

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
YORKTOWN COMMUNITY SCHOOLS ("Corporation") and **GREGORY HINSHAW**
("Teacher"). **GREGORY HINSHAW** 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, 2018**
and ending on **JUNE 30, 2019**. 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 **\$130,925.00**
during the school year. Ind. Code 20-28-6-2(a)(3)(C)
5. The Corporation shall pay this amount in **26.0** 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(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 a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this 27TH day of NOVEMBER, 2018.

Teacher

Gregory P. Hinshaw, Ed. D.

Attested:

Gregory P. Hinshaw, Ed. D.
Superintendent

School Corporation by:

Patrick K. LaVelle
President

Ted Johnson
Secretary

YORKTOWN COMMUNITY SCHOOLS
SCHOOL CORPORATION ADDENDUM FOR THE
SUPERINTENDENT OF SCHOOLS BASIC CONTRACT

The Board of School Trustees of the Yorktown Community Schools (the "Board") and Gregory P. Hinshaw, Superintendent of Schools (the "Superintendent"), based on the mutual interest of the Yorktown Community Schools (the "School Corporation") and of the Superintendent, to more completely and precisely define the employment relationship of the Superintendent with the School Corporation and the Board, agree to this Superintendent of Schools Basic Contract Addendum (the "Addendum") as follow:

1. Salary and Benefits.

A. The School Corporation agrees to employ Gregory P. Hinshaw as the Superintendent of Schools for the term of this Addendum. The four (4) year continuous contract is from July 1, 2017 through June 30, 2021. The length of the contract will be extended by one (1) year each July 1, unless the Board votes not to allow for the 1 year extension. However, the Agreement can be canceled by the Board in accordance with Indiana law. The Superintendent can cancel the agreement by giving written notice of resignation/retirement.

B. The School Corporation agrees to pay the Superintendent an annual compensation of One Hundred Twenty-Five Thousand Dollars (\$125,000.00), effective July 1, 2017, which is subject to increase provided such increase is in accordance with paragraphs 1(C) and 1(D) of this Addendum. The Board agrees to review the Superintendent's performance, salary and wage-related benefits no less than annually.

C. The Superintendent will be evaluated annually by the Board and rated using the same categories applied to teachers and other administrators: "Highly Effective," "Effective," "Improvement Necessary," or "Ineffective." Like any certificated employee, any salary changes will be based upon performance. No increase will be awarded for a rating of "Improvement Necessary" or "Ineffective."

D. The Superintendent will be eligible for a performance pay stipend that is three (3) times the amount received by the highest compensated teacher with the same "Highly Effective" or "Effective" rating each school year starting with the 2017-18 SY evaluation. In addition, starting with the 2018-2019 school year, the Superintendent will earn a base pay increase each school year in an amount that is three (3) times the amount bargained for an "Effective" or "Highly Effective" teacher, whichever is applicable based upon the Superintendent's prior year's evaluation rating. The

Superintendent shall be eligible for any fringe benefit paid to other certified staff or administrative staff.

E. The Board will pay to the Superintendent a minimum annual retention stipend in the sum of six thousand dollars (\$6,000.00), which amount may be increased in future contract years in the sole discretion of the Board. In the event the Board would begin making contributions to the health savings accounts of other full time employees of the School Corporation, then such retention stipend will cease to be paid to the Superintendent and will be replaced with a minimum annual contribution into the Superintendent's health savings account in the amount of six thousand dollars (\$6,000.00), which amount may be increased in the sole discretion of the Board provided such amount does not exceed the maximum contribution limit permitted by law.

F. The Board will annually contribute to the Superintendent's VEBA an amount that is at least 1 ½% of his base salary, which contribution amount may be increased in future contract years in the Board's sole discretion provided the total annual contribution in any contract year does not exceed the maximum contribution limits permitted by law. The Board will annually contribute to the Superintendent's Internal Revenue Code 401(a) plan an amount that is at least 1 ½% of his base salary, which contribution amount may be increased in future contract years in the Board's sole discretion provided the total annual contribution in any contract year does not exceed the maximum contribution limits permitted by law. The Board will contribute a minimum of \$12,000.00 annually to the Superintendent's Internal Revenue Code 403(b) plan, which contribution amount may be increased in the Board's sole discretion in future contract years provided the total annual contribution does not exceed the maximum contribution limits permitted by law. Nothing in this contract shall require the Board in any contract year to increase the Board's contribution to the Superintendent's VEBA, 401(a) and/or 403(b) plans. The same vesting requirements for the VEBA, 401(a) plan and 403(b) plan that apply to other administrators of the School Corporation shall also apply to the Superintendent.

G. To the extent permitted by law, the total of the foregoing amounts, except contributions to VEBA and 401(a), represents the Superintendent's total salary as defined by IC 5-10.2-4-3, and such amounts shall be used to determine the average annual compensation defined in IC 5-10.2-4-3 and reported to the Indiana State Teacher Retirement Fund for the Superintendent.

2. The Superintendent, as well as the Superintendent's family, may participate in the School Corporation's group medical, dental insurance, and long-term disability insurance plan(s) subject to the eligibility requirements of such plans for an annual contribution of One Dollar (\$1). The Superintendent shall be responsible for the entire cost of any deductibles or co-pays as outlined in such group medical and dental plans(s).
3. The School Corporation will pay the Superintendent's employee's share of retirement to the Indiana State Teachers' Retirement fund for the period of time covered by this Addendum.
4. The School Corporation agrees to provide a cellular telephone with data capability to the Superintendent for business and incidental personal use or to pay the Superintendent an annual stipend to cover the cost of such a cellular telephone. If the Board would opt to pay the Superintendent an annual stipend to cover the cost of a cellular telephone, then such annual stipend will be a minimum of \$1,300.00, but may be greater than \$1,300.00 in the sole discretion of the Board.
5. The Superintendent agrees to a 260-day contract work year during the term of this Addendum.
6. In each school year, the Superintendent shall be granted paid vacation days in accordance with the School Corporation's Administrator Handbook. The number of paid vacation days granted to the Superintendent via the Administrator Handbook shall never be lower than 20 days per contract year, but may be greater than 20 days per contract year in the sole discretion of the Board. If all vacation days are not utilized in the year they are received, then the Superintendent may carry over and accumulate a maximum of ten (10) unused vacation days to the following contract year, which shall be considered the Superintendent's vacation day bank. The Superintendent's bank of accumulated and unused vacation days shall never exceed ten (10) days. All unused vacation days in excess of the ten (10) day bank cap shall be lost.
7. In each school year, the Superintendent shall be granted paid leave days in accordance with the School Corporation's Administrator Handbook. The number of paid leave days granted to the Superintendent via the Administrator Handbook shall never be lower than 13 days per contract year, but may be greater than 13 days per contract year in the sole discretion of the Board. If all paid leave days are not utilized in the year they are received, then the Superintendent may carry over and accumulate a maximum of thirteen (13) unused paid leave days to the following contract year, which shall be considered the Superintendent's paid leave day bank. The Superintendent's bank of

accumulated and paid leave days shall never exceed ninety (90) days. Upon the Superintendent's termination of employment with the School Corporation (whether for retirement or any other reason), the Superintendent shall receive \$40 per day for each unused and accumulated paid leave day.

8. Upon employment, the School Corporation shall accept the transfer of all accumulated sick days (which is 141 days) from the Superintendent's previous employer. These accumulated and unused sick leave days shall be considered the Superintendent's sick leave bank. The Superintendent shall only be permitted to use days in his sick leave bank if he or a member of his immediate family (spouse/children) is sick unless the Board approves that the Superintendent may use his sick leave days for any other reason. The Board reserves the right to request that the Superintendent provide medical certification to substantiate the Superintendent's need to be absent from work due to illness. In addition, if the Superintendent has a need to use more than 10 consecutive days from his sick leave bank during a single contract year, then he must first obtain prior Board approval. Upon the Superintendent's termination of employment with the School Corporation (whether for retirement or any other reason), the Superintendent shall not receive compensation for any unused and accumulated sick leave days remaining in his sick leave bank.

9. The Superintendent shall be granted the following paid holidays: (1) New Year's Day. If January 1 falls on a weekend, the Superintendent shall determine the day off. (2) Martin Luther King Day (3) Presidents' Day (4) Good Friday (if school is not in session). If school is in session on any of these days, the Superintendent will receive a day's holiday pay in addition to the hours worked for the day. (5) Independence Day. If July 4 falls on a Saturday, the preceding Friday shall be granted off with pay. If it falls on a Sunday, the following Monday shall be granted off with pay. (6) Memorial Day. (7) Labor Day. (8) Veterans Day (if school is not in session). If school is in session, the designated holiday will be the Friday after Thanksgiving. (9) Thanksgiving Day. (10) Christmas Day. If December 25th falls on a weekend, the Superintendent shall determine the day off.

9. The School Corporation agrees to provide the Superintendent a term life insurance policy with a minimum face value equal to \$300,000, but which face value may be greater than \$300,000 in the sole discretion of the Board.

10. The Board agrees to pay for professional dues for the following organizations: Indiana Association of Public School Superintendents, Indiana Association of School Business Officials, and any other organization that has been approved by the Board.

11. The Board agrees to pay all reasonable expenses for the Superintendent to attend state and national conferences to enhance his professional skills and knowledge, provided the Superintendent received advance approval from the Board to attend such conference(s). Attendance at regular meetings of the Indiana Association of Public School Superintendents, the Indiana Association of School Business Officials, the Indiana School Boards Association, or other professional boards, committees, study councils, or similar organizations does not require the permission of the Board.

12. Mileage and expenses shall be reimbursed as approved by the School Corporation.

13. The Board recognizes the Superintendent's long-standing residence in Randolph County, Indiana, and affirms the Superintendent's right under this contract and Indiana law to continue to live in his residence there.

14. The Board grants the Superintendent the right to use corporation printers and copiers for incidental personal printing and copying.

15. If salary increases and/or additional fringe benefits are provided to other certificated employees of the School Corporation, then the Board may provide the same salary increases and/or additional fringe benefits to the Superintendent so long as such salary increases and/or fringe benefits are consistent with the terms of this Addendum.

16. The Superintendent is responsible for and shall perform those duties as specified in the job description for the position for which the Superintendent is hereby employed, as such may be amended from time to time by the Board. The Superintendent shall be responsible to, and shall be subject to, the direct supervision and evaluation of the Board. The Superintendent is also responsible for complying with all directives of the Board which are authorized by official Board action. In addition, the Superintendent shall, during the term of this contract, hold and maintain such licenses and certifications as may be applicable or required, and shall devote his full working time to the performance of his duties as Superintendent.

17. The Superintendent and Board stipulate and agree that all clauses and provisions of this contract are distinct and severable, and the Superintendent and Board understand, and it is their intent, that in the event this contract is ever held to be invalid or unenforceable (in whole or in part) as to any particular provision herein, all other provisions remain fully valid and enforceable.

18. The Board shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, or legal proceedings brought against him, either in his official capacity as agent or employee of the Board or in his individual capacity, provided the incident arose while he was acting within the scope of his employment with the Board. All actions, choices, and decisions made, which are customarily and usually considered within the authority and responsibility of an Indiana public school superintendent, or which were made under apparent authority of statute or applicable common law or were specifically or impliedly authorized by the Board, shall be considered within the scope of employment for purposes of this provision. The indemnification shall require the Board to pay or to reimburse the Superintendent's legal fees, court costs, or expenses necessary to defend the Superintendent from any and all such demands, claims, suits, actions, or legal proceedings and the Board to pay, or to reimburse the Superintendent for, any and all liability, loss, or damage as a result of such demands, claims, suits, actions, or legal proceedings. This paragraph shall be in effect after the severance or termination or the employment relationship between the Board and the Superintendent provided the incident occurred during the employment relationship between the Superintendent and the Board.

This Superintendent of Schools Basic Contract Addendum is agreed upon and entered into this 20th day of June 2017.

GREGORY HINSHAW

Gregory P. Hinshaw

BOARD OF SCHOOL TRUSTEES
OF THE YORKTOWN
COMMUNITY SCHOOLS

Mark A. Clevenger

Mark Clevenger, Board President

Attest:

Tom Simpson
Tom Simpson, Secretary