

**SUPERINTENDENT'S CONTRACT  
BLACKFORD COUNTY SCHOOLS**

This Agreement is entered into between the Board of Education of Blackford County Schools located in Blackford County, in the State of Indiana ("Blackford Schools") and Chad Yencer ("Superintendent"). Blackford Schools hereby employs Chad Yencer as Superintendent of Blackford Schools for a three-year period commencing July 1, 2017 and ending on June 30, 2020.

For good and valuable consideration, the parties agree as follows:

**WITNESSETH:**

1. The Superintendent shall perform the duties of the Superintendent of Blackford Schools as prescribed by the laws of the State of Indiana and by the rules and regulations made by the Board, any exception thereto being by mutual consent of the Board and the Superintendent.
2. In consideration of a salary of One Hundred Seven Thousand Dollars (\$107,000.00) per year, the Superintendent agrees to perform faithfully the duties of Superintendent of Schools. The annual salary shall be paid in equal installments in accordance with the policy of Blackford Schools governing payment of other professional staff members in the Schools.
3. On July 1, 2018, and on July 1 of each succeeding year, the term of this Contract shall be extended by one year, unless either party gives to the other written notice on or before June 30 of that year, based on a majority vote by the Board, that the term shall not automatically extend by one year. If notice is not given, the contract shall always be for a three year term.
4. Blackford Schools hereby retains the right to adjust the annual salary of the Superintendent during the term of his contract, said salary adjustment not to reduce the annual salary below the previous year's salary, absent agreement of the parties. Any adjustment in salary made during the life of this contract shall be referenced by attaching a regular Teacher's Contract as an addendum to this Contract. By so doing, it shall not be considered that the parties have entered into a new contract. The Superintendent shall be evaluated annually by Blackford Schools in accordance with its policies.
5. The Superintendent will furnish throughout the life of this contract a valid and appropriate certificate to act as Superintendent of Schools in the State of Indiana, and the Superintendent hereby agrees to devote his full time, skill, labor, and attention to said employment during the term of this contract.
6. In the event the Superintendent is unable to perform any or all of his duties by reason of illness, accident, or other cause beyond his control, and said disability exists for a period of more than his accumulated sick leave during any school year, Blackford Schools may, at its discretion, and after proper notification to the Superintendent or his spouse, make a

proportionate deduction from the annual salary being paid at the time of his illness or incapacity.

7. The Board may require and pay for a comprehensive medical examination of the Superintendent at any time.

8. Blackford Schools shall provide the Superintendent with reasonable expenses required in the performance of his official duties during his employment under this Contract. Reimbursement for mileage shall be the current rate approved by Blackford Schools, and submitted on the appropriate claim form. The Superintendent may not charge for mileage for travel between his home and central office.

9. The Superintendent shall receive twenty (20) working days paid vacation annually, plus legal holidays (New Year's Day, Memorial Day, July 4 (2 days), Labor Day, Thanksgiving (2 days) and Christmas (3 days)). There are particular weeks in which the Superintendent should not be on vacation. Those weeks include the week before school starts in August, the week of Commencement and the week after Commencement, as well as additional weeks that may be designated by the Board from time to time. The Superintendent will be expected to schedule his vacations so that he is available during those weeks. Vacation shall be taken within 12 months of the year in which it is earned, and shall not be cumulative.

10. As part of Superintendent's responsibilities, he will provide his own cellular phone to be used for both his personal business and for school business, and will pay for such phone.

11. The Superintendent shall be granted all other leaves and benefits as provided in the master contract with teachers of the Blackford Schools, and he will be subject to all of the personnel policies of Blackford Schools, except to the extent that anything in this Contract is inconsistent with such policies. Blackford Schools will pay 98.25% of the Superintendent's health insurance premiums, as it does for the other Administrators. The Superintendent may bring with him and may utilize any sick days that he has at his current employer. However, he must meet the criteria of paragraph 7(E)(1) of the Master Contract in order to receive any payment for unused sick days. Blackford Schools will purchase a term life insurance policy in the amount of One Hundred Thousand Dollars (\$100,000.00) for the additional benefit of the Superintendent.

12. Upon receiving Board approval in advance, which approval shall not unreasonably be withheld, the Superintendent will be permitted to attend reasonable and appropriate professional meetings and conventions at the local, state and national level, the expenses of said attendance to be incurred by Blackford Schools. Blackford Schools also agrees to pay dues for membership in Professional Organizations (IAPSS, NSBA, AASA and others approved by the Board).

13. The parties acknowledge that if the Superintendent breaches the terms of this Contract by resigning or retiring before the end of the term of the Contract, Blackford Schools will suffer damages due to the expense of searching for a new Superintendent. The parties agree that it is impossible to determine with any reasonable accuracy the amount of damages which will be caused to Blackford Schools, but agree to a liquidated sum of \$20,000.00 to be paid by the Superintendent to Blackford Schools if he leaves his employment before the end of the first

year of his term, the sum of \$10,000.00 if he leaves before the end of the second year of his term, and the sum of \$10,000.00 if he leaves before the end of the third year of his term. If he leaves after completing three years, there shall be no payment due from Superintendent.

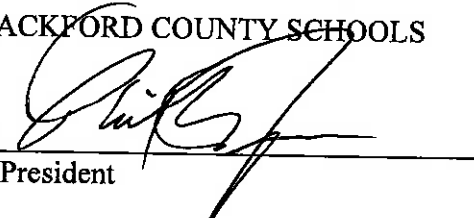
14. The Board shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, or legal proceedings brought against him, either in his official capacity as agent or employee of the Board or in his individual capacity, provided the incident arose while he was acting within the scope of his employment with the Board. This hold harmless indemnification provision shall continue after severance or termination of the employment relationship.

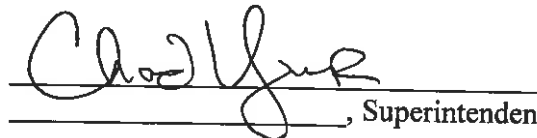
15. Nothing in this Agreement shall preclude cancellation or amendment of this Contract by mutual agreement of the parties. In the event that the Superintendent wishes to be relieved of his obligation under the terms of this Contract, the terms of such release shall be mutually agreeable to the parties, and it is mutually agreed that a period of six (6) months shall constitute due and reasonable notice of the desire of the Superintendent to be released as of any given date.

16. This Agreement is governed by the laws of the State of Indiana, and shall be subject to the provisions of any applicable State law concerning the terms and conditions of an employment contract between a public school corporation and its superintendent. If, during the term of this Agreement, any specific clause or provision thereof is determined to be illegal or in conflict with state or federal law, the illegal or conflicting provision shall be deemed void. The remainder of the Agreement shall not be affected and shall remain in full force and effect.

Dated this 13<sup>th</sup> day of June, 2017.

BLACKFORD COUNTY SCHOOLS

BY   
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Superintendent

ATTEST:

  
\_\_\_\_\_  
Secretary