employment Contract may be terminated at any time in the following manner and for the following reasons:

- (A) By mutual agreement of the parties hereto; or
- (B) By voluntary retirement of **JEFFREY A. RADEL**; or
- (C) If **JEFFREY A. RADEL** fails to return within fourteen (14) calendar days after all leave provisions have been exhausted, the Board of Trustees may terminate his Employment Contract by written notice. All duties, obligations and rights pursuant to his Employment Contract shall terminate with the employment termination. On the other hand, if **JEFFREY A. RADEL** returns and undertakes full discharge of his duties as Assistant Director, all compensation shall be reinstated; or
- (D) The employment of **JEFFREY A. RADEL** may be terminated for "cause," subject to the provisions of Indiana Code 20-6.1-4-10; or
- (E) The **School Corporation** may, at its option and with a minimum of ninety (90) days notice to **JEFFREY A. RADEL**, propose to terminate the Employment Contract. If **JEFFREY A. RADEL** concurs, in writing, with the **School Corporation's** proposal, the **School Corporation** shall pay to **JEFFREY A. RADEL**, as severance pay, all salary, compensation and benefits that he would have received pursuant to his Employment Contract from the date of the mutually agreed termination to the termination date of his Employment Contract, including all extensions thereof. If **JEFFREY A. RADEL** accepts a settlement as set forth herein, the requirement for a hearing before the Board of Trustees in closed executive session shall be waived by **JEFFREY A. RADEL** and all contracts with the **School Corporation** shall be voluntarily terminated; or

(F) The death of **JEFFREY A. RADEL**.

29. **Severance.** **JEFFREY A. RADEL** shall be eligible for severance pay if he completes twenty (20) years experience as recognized by the Teachers' Retirement Fund of the State of Indiana at the time of his proposed retirement from the School District and has obtained tenure with the DeKalb County Eastern Community School District. Severance shall constitute \$40.00 for each unused sick day up to a maximum of \$1,200 (30 days) less the sum of the school corporation's contributions plus the accrued interest and dividends in **JEFFREY A. RADEL'S** 401(a) account.

30. **Regular Teacher's Contract.** His Employment Contract shall be in addition to any regular teacher's contract executed by and between the parties hereto as required by applicable law. All issues addressed in his Employment Contract shall supersede any terms and conditions that are set forth in a regular teacher's contract to the extent set forth herein.

31. **Seniority.** **JEFFREY A. RADEL** shall retain his position on the seniority list maintained by DeKalb County Eastern C.S.D.

31. **Applicable Law.** His Employment Contract and the enforcement thereof shall be governed by the laws of the State of Indiana.

32. **Severability.** If any provision of his Employment Contract, or the application thereof, will for any reason and to any extent be invalid or unenforceable, the remainder of his Employment Contract and the application of such provisions to other persons or circumstances will be interpreted so as to reasonably affect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provisions of his Employment Contract with a valid and enforceable provision that will achieve to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

33. **Entire Agreement.** His Employment Contract and the Teacher's Contract referred to in paragraph 31 hereof constitute and express the whole agreement and understanding of the parties hereto in reference to any employment of **JEFFREY A. RADEL** by the **School Corporation**, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such employment, there being no oral or other agreements or understandings between them.

34. **Assignment.** His Employment Contract is personal to **JEFFREY A. RADEL** and the **School Corporation** and shall not be assigned to any other person or school district without the prior written consent from both the **School Corporation** and **JEFFREY A. RADEL**.

IN WITNESS WHEREOF, The parties hereto have caused his Employment Contract to be executed on the date first above written.

DEKALB COUNTY EASTERN
COMMUNITY SCHOOL DISTRICT

By Leon Steury
Leon Steury, Board President
School Corporation

Attested:

By Jeffrey F. Stephens
Dr. Jeffrey F. Stephens
LEA Superintendent
"Governing Body"

By Jeffrey A. Radel
"JEFFREY A. RADEL"