
REGULAR TEACHERS 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 **Concord Community Schools** ("Corporation") and **Timothy W Tahara** ("Teacher").

Timothy W Tahara 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 01, 2019**, and ending on **June 30, 2021**. *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 **261.0** 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 **8.00**
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 **\$136,000.00** during the school year. *Ind. Code 20-28-6-2(a)(3)(C)*
5. The Corporation shall pay this amount in **26.00** installments on a **26** 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 **1st** day of **July, 2019**.

Concord Community Schools

ADDENDUM TO Regular Teacher's Contract for Superintendent

THIS ADDENDUM made and entered effective as of the 1st day of May, 2019, by and between Concord Community Schools (the "School Corporation") and Tim Tahara (the "Superintendent") supplements the terms set forth in any Regular Teacher's Contract executed by the School Corporation and the Superintendent which specifically provides for employment of Tim Tahara as superintendent of the School Corporation, and witnesses:

1. **TERM AND DUTIES.** The School Corporation employs the Superintendent and the Superintendent accepts employment as the chief executive officer of the School Corporation for a term commencing on May 1, 2019, and ending on June 30, 2021. As the chief executive officer of the School Corporation, the Superintendent shall perform the duties and discharge his responsibilities as enumerated in the job description and applicable School Corporation bylaws and policies, which are attached collectively hereto as Exhibit A and incorporated herein by this reference.

2. **ANNUAL EVALUATION.** In conjunction with the conclusion of its annual planning cycle, the Board of School Trustees of the School Corporation (the "Board") will conduct a formal summative evaluation of the Superintendent. The evaluation will be based upon data derived during the year from monitoring board policies and goals. Prior to his annual evaluation, the Superintendent shall provide a written report on progress made toward the district and professional goals. In addition, the Superintendent shall provide a written midyear update. The Superintendent will provide the Board as much information as is necessary to allow the Board to be adequately informed.

A written composite evaluation will be prepared by the Board. The Superintendent will have the opportunity to review that document before meeting with the Board in executive session. The report will be signed by the Superintendent and each member of the Board. All employment decisions regarding the Superintendent remain within the sole and continuing discretion of the Board.

purchases as set out below, the Superintendent shall pay all of the expenses necessary for the upkeep, maintenance and operation of the automobile, including the expenses for insurance, lubricants and antifreeze. For local use of the automobile, the Superintendent shall use the gasoline supply of the School Corporation. The School Corporation shall reimburse the Superintendent for gasoline purchased by the Superintendent on long distance business trips or the Superintendent shall purchase gasoline on such trips using the School Corporation's credit card. The Superintendent shall be personally responsible for purchasing gasoline for long distance personal trips.

6. INTERNET SERVICE. The Superintendent shall procure internet service at his residence for his use in the performance of his duties on behalf of the School Corporation. The Superintendent shall pay all of the expenses associated with the procurement of that internet service, including monthly charges, hardware costs, and other costs. The Superintendent shall provide his email address or any other necessary internet contact information to appropriate school personnel to ensure that he may be readily contacted via the internet if School Corporation business so requires. The Superintendent shall procure an internet service that appropriately integrates with the technology and telecommunication services then being used by the School Corporation.

7. CELLULAR TELEPHONE. The Superintendent shall provide a cellular telephone for his use in the performance of his duties on behalf of the School Corporation. The Superintendent shall provide a cellular telephone that appropriately integrates with the technology and telecommunications then being used by the School Corporation. The Superintendent shall pay all of the expenses associated with the operation of that cellular telephone, including monthly charges, long distance charges, and other costs. The Superintendent shall provide his cellular telephone number to appropriate school personnel to insure that he may be readily contacted if School Corporation business so requires.

8. INSURANCE. The Superintendent is eligible to purchase at his sole expense family or individual medical/hospitalization and family or individual dental insurance policy coverage offered by the School Corporation to its certificated employees. The Superintendent is also eligible to purchase at his sole expense a supplemental income protection policy and a term

more than four (4) additional personal leave days. No more than four (4) personal leave days may be used during any single school year.

13. **PERSONAL ILLNESS DAYS.** The Superintendent shall be entitled to receive the same personal illness benefit that is provided to the School Corporation's certified staff pursuant to the then current collective bargaining agreement between the School Corporation and the Concord Teachers Association or any successor organization. Use of those personal illness days by the Superintendent shall be governed by the School Corporation's policies, guidelines, procedures, and rules relating to those days.

14. **COMMUNICATION EQUIPMENT.** The School Corporation shall provide, at its expense, to the Superintendent, communication equipment that he reasonably determines is necessary for the effective performance of his responsibilities. Such communication equipment includes, but is not limited to pager, mobile two-way radio system, laptop computer, home computer, personal digital assistant, high speed internet and email access at the administration building.

15. **OTHER BENEFITS.** The Superintendent shall be entitled to all nonduplicative benefits provided to certificated employees as are incidental to their employment relationship with the School Corporation. These benefits include, but are not limited to, benefits and leaves, any other forms of insurance protection, retirement program, choice of tax sheltered annuities, and other certificated employee benefits. The Superintendent shall not receive any benefit offered certificated employees that is identical, similar, or of the same nature to those specifically set out or otherwise discussed herein.

16. **ADMINISTRATIVE RETIREMENT PLAN.**

16.1. Qualification. In order to qualify for a "retirement pay" benefit, the Superintendent must meet all of the following requirements:

(a) Completed a minimum of ten (10) consecutive years of service as an administrator or teacher in the School Corporation immediately preceding retirement.

(b) For retirement benefit purposes only, "Leaves of Absence" approved by the Board shall not be considered an interruption of consecutive service in the School

employment with, the School Corporation is in the best interest of the School Corporation, that the liability, cost or damage is not predicated on and does not arise out of the bad faith of the Superintendent, and the claim or judgment is not based on the Superintendent's malfeasance in office or employment, the School Corporation shall pay such judgment, compromise or settlement and shall hold the Superintendent harmless from any liability, cost or damage in connection therewith, including but not limited to the payment of any legal fees.

18. TERMINATION.

18.1. Grounds for Termination. This Addendum may be terminated by (a) mutual agreement of the parties; (b) retirement of the Superintendent; (c) disability of the Superintendent; or (d) discharge for cause; or (e) death of the Superintendent.

18.2. Disability of the Superintendent.

(a) In the event of the Superintendent's disability (as defined in the supplemental income protection insurance policy insuring the Superintendent), the Superintendent's compensation shall be suspended after the Superintendent's sick leave has been exhausted and after the Superintendent has qualified for the benefits under said policy. The Superintendent's compensation shall be reinstated as soon as he has returned to employment and undertaken the full discharge of his duties. The Board may terminate this Addendum by written notice to the Superintendent at any time after the Superintendent has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of sixty (60) days.

(b) If a question exists concerning the capacity of the Superintendent to return to his duties, the Board may require the Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The Board and the Superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the School Corporation. The physician shall limit his report to the issue of whether the Superintendent has a continuing disability which prohibits him from performing his duties.

18.3. Discharge for Cause. The Board may terminate this Addendum for cause as provided in any statute stipulating cause for dismissal of teachers. The Superintendent is

IN WITNESS WHEREOF, the School Corporation has caused this Addendum to be executed in its name and on its behalf by the undersigned President, Secretary and members of the Board and the Superintendent has executed this Addendum effective on the day and year first above written.

Agreed the 22nd day of January, 2019.