

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 **Hamilton Heights School Corp.** ("Corporation") and **DEREK J ARROWOOD** ("Teacher"). **DEREK J ARROWOOD** 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 **07/01/2019**, and ending on **260 days**.
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 **260.00** days. Ind. Code 20-28-6-2(a)(3)(B)
3. The number of hours per day the Teacher is expected to work under this Contract is **7.50**. 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 **\$149,661.39** 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 **Bi-weekly** 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(b) 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 public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this 20th day of November 2019.

Teacher

School Corporation by:



President

Attested:



Superintendent



Secretary

ADDITIONAL TERMS OF CONTRACT WITH DEREK ARROWOOD

These additional terms of contract are an addendum to, and are incorporated in, the Regular Teacher's Contract between the Board of Trustees ("Board") of the Hamilton Height School Corporation ("HHSC") and Derek Arrowood ("Superintendent"). These terms, together with the Regular Teacher's Contract, are herein referred to as "the Contract".

Whereas, HHSC desires to employ qualified and capable administrators; and

Whereas, HHSC has determined that Superintendent is a qualified and capable administrator who will be a suitable superintendent of schools.

Now, therefore, in consideration of the mutual covenants contained herein, HHSC and Superintendent agree as follows:

1. **Employment.** HHSC employs Superintendent, and Superintendent agrees to serve HHSC, as superintendent of HHSC.
2. **Contract Term.** The Contract shall continue through June 30, 2021. Beginning May 31, 2019, his Contract shall be automatically extended an additional year unless the Superintendent is notified to the contrary by May 31 of each calendar year. Superintendent is obligated to advise the HHSC School Board ("Board") of this automatic extension provision by May 1 of each calendar year starting May 1, 2019.
3. **License.** Superintendent represents and warrants that he holds a valid Indiana superintendent's license. Superintendent shall maintain said license in good standing throughout the term of this Contract. Should said license be revoked or become invalid, this Contract shall automatically be terminated without further notice or hearing.

4. **Role.** Superintendent shall serve as the chief administrator of HHSC. Superintendent shall operate and manage HHSC in accordance with the policies of the Board and all applicable federal, state and local laws and ordinances. Superintendent shall perform his duties in a competent and professional manner. Superintendent or his designee, acceptable to the Board, shall attend all meetings of the Board.

5. **Duties.** The duties of the Superintendent shall include, but not be limited to, (A) supervising all employees of HHSC; (B) making recommendations to the Board as to the selection, assignment, transfer, promotion, discipline, retention, reduction in force, non-renewal, or termination of all personnel of HHSC, subject to final approval of the Board; (C) insuring his compliance with all federal and state laws and regulations concerning education and Board policy, including any legal duties with regard to actions necessary to correct or remedy violations by HHSC or staff, of which he is made aware in a timely manner; (D) performing all duties normally assigned to the superintendent of a public school system as stated in HHSC Board Policy; and (E) performing all other duties reasonably, properly and lawfully assigned to Superintendent by the Board.

6. **Salary.** HHSC shall pay to Superintendent an annual salary of One Hundred Forty-five Thousand Four Hundred Seventy-five Dollars and Thirty-Nine Cents (\$145,475.39). HHSC shall consider an increase in salary on an annual basis equal to the percentage increase generally given to most of the other administrators if his evaluation is highly effective or effective. The salary shall be payable in the same manner as salary is paid to other HHSC administrators. HHSC shall consider an increase in salary on an annual basis, and Superintendent's annual salary may be adjusted as of July 1 for each

year of employment by mutual written consent of the parties. Absent such mutual consent, the salary shall remain as set forth above.

7. **TRF Contribution.** Superintendent shall participate in the Indiana State Teachers Retirement Fund, and HHSC shall make all contributions thereto, on behalf of Superintendent

8. **Benefits.** Superintendent shall have the right to elect life insurance (in the amount of 50,000), long-term disability insurance, health, vision and dental insurance, but subject to payment by Superintendent for such items as other HHSC administrators pay for such items. The Superintendent shall receive all Leaves, Retirement and Insurance benefits identified in the Master Agreement and Benefits Addendum (Exhibit A). The pertinent articles of the Master Agreement are incorporated into this Contract as material term.

Superintendent shall be entitled to all other fringe benefits provided to a teacher either in the collective bargaining agreement or by Board policy. At the time of employment, Superintendent shall be allowed to transfer accumulated personal illness days (approximately 100 days) but these transferred days may only be used for personal illness and will have no value at the time Superintendent leaves

employment with HHSC. No reduction in benefits shall occur before June 30, 2016, except by mutual written consent, although HHSC may unilaterally increase the benefits; provided, however, that benefits can be reduced if benefits provided to all other administrators are reduced.

9. **Vacation.** HHSC grants Superintendent 20 paid vacation days each year but these days shall not accumulate or carry over after the end of the fiscal year (June 30). In addition, Superintendent will receive the 9 paid holidays observed by HHSC.

10. **Deferred Compensation.** Superintendent will receive an additional amount equal to 5% of his base salary in a 401 (a) plan or such other deferred compensation program as the parties may agree.

11. **Vehicle.** HHSC shall provide an automobile allowance of a half percent of base salary per month towards the cost, maintenance and operation of Superintendent's vehicle, regardless of actual vehicle expenses incurred.

12. **Taxes.** Superintendent shall be solely responsible for the payment of his own federal, state and local taxes on Superintendent's income and on any taxable portion of any employment benefits.

13. **Travel and Conference Expenses.** HHSC shall, at its option, either establish an annual budget for Superintendent's use in traveling to and attending professional conferences, conventions, and seminars or, upon advance mutual agreement, pay Superintendent's reasonable expenses in registration, lodging, meals, and transportation for such events. HHSC will pay dues for Superintendent's membership in up to four professional associations, such as IAPSS, IASBO, AASA

and ASCD.

14. **Consulting.** During absences for vacation or personal business, the Superintendent may undertake consulting work, speaking engagements, writing, lecturing or other professional duties and obligations provided that such activities do not conflict with his responsibilities as Superintendent. The Superintendent shall provide notice to the Board of all such activities. Because Superintendent is performing such activities while using vacation or personal business leave, he may keep any compensation received for such activities.

15. **Evaluation.** The Board shall conduct an annual evaluation of Superintendent, not later than May 31 of each year, starting in 2015. The Board may, but is not required to, conduct an evaluation of Superintendent at an earlier time. Not later than January 31 of each year, the Board and Superintendent shall agree as to the written evaluation instrument and the procedures to be used to evaluate Superintendent.

16. **Termination.** HHSC may terminate this Contract at any time, for good cause, as set forth in Indiana Code ("I.C.") 20-28-8-7 concerning termination of superintendent's contract, in accordance with the procedures and timelines set forth therein; and as set forth in I.C. 20-28-7.5-1(e)(1)-(2), (4)-(7) concerning grounds for termination of an established teacher's contract, and in accordance with the procedures and timelines set forth in I.C. 20-28-7.5-2.

Notwithstanding any other provision, HHSC shall have the right to discontinue the services of the Superintendent on the following terms and conditions:

- a. Provide 60-days prior written notice to the Superintendent of

HHSC's election to discontinue his contract.

- b. Upon receiving notice from HHSC, the Superintendent shall submit his resignation as Superintendent effective on the date of the next regularly scheduled Board meeting.
- c. The Board and Superintendent will refer to the reason for such a resignation as "philosophical differences" or such other description as mutually agreed upon.
- d. In exchange for the resignation mentioned above, HHSC will pay the Superintendent two (2) years salary plus the value of any unused vacation days and the annual value of other benefits owed to the Superintendent. In addition, the Board will make available the health, dental and vision insurance benefits provided to other administrators for the Superintendent through one year following the request for his resignation mentioned above.

17. **Indemnification and Liability Insurance.** HHSC shall indemnify and hold Superintendent harmless from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his/his individual or official capacity as an agent of HHSC. Superintendent shall, however, have no right to reimbursement in relation to matters outside the scope of Superintendent's

employment or as to which Superintendent has been adjudged liable to HHSC for negligence or misconduct in the performance of his/his duties. HHSC shall maintain in effect professional liability insurance that shall provide coverage for Superintendent, including costs of defense, for any legal actions maintained against Superintendent for conduct within the performance of Superintendent's duties.

18. **Miscellaneous Provisions.** Invalidity of any portion of this Contract under the laws of the State of Indiana or of the United States of America shall not affect the validity of the remainder of this Contract. This Contract may be amended by mutual agreement of the parties, in writing and executed with the same formality as the execution of this Contract. This Contract, together with the regular teacher's contract, constitutes the entire contract between the parties and supersedes all prior agreements. The laws of the State of Indiana shall govern this Contract.

In witness whereof, the parties have executed this contract effective July 1, 2019.

HAMILTON HEIGHTS
SCHOOL CORPORATION

By: _____
President, Board of School Trustees

Superintendent

Derek Arrowood, Ph. D.

By: _____
Secretary, Board of School Trustees

BENEFITS ADDENDUM
EXHIBIT "A"

Additional provisions of the contract for Superintendent between Hamilton Heights School Corporation and Derek Arrowood dated this 1st day of July, 2019 are as follows:

1. The Superintendent shall be entitled to all of the fringe benefits to which a schoolteacher is entitled under the Master Contract negotiated between the Hamilton Heights School Corporation and the Classroom Teachers Association (Master Contract), with exceptions as detailed below. Where there is conflict between the Master Contract and this Addendum, the provisions of this Addendum shall govern.
2. In addition to the other retirement benefits granted by Article 5 of the Master Contract, Administrators shall have \$3,000 deposited into a 457(b) account with the Corporation vendor at the conclusion of each of their first five contract years as an administrator with the School Corporation, for a total of \$15,000 after 5 years. Should an administrator leave Heights before retirement, the deposited money shall be vested with the following schedule:

Year	1	2	3	4	5	6
Percentage	0	20	40	60	80	100

3. The Superintendent may opt out of the health insurance option and will be entitled to a payroll stipend equal to the annual premium amount for a single High Deductible Health Plan 6 (as established in the Master Contract); *or* the Superintendent may elect the health insurance option and will be entitled to the employee contribution amount for the High Deductible Health Plan 6 (as established in the Master Contract) at the coverage level (single or family) elected by the Superintendent. The stipend will be subject to Teacher Retirement Fund Contribution. The Superintendent may then direct this amount into the Superintendent's Section 125 plan as provided by the School's Section 125 agreement.
4. The Superintendent may elect to receive a stipend of \$23/month for utilizing their personal voice/data plan and equipment.
5. The Superintendent shall be entitled to sick leave as follows:
 - a. 1/3 of the sick days from a previous employer shall be credited each of the first three years of employment with Hamilton Heights School Corporation.
 - b. Two (2) additional sick leave days per year over the allotment given to teachers in the Master Contract.
 - c. Accumulation cap of ten (10) additional days of sick leave more than the total accumulation allowed for the teachers under the Master Contract.

Derek Arrowood

President, Board of School Trustees

Date

Date

This addendum is executed in duplicate this 1st day of July, 2019 and each party has a copy thereof.

