

GREATER CLARK COUNTY SCHOOL CORPORATION  
SUPERINTENDENT’S CONTRACT OF EMPLOYMENT

This Contract (hereafter “Contract”) alters/supplements the Regular Teacher Contract for the employment of Mark Laughner as Superintendent of Schools for the Greater Clark County School Corporation by the Board of School Trustees of the Greater Clark County School Corporation and by consent of the parties in the manner permitted by Indiana Code 20-28-8-6.

1. Parties to this Contract and Definition of Terms

The parties to this Contract are the:

“**Superintendent**” meaning Mark Laughner and the “**Board**” meaning the Board of School Trustees acting as the governing body of the Greater Clark County School Corporation.

The term, “**school year**” if used in this Contract means a period beginning on July 1<sup>st</sup> of a calendar year and concluding on June 30<sup>th</sup> of the following calendar year and “calendar year” means a period of twelve (12) months beginning on January 1 and ending on December 31 of the same year.

2. Employment of Superintendent and Term of Employment

The Board desires to employ the Superintendent and the Superintendent agrees to be employed by the Board as the Superintendent and Chief Executive Officer of the Greater Clark County School Corporation for a period beginning July 1, 2025 and ending on June 30, 2028, subject to the terms of this Contract.

Conditioned on receipt of an annual satisfactory performance evaluation rating as established by the Board evaluation, this Contract shall automatically be extended one school year on July 1, 2026 and then each successive July 1 thereafter unless a party gives the other written notice on or before the preceding June 30<sup>th</sup> that the party does not agree to the automatic extension of this Contract. It shall be the duty of the Superintendent and the Board to make a reasonable effort to acknowledge this provision and remind each party of the existence of the rollover provision reference herein by June 1<sup>st</sup> of each year. The parties agree this shall result in a continuous three (3) year contract unless one (1) party provides timely written notice to

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the other. Provided, however, the contract term shall be subject to the provisions of Section 7, Cancellation of this Contract.

### 3. Superintendent's Working Days & Vacation Leave in each school year

The parties agree that the Superintendent shall provide services pursuant to this Agreement on two hundred and sixty (260) working days during each school year. These working days shall include twenty five (25) days of paid vacation leave in each school year unless otherwise increased in the Board approved Certified Administrators/Classified Directors Fringe Benefits document. Retention of the days shall be in accordance with the Certified Administrators/Classified Directors Fringe Benefits document.

### 4. Duties of Superintendent

The parties agree that the duties of the position of Superintendent to be performed pursuant to this Contract are set forth in a job description for the position which is attached to and incorporated into this Contract as a material term herein by reference:

(H.I.)

(ATTACHMENT A)

The Superintendent agrees that his duties pursuant to this Contract represent full time employment and agrees that he will direct his full time attention and energy to the business of the Greater Clark County School Corporation. The Superintendent therefore agrees that he will not accept outside employment, perform work as an independent contractor, or engage in any other business pursuit involving his personal services, without prior notification and approval by the Board. It is understood that if the Board approves any form of outside employment, the Superintendent will not use corporation time, vehicles, property or staff services to prepare for, or perform these services.

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 required by the State of Indiana and will maintain a Superintendent's license from the State of Indiana.

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## 5. Superintendent's Evaluation

The parties agree that the Superintendent will receive an annual evaluation performed by the Board of School Trustees based upon the duties set out in the job description attached.

The Board of School Trustees shall perform its evaluation no later than May 31<sup>st</sup> annually, unless the date is changed by mutual agreement of the parties.

## 6. Salary and Benefits

As consideration for the performance of the duties and meeting the qualifications established by this Contract, the Board agrees that the Superintendent shall receive the following:

### a. Base Salary

Effective July 1, 2025, the Superintendent shall be paid an annual (July 1<sup>st</sup> – June 30<sup>th</sup>) base salary of two hundred thousand dollars (\$200,000.00). The base salary shall be paid in equal installments on the schedule fixed for all full-time employees of the Greater Clark County School Corporation. Provided the Superintendent is evaluated by the Board to be performing in a satisfactory manner and he meets the leadership goals of the Board, the Superintendent shall be entitled to the same base salary increases and stipends received by other two hundred sixty (260) day administrators.

### b. Annual/Accumulated Leave

- **Annual Leave**

The Superintendent shall be entitled to be absent from work without loss of compensation for a total of twelve (12) days each school year unless otherwise increased in the Board approved Certified Administrators/Classified Directors Fringe Benefits document for the following purposes:

- Seven (7) days as sick leave
- Five (5) days as personal leave
- Use or retention of the days shall be in accordance with the Certified Administrators/Classified Directors Fringe Benefits document

- **Annual Buyback of Accumulated Leave**

Unused annual leave shall accumulate to a maximum of ninety (90) days. At such time as leave has accumulated to the maximum of ninety (90) days, the Superintendent shall be paid for unused annual leave above that amount at the end of each year, at the rate of one hundred seventy-five dollars (\$175.00) per day.

- c. **Life Insurance**

The Superintendent shall be provided life insurance coverage in the amount of one hundred twenty thousand dollars (\$120,000) at the sole expense of the Board.

- d. **Retirement**

Lump Sum Severance – The Superintendent shall be eligible for a lump sum severance benefit at retirement in the amount of forty thousand dollars (\$40,000.00) if he meets the following criteria: (a) attains age fifty-five (55) by no later than December 31<sup>st</sup> of the calendar year in which he retires; (b) has been employed ten (10) years with the Greater Clark County Schools; (c) when age and years of continuous service are added together equal at least seventy (70); and, (d) has given written notification, on or before January 1<sup>st</sup> prior to his separation of employment as of the following June 30<sup>th</sup> to the Board of School Trustees of his intent to retire.

- e. **Health Insurance Compensation**

Effective January 1, 2022, the Board shall compensate the Superintendent with an amount equal to the annual cost of the Greater Clark County Schools' group family Medical, Dental and Vision insurance plans, which the Superintendent may, but need not, elect to pay for the premiums of the School District's group family Medical, Dental and Vision insurance plans. Effective January 1, 2022, the Board shall also compensate the Superintendent with an annual amount equal to the maximum allowable per IRS Health Savings Account guidelines for a family plan, which the Superintendent may, but need not, elect to be contributed to a Section 125 Health Savings Account. These amounts shall be paid to the Superintendent in approximately equal installments along with each pay check.

## f. Vehicle Allowance

- In lieu of a corporation owned vehicle or mileage reimbursement being provided to the Superintendent, the Board shall compensate the Superintendent in the amount of Seven Thousand Two Hundred dollars (\$7,200.00) per year for the use of his personal vehicle for business related purposes. This amount shall be paid to the Superintendent in approximately equal installments along with each pay check.
- The Superintendent shall be responsible for all business-related gasoline usage, maintenance and repairs to his personal vehicle.

## g. Cellular Telephone Allowance

The Superintendent is required and it is essential for the performance of the Superintendent's duties to have a cell phone and cell phone service with both voicemail and email capacity. A cell phone allowance of One Thousand Two Hundred dollars (\$1,200.00) will be paid to the Superintendent each year. This amount shall be paid to the Superintendent in approximately equal installments along with each pay check. The Superintendent agrees to keep the cell phone operational at all times for business purposes.

## h. Professional Development and Memberships

- The Superintendent shall be allowed to participate in school-related professional memberships and the Board shall pay for the dues associated with said memberships in accordance with the school corporation's approved budget.
- In order to improve the performance of the Superintendent and his professional development, the Superintendent shall attend professional conferences and/or seminars. The Board shall pay for all expenses that have been pre-approved by the Board that are associated with the Superintendent's attendance at professional conferences and/or seminars.

## i. ISTRF Employee Contribution

In addition to the other considerations provided to the Superintendent by this Contract, the Board shall make any contribution to the Indiana State Teachers' Retirement Fund that

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would otherwise be required to be paid by the Superintendent. All payments to the Superintendent are subject to federal income tax and the Superintendent's contribution to the Indiana State Teachers' Retirement Fund shall be included in the Superintendent's salary for purposes of the Indiana State Teachers' Retirement Fund calculations.

#### j. Long Term Disability

The Superintendent shall be entitled to LTD coverage in the same manner as is provided to Certified Administrative Staff.

#### k. Tax Sheltered Annuity

The Board agrees to annually compensate the Superintendent in the maximum amount allowed by IRS guidelines, including all applicable maximum catch-up contribution amounts, for both a 403(b) and 457(b) tax-sheltered annuity plan during the term of this Contract, which the Superintendent may, but need not, elect to be contributed to the Board approved Tax-Sheltered Annuity plans. This amount shall be paid to the Superintendent in approximately equal installments along with each pay check.

#### l. Health Insurance Retirement Bridge

The Superintendent shall have the option of remaining in his selected Corporation group health insurance program upon retirement from the Greater Clark County Schools until qualifying for Medicare. The Corporation shall pay the annual premium amount of the family plan. The Corporation shall fund said benefit in an actuarially sound manner. The Corporation retains ownership of the funds allocated for payment of this benefit until such time as said funds are required for payment of health insurance premiums on behalf of the Superintendent. Any funds budgeted for the Superintendent's retiree health insurance premium remaining at the time the Superintendent qualifies for Medicare, or at some earlier date if Superintendent no longer desires to participate in a Corporation group health plan, may be used by the School Corporation for other Corporation purposes.

The Superintendent agrees that the selection of the insurance carrier(s) providing health insurance coverage shall be by the Board, and that the scope of coverage shall be determined by the Board,

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provided the Board provides health insurance coverage to the Superintendent that is not less than that provided to other administrators employed by the Corporation, and the Corporation pays the full annual premium cost of family plan coverage under the Corporation's selected health insurance plan(s).

## **7. Cancellation of this Contract**

- a. Termination by Mutual Consent** – The parties may terminate this Contract on any date if the Board and Superintendent agree in writing to such termination. Neither party shall have any obligations to the other party after the date of termination.
- b. Failure to Meet Minimum Qualifications** – The parties agree that at the time of the execution of this Contract, the Superintendent meets the minimum qualifications for the position of Superintendent as stated in the job description incorporated into paragraph 4, Attachment A of this Contract and that if, at any time the Superintendent no longer meets the minimum licensing qualifications, this Contract shall terminate immediately without any due process or other pre-condition to cancellation, except as is necessary to confirm non-compliance.
- c. Termination on Expiration Date of Contract** – The Board may terminate this Contract on the expiration date set forth in this Contract as set forth in Indiana Code 20-28-8-7. The Superintendent may terminate this Contract on the expiration date set forth in this Contract, if the Superintendent, not later than January 1<sup>st</sup> of the year in which the contract expires, gives proper notice in writing to the Board.
- d. Termination by the Superintendent Prior to the Expiration Date of Contract** – The Superintendent may terminate this Contract upon written notice of termination by providing the Board notice of resignation or retirement no less than one hundred twenty (120) days or an earlier date established by agreement between the Superintendent and the Board. If the Superintendent fails to provide due notice of resignation or retirement as provided in this provision, or without approval of the Board, any accrued benefits (including, but not limited to vacation days or annual days, VEBA funds and the health insurance retirement bridge benefit) will be forfeited and the Superintendent shall not receive any retirement severance payment as set out in the Certified

Administrators/Classified Directors Fringe Benefits document.

- e. Termination by the Board Prior to the Expiration Date of Contract for Cause** – The Board may elect to terminate the Contract before the expiration date set forth in this Contract for cause as defined in Indiana Code 20-28-8-7, and the Board shall notify the Superintendent in writing of their reasons for terminating this Contract. Upon the Board voting to cancel the Superintendent’s Contract for cause, the Superintendent shall be entitled to no further pay or benefits under the Contract.
- f. Termination by the Board Prior to the Expiration Date of Contract without Cause** – The Board shall have the right to terminate the Contract without cause as follows:
- *Notification:* The Board provides the Superintendent with thirty (30) days written notice that it intends to terminate the Superintendent’s Contract without a finding of fault and before the expiration of the Contract term;
  - *Conference Opportunity:* The Board shall afford the Superintendent an opportunity for a conference with the Board in executive session. The purpose of the conference, if requested by the Superintendent, will be to provide the Superintendent an opportunity to present information and reasons why termination is unwarranted, and an opportunity for the Board to reconsider whether or not the termination is in the best interests of the Greater Clark County School Corporation. The Superintendent must request the conference within thirty (30) days upon receiving the Board cancellation notice.
  - *Vote for Termination:* The Board may terminate the Superintendent’s Contract without cause by a majority vote of the Board taken at a public meeting to be held after the thirty (30) day notice time requirement. In such event, GCCS shall make the payment as set forth below.
  - *Separation Payment:* If the Board terminates the Superintendent’s Contract without cause as set out above, the Superintendent shall be entitled to a separation payment as set out below. The payment set out below shall constitute the Superintendent’s sole and exclusive right for a remedy for a termination under this section, and the Superintendent shall have no other or further rights or remedies for termination or breach of agreement or otherwise. The separation payment that must be provided should the Board elect to terminate the Superintendent without cause pursuant to this provision shall be as follows:



- A lump sum equal to one year of the Superintendent's base salary that is in effect at the time of termination or Two Hundred Fifty Thousand dollars (\$250,000.00), whichever is less.
- *Waiver of Rights:* In consideration of the above mentioned severance provisions, Superintendent waives any rights to contest any decision by the Board to terminate his contract without cause pursuant to this provision.

## 8. Addendum to Contract

This Contract may be altered or rescinded for a new contract at any time by mutual consent of the Board and the Superintendent. The consent must be in writing and must be expressed in a manner not inconsistent with Indiana Code 20-28-8-6.

## 9. Entire Contract of Parties

The parties agree that each has had the right to seek assistance of legal, financial and tax advisors in the process of negotiating the terms of this Contract and sufficient time to consider and understand the terms of this Contract and that this Contract therefore contains all the agreed upon terms of employment of the Superintendent by the Board and will not be modified except in a written document making specific reference to this Contract and the specific provision to be modified. Modifications to the language in this Contract shall be approved by both parties in the same manner that this Contract was approved.

If required for purposes of compliance with a standard or request of the State Board of Accounts of the State of Indiana, the parties agree that they will execute an Indiana Regular Teacher Contract to implement the terms of this Contract. The parties further agree that to the extent that this Contract is inconsistent with the Superintendent's Regular Teacher Contract, this Contract supplements said Regular Teacher Contract and the terms of this Contract shall control.

## 10. Contract as a Public Record

The parties agree that this Contract is a public record under the Indiana Access to Public Records Act, Indiana Code 5-14-3, and Indiana Code 20-28-6-2 pertaining to teacher contracts generally.

## 11. Drafting and Construction of this Contract

For purposes of the construction and interpretation of this Contract, both parties participated in the drafting of this Contract and neither party shall be considered the drafter of this Contract or any particular language contained in this Contract.

## 12. Rights as Teacher

The rights of a Superintendent as a teacher under any other laws of the State of Indiana are not affected, per Indiana Code 20-28-8-6.

## 13. Savings Clause

If, during the terms of this Contract, it is found that a specific clause of this Contract is illegal in federal or state law, the remainder of this Contract not affected by such ruling shall remain in force.

AGREED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

**SUPERINTENDENT**

**GREATER CLARK COUNTY  
BOARD OF SCHOOL TRUSTEES**

\_\_\_\_\_  
**Mark Laughner**

by: \_\_\_\_\_  
**John Buckwalter, President**

**ATTEST:**

by: \_\_\_\_\_  
**Keith Freeman, Secretary**



## Job Description Form

Job Title: Superintendent of Schools

Location: Administration Building

Reports To: Board of School Trustees

Type of Position: Full Time/Certified

Hours: Varies

### Primary Function

Serves as the chief executive officer of the school corporation with overall responsibility for its operation within the policies of the Board and the laws of the state of Indiana.

### General Description

- Plans and prepares agendas and supporting materials for Board meetings.
- Advises the Board on matters requiring Board action.
- Advises the Board on policy formulation, drafts policies and maintains a current Board policy file.
- Serves as the liaison for the Board with the various school communities.
- Represents the Board and School Corporation at public or official functions.
- Maintains compliance with state requirements.
- Assures a coordinated K-12 program.
- Provides for programs which meet the following particular needs of children in remediation, gifted/talented, special education as defined by PL94-142 and State Rule S-1 and vocational.
- Implements an achievement testing program and reports results to the Board, parents and the public.
- Monitors class and school enrollments and recommends needed staffing or attendance boundary changes to maintain reasonable educational opportunities for all children.
- Supports creative solutions to educational challenges as resources permit.
- Ensures that business operations are conducted in accordance with law, accepted principles of good business and accounting practices and high standards of ethics and impartiality.

- Maintains organizational and staffing patterns appropriate to the educational mission of the corporation.
- Ensures that accurate and complete personnel records are kept for all employees.
- Recommends highest qualified available candidates to the Board for hiring.
- Maintains a system of performance evaluation of all employees.
- Administers disciplinary action to employees if needed in accordance with Board policy and criteria of negotiated contracts.
- Carries out negotiations, discussion and related matters as required by statute and Board policy.
- Provides a functional system of facilities and support services.
- Plans for the long-term and short term needs of the corporation and keeps the Board advised of those needs.
- Utilizes a system of internal communication that provides all staff with information and direction necessary for the performance of their duties.
- Maintains an organizational climate conducive to students' education and employees' productivity through a reasonable balance of order, self-discipline, trust and openness to suggestion.
- Serves as primary spokesperson to the media and the public regarding school matters.
- Fosters a sound working relationship with the various media.
- Participates in community activities and organizations.
- Engages in personal professional development activities.
- Delegates and assigns specific duties so as to achieve maximum effective staff performance.
- Maintains regular attendance.

#### **Qualification Requirements**

- To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability re- quired. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- Valid Indiana Superintendent's License. Earned Doctorate or Specialist Degree. Minimum three years teaching experience. Minimum three years public school administrative experience.
- Ability to read, write and interpret documents such as curriculum guides, budgets, test results, labor contracts, grant applications, statutes and policies. Ability to understand and generate written memorandums, employee evaluations and correspondence with business and public contacts. Ability to speak effectively to individuals and groups.

- Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions and decimals. Ability to apply ratio, percent, probability and estimation concepts. Possess an understanding of, and the ability to interpret for others, statistical information.
- Ability to apply common sense understanding to potentially technical situations. Ability to establish priority ordering of tasks necessary to complete a project and convey these understandings and priorities to others. Ability to employ logical sequencing, trouble-shooting, problem-solving and decision-making skills.
- Must have a working knowledge of computers and their capabilities. Must have a valid driver's license.
- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit, stand, walk, go up and down stairs, operate foot and hand controls, use a telephone and write. Occasionally the employee must lift and/or move up to twenty (20) pounds. This position requires accurate perceiving of sound, near and far vision, depth perception, handling and working with educational materials and objects and providing oral information.

## Terms of Employment

- Salary and length of employment based on contract with Board of School Trustees.