

METROPOLITAN SCHOOL DISTRICT OF SOUTHWEST ALLEN COUNTY SUPERINTENDENT CONTRACT OF EMPLOYMENT

This Superintendent Contract of Employment (“**Addendum**”) alters the regular teacher contract for the employment of Kent DeKoninck as Superintendent (“**Superintendent**”) by the Metropolitan School District of Southwest Allen County (“**SACS**”), an Indiana public school corporation, in the manner permitted by Ind. Code § 20-28-8-6, and is entered into this 1st day of July, 2024 (the “**Effective Date**”). SACS and Superintendent are sometimes referred to herein collectively as the “**Parties**” and individually a “**Party**”.

RECITALS

WHEREAS, the Metropolitan School District of Southwest Allen County Board of School Trustees (the “**Board**”) desires to obtain the knowledge and experience of and to employ Kent DeKoninck as Superintendent of SACS;

WHEREAS, SACS desires to secure for itself the services of Superintendent and Superintendent desires to be employed by SACS; and

WHEREAS, SACS and Superintendent desire to enter into and to reduce to writing the terms of Superintendent’s employment by SACS, in accordance with Indiana statute.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the Parties agree as follows:

1. POSITION AND DUTIES.

a. Superintendent shall serve as the chief executive and administrative officer of SACS and perform all the duties and possess all the authority now or hereafter granted to him by the laws of the State of Indiana or by the job description currently in effect and attached hereto as Exhibit A (the “**Services**”), and such additional duties and responsibilities to which the Board and Superintendent may hereafter agree. The Board shall, subject to and as established by law, determine the scope of Superintendent’s duties, but shall endeavor to arrive at its determination through dialogue with Superintendent. Matters brought to the attention of any member of the Board, affecting the job or performance of Superintendent, shall promptly and confidentially be brought to the attention of Superintendent by the president of the Board.

b. The Parties agree that the Services to be provided by Superintendent are consistent with a reasonable division of responsibilities between the policy-making responsibility of the Board and the implementation and management responsibilities of the Superintendent. The Parties further agree that this division of responsibilities is consistent with and shall continue to be implemented consistent with the Indiana School Boards Association Code of Ethics for school board members.

c. Superintendent agrees that during the Term of this Addendum, he will fully meet the minimum qualifications for the position of superintendent, as required by the Indiana Department of Education. These qualification standards include maintaining the license from the Indiana Department of Education, required for the position of Superintendent.

2. TERM OF EMPLOYMENT.

a. **Employment Term.** The Board hereby employs Kent DeKoninck as Superintendent of SACS, and he agrees to be employed as Superintendent. The term of his employment with SACS (the “**Employment Term**”) shall begin on July 1, 2024 and end on June 30, 2025 (“**Initial Term**”); provided, however, that the Initial Term and this Addendum may be extended pursuant to Section 2(c) of this Addendum or terminated prior to the Initial Term as provided in Section 6 of this Addendum.

b. **Employment Year.** The Parties agree that the Superintendent shall provide services on two hundred and sixty (260) days during each employment year and a proportionate number of work days in each partial year. For purposes of this Addendum, an “Employment Year” is defined as a period beginning on July 1 of one calendar year and concluding on June 30 of the following calendar year. The first Employment Year shall run from the Effective Date to the June 30, 2025. The Superintendent’s two hundred and sixty (260) scheduled workdays includes vacation, sick, and personal days, and any other leave granted pursuant to this Addendum.

c. **Extension of Employment Term and this Addendum.** On or before June 1 of each Employment Year, the School Board, with the consent of the Superintendent, may vote to add one (1) additional year to the Employment Term. The Employment Term may not be extended more than five (5) years beyond the Initial Term.

3. **PLACE OF PERFORMANCE.** The principal place of Superintendent’s employment shall be Fort Wayne, Indiana; provided that, the Superintendent may be required to travel on SACS business, during the Term.

4. COMPENSATION AND BENEFITS.

a. **Base Salary.** During the first Employment Year, SACS shall pay Superintendent an annual rate of base salary of Two Hundred Sixteen Thousand and 00/100 Dollars (\$216,000) in periodic installments in accordance with SACS customary payroll practices and applicable wage payment laws, but no less frequently than monthly. Superintendent’s annual base salary, as in effect from time to time, is hereinafter referred to as “**Base Salary.**” The Base Salary will be subject to possible increases in future Employment Years in accordance with the terms set forth herein. If the Superintendent is evaluated as “highly effective” or “effective,” as more fully discussed in Section 4(c) and achieves the annual performance objectives established by the Board and Superintendent, then the Board may in its absolute and sole discretion increase the Superintendent’s Base Salary during any future year of the Addendum by \$1,000.00 to \$10,000.00 of the Superintendent’s Base Salary that is in effect at the time the raise is granted. In addition, the Board may increase, in its

absolute and sole discretion, the contribution to the Superintendent's account under the 401(a) plan, discussed more fully in Section 4(f), by up to the amount of the then-applicable limitations of the Tax Code.

b. *Annual Performance Bonus.*

i. For each Employment Year, the Superintendent may be eligible to receive an annual performance bonus of between One Thousand Dollars (\$1,000) and Ten Thousand Dollars (\$10,000.00) (the "**Annual Bonus**"), if Superintendent receives a performance rating of "highly effective" or "effective", as more fully described in Section 4(c), for said Employment Year. The determination of Superintendent's performance rating and the amount of the bonus shall be in the sole and absolute discretion of the Board. If the performance rating of "highly effective" or "effective" is not achieved, Superintendent shall not be eligible for an Annual Bonus.

ii. The Annual Bonus, if any, will be paid by no later than August 1 after the end of the applicable Contract Year, in accordance with SACS's customary payroll practices and subject to all applicable withholdings.

c. *Evaluation.* Each Employment Year, the Board will conduct an annual evaluation (the "**Evaluation**") of the Superintendent's overall performance. This Evaluation will rate the Superintendent's overall performance ranging from Highly Effective, Effective, Needs Improvement, or Ineffective. Upon receiving the Evaluation, the Superintendent may request an Executive Session with the Board to discuss the Evaluation.

d. *Vacation Leave/Holidays.* In each Employment Year, the Superintendent shall be granted paid vacation days in accordance with the SACS's Administrative Benefit Summary. The number of paid vacation days granted to the Superintendent via the Administrative Benefit Summary shall never be lower than thirty (30) days per year, but may be greater than thirty (30) days per year in the absolute and sole discretion of the Board. Superintendent will be allowed to carry over a maximum of five (5) unused vacation days per calendar year, to an accumulation of thirty-five (35) maximum vacation days per calendar year. Any accrued and unused vacation days in excess of five (5) days, at the end of any given calendar year, will be forfeited. School holidays and school vacation periods identified in the district calendar period, plus federal holidays outside of the school calendar, are not required working days for Superintendent and are not counted toward the vacation day allocation. In the event that Superintendent has unused accumulated vacation leave, at the time that his employment with SACS terminates, he shall be paid at the rate of 1/260th of the applicable Base Salary for each day of unused accumulated vacation leave, up to a maximum of thirty-five (35) days and all other unused accumulated vacation leave shall be forfeited.

e. *Sick Days.* The Board will grant the Superintendent ten (10) sick leave days at the start of the first Employment Year. The Superintendent may use sick leave days in the same manner as other SACS administrators. In future Employment Years, the Superintendent will receive the same number of additional sick leave days as provided to other SACS

administrators. At the time that the Superintendent's employment with SACS terminates all unused accumulated sick leave days shall be forfeited

f. **401(a) Plan.** The Board shall contribute on the Superintendent's behalf Twenty-Eight Thousand and 00/100 Dollars (\$28,000.00) to an Internal Revenue Code Section 401(a) plan available pursuant to SACS' plan documents, subject to the limitations of the Tax Code, for each Employment Year. This amount will be paid in monthly installments which will end when the Superintendent's employment with SACS terminates.

g. **Board, Superintendent Relationships and Communications.** The Board and the Superintendent are committed to developing and maintaining positive working relationships and communications. To assist in developing and maintaining such positive working relationships, no later than August 31, 2024, the Board and the Superintendent shall meet to discuss and agree on the process and procedures for how they shall communicate and work together. In addition, at least annually thereafter, the Board and the Superintendent shall meet to review and discuss the process and procedures for communicating and working together and shall revise, if necessary, their process and procedures for communicating and working together. To further support positive working relationships and communications, the Board, individually and collectively, shall refer to the Superintendent for his review and follow up of significant criticisms, complaints and suggestions called to their attention regarding the operation and performance of SACS.

h. **Remote work.** The Superintendent may work remotely up to five (5) days per Employment Year, unless the Board would consent to permit additional remote work days beyond the five (5) days. The Superintendent will communicate with the Board regarding his plans to work remotely and will schedule these days to minimize the impact upon the SACS.

i. **Administrative Benefits.** The Superintendent will irrevocably waive any group health, dental, or vision insurance through SACS, including any special enrollment rights. He will otherwise receive the same benefits listed in SACS Administrative Benefit Summary including group life insurance, and long-term disability insurance, as it changes from time to time. The Superintendent will be entitled to all other benefits established by the Board for all other full-time, certified employees of SACS provided such benefits are not in conflict with the terms of this Addendum. To the extent the benefits for other full-time, certified employees conflict with or duplicate a benefit provided by this Addendum, then this Addendum shall control and the benefit provided by this Addendum shall be the benefit provided to the Superintendent.

j. **Transportation Allowance.** In lieu of purchasing an automobile and paying for costs associated with Superintendent's transportation, SACS shall provide Superintendent an additional Twelve Thousand and 00/100 Dollars (\$12,000) annually, from which sum Superintendent shall provide for his school-related local automobile transportation expenses.

k. **Technology Support.** SACS will provide Superintendent with a computer, printer, and other equipment to permit office-home communication at no cost to Superintendent. This equipment shall remain the property of SACS.

1. ***Other Business Expenses.*** Superintendent shall be entitled to reimbursement for all reasonable and necessary out-of-pocket business and travel expenses incurred by Superintendent in connection with the performance of Superintendent's duties hereunder and in accordance with SACS expense reimbursement policies and procedures. Upon prior Board approval, the Board may pay on behalf of Superintendent the cost of membership and participation in State and National professional associations of educational administrators, and expenses related to Superintendent's attendance at conferences and activities. Superintendent will obtain pre- approval from the Board for attendance at out-of-State conferences and activities.

m. ***Documentation and Payment of Expenses.*** Superintendent shall submit invoices for sums owed by SACS, pursuant to Sections 4(i) through 4(l), within sixty (60) days of the date of the invoice and SACS shall pay all undisputed sums owed, pursuant to Sections 4(i) through 4(l), in accordance with established reimbursement policies of SACS, after the SACS's receipt of an invoice submitted by Superintendent. Failure to timely submit an invoice to SACS may result in nonpayment of such invoice.

5. OUTSIDE ACTIVITIES. Superintendent, subject to the Board's rights set forth herein in Section 1 above, may undertake consulting work, speaking engagements, writing, lecturing, or any leadership duties or responsibilities related to any state or national educational, or professional organization or alliance, with or without remuneration, provided such activities do not interfere with the meeting of his responsibilities as Superintendent and with notice to the Board. If such activities are with remuneration and will require the Superintendent to be devoted to the outside activity for a full work day, then the Board shall not be obligated to pay associated expenses and such activities shall be scheduled on the Superintendent's vacation or personal days. If outside activities occur during the work day but are brief in duration (such as a short zoom conference or short telephone call), then the Superintendent may engage in such outside activity with notice to the Board President. The Superintendent shall notify the Board, annually in advance, in writing, of any anticipated outside activities for each school year governed by this Addendum.

6. TERMINATION OF ADDENDUM. This Addendum and Superintendent's employment with SACS (as Superintendent and in any other capacity, including employment pursuant to any underlying teacher contract) may be terminated:

- a. By the Parties through written mutual consent;
- b. By the resignation or retirement of Superintendent;
- c. By the Board or Superintendent on the Expiration Date (including any extensions) as provided in Ind. Code § 20-28-8-7, as it may be amended;
- d. Without action of the Parties upon the death, disability (as defined in the Board's disability insurance policy) or incapacity of Superintendent. If a question exists concerning the capacity of Superintendent to serve as Superintendent, the Board, at its own cost, may require him to submit to a medical examination by a licensed physician;

- e. Without action of the parties if Superintendent fails to maintain a valid license or certificate evidencing his qualifications to serve as superintendent of a public school corporation in Indiana, as required by Indiana law and the regulations of the Indiana Department of Public Education; or
- f. Before the Expiration Date set forth in the Addendum, if the Board terminates this Addendum for cause under a statute that sets forth causes for dismissal of teachers. However, the Board must give Superintendent proper notice and, if Superintendent requests a hearing at least ten (10) days before the termination, must grant Superintendent a hearing at an Executive Session of the Board.

7. INDEMNIFICATION. SACS shall indemnify and hold Superintendent harmless from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual or official capacity as an agent or employee of SACS, in connection with any matter arising while he was acting within the scope of his employment, to the extent permitted by Indiana law. Provided that, the indemnification provisions contained in this Section 7 shall not apply to any demand, claim, suit, action or legal proceeding initiated by Superintendent, SACS or the Board related to any contest or dispute between Superintendent and SACS or the Board with respect to this Addendum or Superintendent's employment hereunder.

8. AGREEMENT AS A PUBLIC RECORD. The Parties agree that this Addendum is a public record under the Indiana Public Records Law, Ind. Code § 5-14-3-1 *et seq.*, and Ind. Code § 20-28-6-2 pertaining to teacher contracts generally.

9. NOTICES. All notices, requests, demands and other communications required or permitted to be given pursuant to this Addendum must be in writing and will be deemed to have been duly given on the day of delivery if delivered by hand, on the day of transmission if sent by e-mail with confirmation (or on the next business day if not sent on a business day), on the first business day following deposit with a nationally recognized overnight mail service, delivery charges prepaid, or on the third business day following first class mailing, with postage prepaid:

If to the SACS: SACS
 Attention: President of the Board

With Copy to: Barnes & Thornburg LLP
 Attn: Jason T. Clagg
 888 S. Harrison Street, Suite 600
 Fort Wayne, IN 46802
 Email: jason.clagg@btlaw.com

If to the Superintendent: Kent DeKoninck
 6135 Liam Ln,

10. EXECUTION BY ELECTRONIC SIGNATURE. The Parties agree that this Addendum may be transmitted by them for execution by electronic transmission. The Parties intend that electronic signatures on this Addendum shall be binding on them.

11. SUCCESSORS AND ASSIGNS. This Addendum is personal to Superintendent and shall not be assigned by Superintendent. Any purported assignment by Superintendent shall be null and void from the initial date of the purported assignment. This Addendum shall inure to the benefit of SACS and permitted successors and assigns.

12. GOVERNING LAW AND VENUE. Any and all matters of dispute between the Parties to this Addendum, whether arising from the Addendum itself or arising from alleged extra contractual facts prior to, during, or subsequent to the Addendum, including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of the contract, shall be governed by, construed and enforced in accordance with the laws of the State of Indiana, not including its conflicts of laws rules but including its statutes of limitations, regardless of the legal theory upon which such matter is asserted. Venue for any legal dispute between the Parties shall be Allen County, Indiana and the Parties specifically submit to such jurisdiction.

13. FORCE MAJEURE. Neither Party shall be liable or responsible to the other Party, nor be deemed to have breached this Addendum, for any failure or delay in fulfilling or performing any term of this Addendum, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, but not limited to: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities, terrorism, or other civil unrest; (d) action by any governmental authority, including actions such as stay-at-home orders; (e) change in laws, regulations, or orders; (f) national or regional emergency; (g) epidemics, pandemics, and quarantines; (h) strikes, labor stoppages, or slowdowns or other industrial disturbances; (i) shortages of power, supplies, infrastructure, or transportation; and (j) other similar events beyond the reasonable control of the impacted Party (collectively, a "**Force Majeure Event**"). Moreover, in the case of the Force Majeure Event, the Board may delay, postpone or diminish any Annual Bonus, for the Employment Year impacted by the Force Majeure Event.

14. ENTIRE AGREEMENT; AMENDMENTS. This Addendum, together with the regular teacher's contract between the Parties and any exhibits or attachments hereto, contains the entire agreement between the Parties and supersedes all prior agreements or understandings between the Parties. This Addendum may be amended only by an agreement in writing signed by the Parties.

15. HEADINGS; CONSTRUCTION. The section headings contained in this Addendum are for reference purposes only and shall not affect in any way the meaning or interpretation of this Addendum. No Party will be considered the drafter of this Agreement or any other document attached as an exhibit or otherwise associated with this Addendum. This Addendum

and the other associated documents have been reviewed, negotiated and accepted by all Parties and their attorneys and will be construed and interpreted according to the ordinary meaning of the words so as fairly to accomplish the purposes and intentions of the Parties. As used in this Addendum, the singular or plural number shall be deemed to include the other whenever the context so indicates or requires.

16. ENFORCEMENT; SEVERABILITY; ETC. It is the desire and intent of the Parties that the provisions of this Addendum shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. In the event that a court of competent jurisdiction determines any particular covenant, provision or clause of this Addendum is determined to be unreasonable or unenforceable for any reason, SACS and Superintendent acknowledge and agree that the court interpreting the provisions of this Addendum shall have the authority, if necessary, to reform any such provision to make it enforceable under applicable law. To the extent a provision or clause cannot be reformed and remains invalid or unenforceable, such provision shall be deemed severed from the remainder of this Addendum with no effect on the enforceability of the remaining provisions.

17. COUNTERPARTS. This Addendum may be executed in counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the Effective Date.

Superintendent

**Metropolitan School District of Southwest Allen
County Board of School Trustees**

By: Kent DeKoninck

By: _____
[name], Board President

attest:

[name], Secretary

Exhibit A

METROPOLITAN SCHOOL DISTRICT OF SOUTHWEST ALLEN COUNTY

JOB DESCRIPTION

CLASS TITLE: SUPERINTENDENT
DEPARTMENT: ADMINISTRATION
REPORTS TO: Board of School Trustees

BASIC FUNCTION:

Serves the Board of School Trustees as the executive officer administering the school system in accordance with state laws and board policies. Develops and administers rules and regulations for school operations within the scope of Board policies. Plans, organizes, controls and directs the day-to-day operations and activities of SACS including District-wide school sites, divisions, departments, programs and services; coordinates and directs personnel, resources, communications and information to meet the educational and operational needs of the District, assures smooth and efficient activities, and enhances student learning, achievement and educational opportunities; supervises and evaluates the performance of assigned personnel.

QUALIFICATIONS:

Any combination equivalent to: master's degree in education or related field and ten years' experience working as an administrator for a school district or related organization. Must have strong planning, administrative, supervisory, analytical, computer, organizational, accountability, and oral and written communications skills. Incumbents must possess knowledge of the comprehensive organization, operations, policies and objectives of the District. Incumbents must possess a valid superintendent's license issued by the Indiana Department of Education.

ESSENTIAL FUNCTIONS:

Plan, organize, control and direct the day-to-day operations and activities of SACS including District-wide school sites, divisions, departments, programs and services; monitor, analyze and adjust District services in response to student needs and progress; assure optimal allocation of District resources; coordinate and direct administrative functions to assure activities comply with established local, State and federal standards, requirements, laws, codes, regulations, policies and procedures.

Serve as the executive officer of the Board of School Trustees, administering the school system in accordance with State laws and Board policies; administer District operations and activities to guide SACS towards meeting established goals and objectives; establish and maintain District time lines and priorities.

Coordinate and direct personnel, resources, communications and information to meet the

educational and operational needs of the District, and enhance student learning, achievement and educational opportunities; provide educational leadership and collaborate with the Board in the planning, development and implementation of District-wide programs, services, schedules, goals, strategies, standards, systems, projects, processes, policies and procedures.

Supervise and evaluate the performance of assigned administrators and personnel; interview and select employees and recommend transfers, reassignment, termination and disciplinary actions; direct and participate in the recruitment, employment and retention of administrators.

Monitor and analyze District-wide operations and services for educational and financial effectiveness and operational efficiency; develop and implement short and long-range plans.

Provide technical direction and assistance to the Board in matters related to the employment, assignment and retention of District-wide classified and certified personnel, building and finance programs, the annual school district budget and curriculum and instructional materials.

Coordinate and direct District-wide communications, activities, services and information among administrators, personnel, Board members, outside organizations, school sites, community groups, and various agencies; investigate, analyze and direct activities to assure proper and timely resolution of administrative, operational and educational issues and conflicts of the District.

Collaborate with the Board, Chief Financial Officer and others in developing and preparing the annual preliminary budget for the District; determine budget priorities; research, obtain and maintain a variety of funding sources.

Lead the District's strategic planning effort to enhance achievement among students and close the achievement gap; provide leadership and direction in developing new, innovative and responsive instructional programs and support services.

Maintain current knowledge of educational trends, innovations and practices, and local, State and federal programs, laws, and pending legislature related to District services; keep the Board informed concerning local, State and federal programs for the improvement of curriculum and instruction; direct the modification of District programs, services, policies and procedures to meet local, State and federal requirements as needed.

Assure adequate resources and personnel to meet District needs; monitor staffing needs and initiate recruitment activities as appropriate.

Direct the preparation and maintenance of a variety of narrative, financial and statistical records, files and reports related to District programs, projects, budgets, compliance, systems, financial activity, personnel and assigned duties; assure mandated reports are completed and submitted to appropriate State or federal agency according to established time lines.

Review, analyze and determine appropriate response to collective bargaining issues and conflicts; direct the development of collective bargaining agreements.

Coordinate, attend and conduct a variety of meetings; present materials and information concerning District programs, services, operations and activities; represent the District at local, regional and State meetings, conferences and special events.

PHYSICAL REQUIREMENTS:

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.