

SUPERINTENDENT'S EMPLOYMENT CONTRACT

This Contract (hereafter "this Contract") supplements the basic teaching contract of _____ as Superintendent by the Board of Trustees of the Vigo County School Corporation ("School Corporation") 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 _____ and the "Board" meaning the Board of School Trustees acting as the governing body of the Vigo County School Corporation.

The term "school year" as used in this Contract means a period beginning on July 1 of one calendar year and concluding on June 30 of the following calendar year.

2. Employment of Superintendent & Terms of Employment

The Board employs the Superintendent and the Superintendent agrees to be employed by the Board as the Chief Executive Officer and Chief School Administrator of the Vigo County School Corporation for an initial period beginning on July 1, 2023, and concluding on June 30, 2026, subject to the terms of this Contract, including Section 6.

The parties agree that the Superintendent shall provide services for two hundred sixty (260) days during each school year. These work days shall be provided in accordance with a schedule of work days established by the Superintendent so as to insure the full and competent performance of the duties established in Paragraph 3 of this Contract. The two hundred sixty (260) work days shall include sick leave days pursuant to Paragraph 4(d) of this Contract and any other paid leave pursuant to Paragraph 4(e) of this Contract.

The Superintendent shall devote the Superintendent's time, attention, and energy to the business of the School Corporation. However, with the prior approval of the Board, the Superintendent may serve as a consultant to other school corporations or educational agencies, lecture (including teaching a course as an adjunct at a university in Terre Haute), engage in writing activities and speaking engagements, and engage in other activities that are of a short-term duration. The Superintendent may, with the prior approval of the Board, continue to draw a salary while engaged in the outside activity as described above. In such cases, honoraria paid the Superintendent in connection with such activities that occur during what would otherwise be typical working days or hours shall be transferred to the School Corporation. If the Superintendent chooses to use vacation leave to perform outside activities that occur during typical working days or hours, the Superintendent shall retain any honoraria paid. In no case will the School

Corporation be responsible for any expenses incurred in the performance of such outside activities.

The Board shall provide the Superintendent with periodic opportunities to discuss Superintendent-Board relationships. Further, the Board shall annually provide the Superintendent with a written or oral evaluation of the Superintendent's performance, which evaluation shall be conducted and completed no later than June 30th of each year of the Superintendent's employment, and the Board shall then consider and discuss with the Superintendent changes in compensation. In the first year of this Contract a half-year evaluation will be completed by December 31, 2023.

3. Duties of the Superintendent

The parties agree that the duties of the position of Superintendent to be performed pursuant to this Contract are set forth in the Vigo County School Corporation policies, as amended. The parties agree that the description of the duties as Superintendent as stated in the Board policies, as amended, represent a reasonable division of responsibilities between the policy making responsibility of the Board, and the implementation and management responsibilities of the Superintendent.

The Superintendent agrees that the Superintendent's duties pursuant to this Contract represent full employment and the Superintendent will not accept outside employment, perform work as an independent contractor, or engage in any other business pursuit involving the Superintendent's personal services, if any of these activities interfere with the Superintendent's performance of the Superintendent's duties as Superintendent, except only as provided in Section 2 above.

The parties of this Contract further agree that the duties performed by this Superintendent pursuant to this Contract are unique to this position in the School Corporation, and the Superintendent will therefore not be transferred or reassigned by the Board to another position without the Superintendent's written consent unless the Superintendent is on leave, incapacitated or otherwise unable to fulfil the duties of Superintendent as determined by the Board.

The Superintendent agrees that at all times while the Superintendent is employed pursuant to this Contract the Superintendent will fully meet the minimum qualifications for the position of Superintendent which include maintaining a license from the State of Indiana required for the position of Superintendent.

The Superintendent also agrees to have a comprehensive medical examination once each contract year. The Superintendent shall request that the physician conducting the reviewing submit a written statement certifying to the physical and mental competency of the Superintendent to the Board and shall be considered confidential information by the Board. The School Corporation shall cover the costs of the examination.

4. Compensation

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. Salary

The Superintendent shall be paid the base salary of One Hundred Ninety Five Thousand Dollars (\$195,000.00). All compensation payments are subject to applicable withholdings, payable in accordance with the School Corporation's regular payment practices for School Corporation administrators.

b. Salary Raises and Stipend(s) for Years in the Future After the 2023-2024 School Year

The Superintendent will receive the same percentage base salary increase, if any, as provided teachers. In the event that teachers receive a fixed amount increase in base salary, the Superintendent shall receive that increase as well. Additionally, the Superintendent will also receive any one-time stipend provided to other School Corporation teachers, but Superintendent shall receive at least a Two Thousand Dollar (\$2,000.00) stipend every year unless evaluated as "needs improvement" or "ineffective."

These future raises are contingent upon the following qualifying requirements:

- 1) This raise will be effective only if the Superintendent was not evaluated as either "needs improvement" or "ineffective" for the school year preceding the year in which the raise would take effect.
- 2) The Superintendent has met the qualifying requirements of the Performance Based Compensation Model applicable to the Superintendent's position. The Board and the Superintendent will collaborate on creating the Performance Based Compensation Model.
- 3) If in any one year teachers do not receive any base salary raise, the Superintendent will not receive any raise.
- 4) Within 30 days of the Board establishing teacher raises for any one year, the Superintendent may submit a written waiver of an increase for that year and in such a case the proposed contract will provide that there will be no raise for that year.
- 5) The Board provides written notice to the Superintendent that it will no longer agree to these future increases for the Superintendent or

any increase in any one particular year on or before the date it approves teacher raises.

c. Incentive Based Compensation

The Board agrees to budget an amount not to exceed \$10,000 annually during each year of this Contract which may be used for incentive-based compensation for the Superintendent. The Board and Superintendent may determine annually the goals to be achieved by the Superintendent in order to receive said incentives. Said goals shall be reduced to writing in the form of a resolution to be approved by the Board in its regular course of business. [The amount shall be deposited into the Superintendent's 403(b) or 457(b) accounts at the Superintendent's discretion and subject to contribution limits or, if contributed to a 401(a) or VEBA plan, subject to proper contribution language without election by the Superintendent.]

d. Sick Leave

In the first school year of the Superintendent's employment, the Superintendent shall have available fourteen (14) paid days for personal illness and ten (10) days each year thereafter. The total unused portion of the annual sick leave allowance shall be added to prior accumulated sick leave days, up to an unlimited accumulation. The Superintendent shall also carryover unused accrued sick leave and personal days from the Superintendent's prior employer.

e. Vacation Days

The Superintendent shall be entitled to thirty (30) paid vacation days annually accumulating to a maximum of fifty (50) days. Beginning on July 1, 2023, the Superintendent will have the right to receive in July of each calendar year payment of up to twenty (20) accrued vacation days purchased at the Superintendent's daily rate.

f. Insurance Coverage and Contribution

The School Corporation shall credit or pay the Superintendent with additional basic salary ("ABS") in an amount equal to the annual premiums for family coverage in the School Corporation's health, dental, and vision insurance plans, which can be used to offset the cost of health care coverage. The ABS shall be made available to Superintendent over the same pay periods and in the same manner that Superintendent's base salary is made payable to him. At the Superintendent's election, the ABS can be used to: (a) fund and pay through salary reduction contributions for any of the qualified benefits selected under a Code section 125 plan maintained by the School Corporation, (b) make salary reduction contributions to Code section 403(b) and/or 457(b) plans, and/or (c) paid as additional wages to Superintendent. However, unless and until the Superintendent completes an applicable salary reduction agreement, the ABS

shall be paid throughout the contract year directly to the Superintendent less applicable income and employment tax withholdings.

The Board shall also pay the premiums for a Four Hundred Thousand Dollar (\$400,000) term life insurance policy. During the term of the contract, the Board shall also pay the premium for a long term disability policy insuring the Superintendent pursuant to its long term disability policy and based upon the Superintendent's annual base salary.

g. ISTRF Employee Contribution

In addition to the other considerations provided to the Superintendent by this Contract, the Board shall make contributions to the Superintendent's 403(b) or 457(b) Plan the equivalent of any contributions the school corporation would have made to the Indiana State Teachers' Retirement Fund, which includes three percent (3%) of the Superintendent's annual base salary, as determined by INPRS's General Counsel.

All payments to the Superintendent 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. This amount will increase by an additional \$1,000 for each year following the first year of this contract unless the Superintendent is evaluated as "ineffective" or "needs improvement" on the prior year's annual evaluation.

h. Car Mileage

The Board shall provide the Superintendent with an annual car allowance of Eight Thousand Dollars (\$8,000) and compensation for all mileage incurred out of county for work or for work-related trips at the IRS-approved mileage rate. Such mileage shall not include mileage for any commute time as defined by the IRS regulations. [The annual car allowance amount shall be deposited into the Superintendent's 403(b) or 457(b) accounts at the Superintendent's discretion and subject to contribution limits or, if contributed to a 401(a) or VEBA plan, subject to proper contribution language without election by the Superintendent.]

i. Cellular Phone/Technology

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. The School Corporation shall provide the Superintendent with a cell phone and access to the School Corporation cell phone service plan.

Furthermore, the School Corporation will provide the Superintendent with a

laptop to use for employment purposes.

j. Business and Professional Expenses

The Board shall reimburse the Superintendent for appropriate business and professional expenses. Appropriate expenses shall include the cost of membership and participation in State and National professional associations for educational administrators including the Indiana Association of Public School Superintendents (IAPSS) and the American Association of School Administrators (AASA). In addition the School shall pay membership fees for any other organization where the Superintendent's participation is required by the Board. The Board shall also cover expenses related to the Superintendent's attendance at IAPSS, AASA or other educational meetings and conferences subject to the prior approval of the Board. The Board shall budget at least the sum of Three Thousand Eight Hundred Dollars (\$3,800) each year of the Superintendent's employment for the purpose of professional development, the payment or reimbursement of professional association dues, and for participation in various education related organizations.

k. Retirement/Deferred Compensation

The Board shall pay the Superintendent an additional amount of Twenty Five Thousand Dollars (\$25,000) for the, which the Superintendent may elect but need not contribute to employee elective qualified retirement plans. Each contract year, the Superintendent may complete a salary deferral agreement equal to the Board retirement payment up to the maximum elective deferrals possible to the 401(a) plan. To the extent that the maximum elective deferrals possible is less than the total Board retirement payments for that contract year, the Superintendent may complete a salary deferral agreement equal to the remaining Board retirement payment amount to the Superintendent's VEBA plan. The retirement amounts provided hereunder shall be paid to the Superintendent on June 30th of each contract year, and the Superintendent must be employed on such date to receive this payment. These payments will be employee elective contributions. The Superintendent shall be immediately vested in these amounts. The Superintendent may make additional salary deferrals, within the IRS limits, to the 403(b) or 457(b) plans.

The foregoing amounts, the salary as set forth in Sections 4(a) and (b) of this Contract, any incentive-based compensation as provided in Section 4(c), payment of accrued but unused vacation days under Section 4(e), and any Section 125 amounts elected under Section 4(f) of this Contract are intended to represent the Superintendent's basic salary as defined by Indiana Code § 5-10.2-4-3, and such amounts shall be used to determine the average annual compensation defined in Indiana Code § 5-10.2-4-3 and reported to the Indiana State Teachers Retirement Fund for the Superintendent.

Other than the contributions in this subpart k, the Superintendent shall be vested twenty percent (20%) in all other contributions made by the School Corporation to the Superintendent's 401(a), 403(b), 457, or VEBA accounts under this Agreement, which shall increase twenty percent (20%) each July 1 such that Superintendent shall be immediately and fully vested in all contributions made by the School Corporation to the Superintendent's 401(a), 403(b), 457, or VEBA accounts on or after the Superintendent's fifth anniversary date. In the event that the School Corporation provides the Superintendent with notice of non-renewal under Section 6 of this Agreement, the Superintendent shall be fully vested in all contributions made by the School Corporation to the Superintendent's 401(a), 403(b), 457, or VEBA accounts on the day this Contract terminates.

l. Other Benefits

The Superintendent shall be entitled to all other benefits established by the Board for all management employees of the Board in applicable handbooks, as amended. To the extent that benefits for other management employees duplicate a benefit specifically provided pursuant to this Contract, the benefit provided by this Contract shall be the benefit provided to the Superintendent.

m. Transition Expenses

The School Corporation will provide the Superintendent with Five Thousand Dollars (\$5,000.00) toward transition expenses.

5. Morality and Ethics Clause

The Contract may be cancelled for cause subject to the notice and hearing rights provided under Indiana Code 20-28-8-7.5. For purposes of this Contract, Superintendent acknowledges and agrees that immorality as grounds for cancellation of this Contract shall mean conduct offensive to the moral standards of the Vigo County community that (1) falls below the exemplary standards of behavior for adults and youth that the Superintendent should establish and maintain; or (2) impedes the Superintendent's job effectiveness. Cancellation of the Contract for cause relieves the Board of any further obligations under this Contract.

6. Extension and Non-Renewal of this Contract

In place of the Contract non-renewal and extension provisions of Indiana law, specifically Indiana Code § 20-28-8-7.5, which would be applicable to this contract except for this paragraph of this Contract, the parties agree that this Contract shall automatically be extended one school year on each June 30 effective the next day, i.e., on July 1, unless a party gives the other written notice on or before the preceding January 1 that the party does not agree to the extension of this Contract. The parties agree that this shall result in a continuous three school year contract unless one party provides timely written notice to the other pursuant to this paragraph. This provision will be interpreted to

comply with Indiana Code § 20-28-8-6(b)(1)

7. Cancellation of this Contract

a. Cancellation for Failure to Maintain 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 3 of this Contract and that if, at any time the Superintendent no longer meets these minimum qualifications, this Contract shall terminate immediately without any due process or other pre-condition to cancellation except as it necessary to confirm non-compliance.

b. Cancellation for Other Reason(s)

In addition to cancellation of this Contract under paragraphs 5 and 7(a), the parties agree that this Contract may be canceled pursuant to its own terms in any of the following circumstances:

- (1) By a duly executed, written agreement that is signed by the parties.
- (2) The Superintendent is disabled within the terms of the long-term disability policy provided by the Board and is entitled to benefits under that insurance policy in the opinion of the insurance company providing that insurance coverage.
- (3) The Superintendent is convicted of a felony under state or federal law.
- (4) The Superintendent notifies the Board of the Superintendent's resignation in writing at least ninety (90) days prior to its proposed effective date and presents a written resignation agreement in which the Superintendent agrees to:
 - (a) Continue to devote the Superintendent's full attention and time to the Superintendent's duties pursuant to this Contract until the effective date of the Superintendent's resignation;
 - (b) Cooperate as requested by the Board in the selection and orientation of a new Superintendent until the effective date of the Superintendent's resignation; and
 - (c) Remain in the employ of the Board for 90 days after the effective date of the Superintendent's resignation, as requested by the Board, to assist in the orderly transition to the new Superintendent.

(5) The Board provides the Superintendent with at least thirty (30) days written notice that it intends to cancel this Contract and affords the Superintendent an opportunity for a conference with the Board in executive session, and pays the Superintendent a severance in a single lump sum the greater of one half year's salary under paragraph 4(a) of this Contract or the salary due under paragraph 4(a) until the next June 30th. However, any amount due shall not exceed the amounts set forth in Indiana Code § 20-28-8-6(b). The purpose of a conference, if requested by the Superintendent, will be to provide the Superintendent an opportunity to present information and reasons why cancellation is unwarranted and an opportunity for the Board to reconsider whether or not the cancellation is in the best interests of the School Corporation. Following the conference, unless the Board has decided against cancellation of this Contract, the Board will give the Superintendent an opportunity to resign. After giving the Superintendent an opportunity to resign, the Board may cancel this Contract, with cause, by a majority vote of a quorum of the Board taken at public meeting. If the Contract is cancelled or the Superintendent resigns under this subparagraph, the above-described severance pay shall be paid within 60 days after termination of the Superintendent's employment to the Superintendent's 401(a) plan account up to the applicable limits, then to the Superintendent's 403(b) plan account up to the applicable limits, then to the Superintendent's 457(b) plan account up to the applicable limits. Any amount of severance pay that cannot be contributed to the 401(a), 403(b) and/or 457(b) plan due to the applicable limits shall be paid directly to the Superintendent in a single lump sum within 60 days after the Superintendent's termination of employment, subject to all applicable withholdings. Such amount shall not exceed the amount as set forth in Indiana Code § 20-28-8-6(b)(2).

c. Waiver of Rights to Due Process and Breach of Contract Remedies

Except as provided in paragraph 5 of this Contract, the parties agree that the provisions of paragraph 7(a) and (b) of this Contract shall be the sole and exclusive means of canceling this Contract or obtaining a legal or equitable remedy for a breach of this Contract.

Except as provided in paragraph 5 of this Contract, in exchange for the agreement to this provision by the other party, the Board and Superintendent waive the application of the termination and non-renewal provisions in Indiana Code 20-28-8-7 and 20-28-8-8, including the hearing requirement under Indiana Code 20-28-8-7, the application of any other procedural requirement or substantive standard imposed by state or federal law, and any action for damages or equitable relief arising out of the cancellation of this Contract except as is necessary to enforce this paragraph of this Contract.

8. Defense and Indemnification for Acts as Superintendent

The Board agrees to provide the Superintendent with legal counsel selected and paid for by the Board and to defend and indemnify and hold the Superintendent harmless for all claims, demands and judgments arising out of the performance of the duties set out in paragraph 3 of this Contract to the fullest extent permitted by law. However, the School Corporation's defense and indemnification of the Superintendent shall not apply to any demand, claim or action brought by the Superintendent, including but not limited to demands, claims or actions against the School Corporation. The School Corporation's duty under this provision of the Contract shall extend beyond the term of this Contract.

9. Entire Contract of Parties

This Contract contains all the agreed 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 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 one or more one-year or multi-year standard teacher contracts to implement the terms of this Contract. The parties further agree that to the extent of this Contract is inconsistent with the Superintendent's basic teacher contract replaces, 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 Public Records Law, Indiana Code 5-14-3, and Indiana Code 20-28-6-2 pertaining to teacher contracts generally.

11. Delay is Not a Waiver

No act or omission or failure or delay by the School Corporation in exercising any right, power or remedy under this Contract shall operate as a waiver of any such right, power or remedy or of any of the School Corporation's rights under this Contract. Superintendent acknowledges that every situation is unique and the School Corporation may need to respond differently to the actions by one employee than to the actions of another employee. Therefore, the failure of the School Corporation to enforce the same, similar, or different restrictions against another employee or to seek a different remedy shall not be construed as a waiver or estoppel to the enforcement of the Contract's restrictions against the Superintendent.

Agreed this _____ day of June, 2023.

Superintendent

Board of School Trustees

Amy Lore, President

Carey LaBella, Secretary

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