

## REGULAR TEACHER 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)

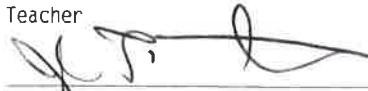
This regular teacher contract ("Contract") is by and between the governing body of the **MSD OF BOONE TOWNSHIP** ("Corporation") and JOHN T STEINHILBER ("Teacher"). JOHN T STEINHILBER is a teacher as defined in Ind. Code 20-18-2-22.

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 1, 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 **220.00** 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 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 **\$ 74,892.00** during the school year Ind. Code 20-28-6-2(a)(3)(C)
5. The Corporation shall pay this amount in **26.0** installments on a **biweekly** 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 5TH day of SEPTEMBER, 2019.

Teacher



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Attested:



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Superintendent

School Corporation by



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President



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Secretary

# REGULAR TEACHER 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 **MSD OF BOONE TOWNSHIP** ("Corporation") and JAMES R. MARTIN ("Teacher") JAMES R. MARTIN 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 1, 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 **220.00** 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 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 **\$ 83,289.00** during the school year. Ind. Code 20-28-6-2(a)(3)(C)
5. The Corporation shall pay this amount in **26.0** installments on a **biweekly** 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 5TH day of SEPTEMBER, 2019

Teacher

James R. Martin

Attested:

William Kuylen  
Superintendent

School Corporation by

David Molch  
President

[Signature]  
Secretary

# REGULAR TEACHER 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 MSD OF BOONE TOWNSHIP ("Corporation") and MATTHEW A BEAHM ("Teacher"). MATTHEW A BEAHM 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 1, 2020** and ending on **JUNE 30, 2022**. 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 **230.00** 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 **\$ 77,000.00** during the school year. Ind. Code 20-28-6-2(a)(3)(C)
5. The Corporation shall pay this amount in **26.0** installments on a **biweekly 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 5TH day of MAY, 2020.

Teacher

  
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Attested:

  
Superintendent

School Corporation by:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

MIDDLE SCHOOL PRINCIPAL RECEIVES MEDICAL/DENTAL \$1.00 PER YEAR, \$100,000 LIFE POLICY, VISION, LTD \$1.00 PER YEAR, 1% 401A CONTRIBUTION ANNUAL.

# REGULAR TEACHER 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 **MSD OF BOONE TOWNSHIP** ("Corporation") and AARON OWNEY ("Teacher"). AARON OWNEY 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 1, 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 **230.00** 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 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 **\$ 85,000.00** during the school year Ind. Code 20-28-6-2(a)(3)(C)
5. The Corporation shall pay this amount in **26.0** installments on a **biweekly 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 5TH day of SEPTEMBER, 2019

Teacher

A. Oney

Attested

Robert Kluge  
Superintendent

School Corporation by

David Wolchka

President

Justin Taylor  
Secretary

# REGULAR TEACHER 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 **MSD OF BOONE TOWNSHIP** ("Corporation") and JEFFERY BROOKS ("Teacher"). JEFFERY BROOKS 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 **AUGUST 1, 2020** and ending on **JUNE 30, 2022**. 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 **237.00** 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 **\$ 91,155.00** during the school year. Ind. Code 20-28-6-2(a)(3)(C)
5. The Corporation shall pay this amount in **26.0** installments on a **biweekly 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.

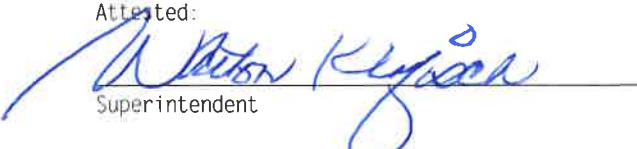
Agreed this 7TH day of JULY, 2020.

Teacher

School Corporation by:

Attested:

\_\_\_\_\_  
President

  
\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Secretary

CONTRACT 07/01/2021 - 06/30/2022 WILL BE FOR 260 DAYS AT \$100,000 PLUS ANY ADDITIONAL SALARY AS OUTLINED IN ADDENDUM.

Regular teacher contract updated August 2015

**METROPOLITAN SCHOOL DISTRICT OF BOONE TOWNSHIP  
SUPERINTENDENT’S CONTRACT OF EMPLOYMENT**

This Superintendent’s Contract of Employment (hereafter “Superintendent Contract”) supplements the basic teaching contract of Jeffrey Brooks as Superintendent by the Board of Trustees of the Metropolitan School District of Boone Township 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**

A. The parties to this Contract are the:

1. "Superintendent" meaning Jeffrey Brooks; and
2. "Board" meaning the Board of School Trustees acting as the governing body of the Metropolitan School District of Boone Township.

B. Definitions

1. “School Corporation” meaning the Metropolitan School District of Boone Township located in Porter County, Indiana.
2. 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 Metropolitan School District of Boone Township for the period beginning on August 1, 2020, and concluding on June 30, 2021 for the first year of the contract term, all subsequent years will have a contract term from July 1 until June 30 of the following year and subject to the terms of this Superintendent Contract.

The parties agree that the Superintendent shall provide services on two hundred sixty (260) days during each school year. (The first year of this contract, the 260 days will be prorated for eleven (11) months. The remainder of the days provided as a benefit will not be prorated. 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 Superintendent Contract. The two hundred sixty (260) work days shall include sick and personal leave days pursuant to Paragraph 5-C of this Superintendent Contract and any other paid leave

pursuant to Paragraph 5-E of this Superintendent Contract. The Superintendent shall devote the Superintendent's time, attention, and energy to the business of the District.

Pursuant to requirements paragraph 10 of this Superintendent Contract, upon a satisfactory evaluation of the Superintendent's performance for the 2020-2021 school term as Effective or Highly Effective, this supplemental contract and any Regular Teachers Contract will be extended another school year through June 30, 2024. Likewise, a satisfactory evaluation of Administrator's performance in subsequent years will result in a one-year extension of contract.

### **3. Duties of the Superintendent**

The Superintendent is responsible for and shall perform those functions as specified in the job description for the position for which the Superintendent is hereby employed, as such may be amended from time to time by the Board. The Superintendent shall be responsible to, and shall be subject to, the direct supervision and evaluation of the Board. The Superintendent is also responsible for complying with all directives of the Board which are authorized by official Board action. In addition, the Superintendent shall, during the term of this Contract, hold and maintain such state licenses and certifications as may be applicable or required, and shall devote his full working time to the performance of his duties as Superintendent. The Superintendent may use his paid leave or vacation days for consulting activities. He shall be entitled to retain any honoraria/fees paid in connection with such activities. If the Superintendent desires to engage in any other outside employment or consulting, then he agrees he will not do so without obtaining prior Board approval.

### **4. Evaluation of the Superintendent**

The Board will review the Superintendent's performance no less than annually each year. The evaluation instrument shall be in accordance with the requirements of I.C. 20-28-11.5-1 *et seq.* The evaluation shall be completed by the Board after June 30 of each employment year beginning after July 1, 2021, but no later than December 31. The Superintendent shall not receive any raise for the following year if his evaluation is designated as "Improvement Necessary" or "Ineffective" as defined in IC 20-28-11.5-4(c)(4). In the event a raise is not provided in any given year, then the base salary will remain the same and the anticipated designated amounts will be deferred an additional year(s) until such time the necessary evaluation rating is attained.

### **5. Salary & Benefits**

**A. Base Salary.** The Superintendent shall be paid an initial annualized base salary of One Hundred Thousand Dollars (\$100,000.00); however prorated for pays for eleven (11) months, which may be increased in future in accordance with the terms of this Contract. The Superintendent shall be paid in twenty-six (26) equal biweekly installments on a schedule fixed for all employees of the Corporation.

Beginning with the Superintendent's evaluation based on the 2020-2021 school year and each school year thereafter, if the overall rating of the evaluation for the Superintendent's evaluation is "Effective" or "Highly Effective," then the salary will be increased by 2% of the base salary. The increase will be effective July 1 of any given school year. There will be no salary increase as a result of an annual evaluation rating less than "Effective." The Superintendent will not be entitled to receive base salary increases granted to teachers pursuant to the teachers' collective bargaining agreement.

- B. Incentive Stipends.** Within thirty (30) days upon completion of earning an Educational Specialist Degree (Ed.S.), the Superintendent's base salary shall be increased an additional Five Thousand Dollars (\$5,000).

At the end of each contract year beginning after 2020-2021, the Superintendent will be eligible for a stipend bonus in the amount of Three Thousand Dollars \$3,000 per year based on the School Corporation obtaining or maintaining the highest accountability rating possible on district-wide accountability grade, rating or ranking. Any one-time performance incentive stipends awarded to the Superintendent during the term of this Contract will be paid in the form of a lump sum payment that will not become part of the Superintendent's annual base salary. The Superintendent can elect to have the stipend award(s) contributed into any benefit plan allowing employee contributions and offered by the School Corporation, including Health Saving Account ("HSA") contributions, 401(a), 403(b), or 457 Plan. The Superintendent will not be entitled to receive any one-time stipend payments that are paid to teachers pursuant to the teachers' collective bargaining agreement.

**C. Paid Leave**

1. Sick Leave. The Superintendent shall be entitled to twelve (12) days of sick leave annually. The Superintendent may accumulate up to a total of one hundred and eighty-three (183) sick leave days, which will be available to use during the Superintendent's employment.
2. Personal Leave. The Superintendent shall also be entitled to five (5) days of personal leave per year without loss of pay. Any unused personal leave days at the end of the school year will be added to the Superintendent's accumulated sick leave.
- b 3. Bereavement Leave. A bereavement leave extending for not more than seven (7) consecutive days shall be allowed immediately after the death of spouse, child, parent, grandparent, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandparent of spouse, or a person living in the same home as part of the family. These days will



not be deducted from the accumulated sick leave. Bereavement leave for any other relationship must be approved by the Board.

4. Sick Leave Days. The Superintendent retain current accumulated unused sick leave. Upon the Superintendent's termination of employment with the School Corporation (for any reason including retirement or resignation), the Superintendent shall not receive compensation for any unused and accumulated sick leave days.—
5. Vacation Days and Paid Holidays. The Superintendent shall receive twenty (20) calendar days of paid vacation annually exclusive of legal holidays as noted: New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following day, Christmas Eve and Christmas Day. The Superintendent's vacation days must be used within eighteen (18) months of receipt. Upon the Superintendent's termination of employment with the School Corporation (whether for retirement or any other reasons), the Superintendent shall not receive compensation for any unused and accumulated paid vacation days.

**D. Insurance**

1. Health Insurance. The Board shall provide hospitalization, major medical insurance, dental insurance, and vision insurance for the Superintendent and the members of the Superintendent's immediate family during the term of this contract in accordance with the plan provided for teachers.
2. Life Insurance. The Board shall provide life insurance for the Superintendent during the term of this contract in the amount of One Hundred Thousand Dollars (\$100,000.00).
3. Long-Term Disability Insurance. The Board shall further provide long term disability insurance during the term of the Superintendent Contract with a benefit percentage of sixty percent (60%) of the maximum coverage salary of Eight Thousand Five Hundred (\$8,500.00).

**E. Tax Sheltered/Deferred Annuity**

The Board shall pay a contribution in the amount of three (3%) percent of the Superintendent's base salary per year into the Superintendent's 401(a) account. The Superintendent shall be one hundred percent (100%) vested at time the contribution on behalf of the Superintendent.

## **F. ISTRF Employee Contribution**

In addition to the other considerations provided to the Superintendent by this paragraph of this Contract, the Board shall make all the contributions to the Indiana State Teachers' Retirement Fund ("TRF") on behalf of the Superintendent in accordance with his date of hire. The date of hire is when the Superintendent was assigned a TRF retirement number.

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.

## **G. Professional Activities**

1. Professional Dues and Membership Fees. The Board shall reimburse the Superintendent for actual expenses involved for reasonable and appropriate business and professional expenses approved by the Board each year of this Superintendent Contract. Appropriate expenses shall include the cost of membership and participation in state and national professional associations of educational administrators including Indiana Association of Public School Superintendents ("IAPSS") and Indiana Association of School Business Officials ("IASBO").
2. State and National Conferences. The Superintendent shall be encouraged to attend and participate in appropriate professional meetings and conferences at the local, state, national and university levels. Within budget constraints as approved by the Board, such costs and expenses of attendance shall be paid by the Board. The Superintendent will be provided with an appropriate credit card for business use to handle expenses incurred related to his attendance at professional meetings and conferences and for related business responsibilities serving in his role as Superintendent of Schools.

## **H. Mileage Reimbursement**

The Board agrees to reimburse the Superintendent for mileage incurred for School Corporation business upon the submission of a properly executed and documented mileage claim each school year of this contract. The federal mileage rate is determined by the IRS and is adjusted each year.

## **6. Cancellation of this Contract**

Contract Cancellation. The parties agree that the four alternative termination provisions set forth in this paragraph shall be the sole and exclusive means of cancelling the Superintendent of Schools Basic Contract and this Addendum (hereafter collectively referred to as the "Superintendent's Contracts") prior to their expiration date. Any of the following four alternatives (A, B, C, or D) may be utilized by the Board at the Board's sole discretion to terminate the Superintendent's Contracts before their expiration date:

- A. Termination Option 1:** The Board may cancel the Superintendent Contracts for cause in accordance with Indiana law. The Board may initiate cancellation for cause for one or more of the statutory reasons for cancellation of a teacher contract contained in IC 20-28-7.5-1(e); and that for purposes of this option, the following procedural requirements of IC 20-28-7.5-2 shall be amended and fulfilled by the Board as follows:
1. The Board, or a designated agent of the Board, shall provide the Superintendent written preliminary notice of its intent to cancel the Superintendent's Contract for cause;
  2. Upon receipt of the preliminary notice, the Superintendent shall be provided five (5) days to make a written request from the Board president for a meeting before any public Board meeting to vote on the termination;
  3. After timely notice is received by the Board, the Superintendent shall be provided with a private conference with the Board before the Board makes a final decision. The final decision must be in writing and must be made not more than thirty (30) days after the Board receives the Superintendent's request for the additional private conference.
  4. If the Superintendent timely requests a meeting with the Board, and if the Board would subsequently vote in a public meeting to approve the termination of the Superintendent's Contract, then the Board will issue written findings that one or more of the statutory reasons for cancellation of a teacher contract contained in IC 20-28-7.5-1(e) exist.
  5. Upon the Board voting to cancel the Superintendent's Contracts for cause, the Superintendent shall be entitled to no further pay or benefits under the Superintendent's Contracts.
- B. Termination Option 2:** The Board may elect to cancel the Superintendent's Contracts without cause by giving not less than a twelve (12) month advance written notice to the Superintendent. However, no such elective Board cancellation notice under this provision may be given to the Superintendent sooner than six (6) months following the commencement of the term of any newly elected school board member. If the Board elects to cancel the Superintendent's Contracts without cause pursuant to this provision, no compensation or benefits which accrue subsequent to the twelve (12) month anniversary of the date such written notice is given shall be owed the Superintendent. The School Corporation and the Superintendent may mutually agree to waive or shorten the notice period required for elective Board cancellation under this provision.

Upon receiving the Board cancellation notice set forth above, the Superintendent has thirty (30) days to request a conference with the Board. If the Superintendent requests a conference with the Board, then such request shall be submitted in writing to the Board President. Upon the Board President's receipt of the Superintendent's request for a conference, the Board shall hold a conference with the Superintendent within twenty (20) days unless the parties mutually agree otherwise.

If the Board cancels the Superintendent's Contracts pursuant to this provision, then the Superintendent shall submit his resignation as Superintendent and teacher effective on the cancellation date and the Board may accept such resignation at its next regularly scheduled meeting, or at a later occurring board meeting at the Board's discretion. The Superintendent and the Board will refer to the reason for such resignation as "philosophical differences" or such other description as the Board and Superintendent shall mutually agree.

If the Superintendent desires to request to the Board that his Superintendent's Contracts be cancelled, then the Superintendent must give the Board at least sixty (60) days written notice prior to the effective date when such cancellation would become effective.

**C. Termination Option 3:** If the Board would, in its sole discretion, desire to initiate cancellation of the Superintendent's Contracts without cause pursuant to this option, then it may do so by giving not less than 30 days advance written notice that it intends to cancel the Superintendent's Contracts without a finding of fault. Before cancelling the Superintendent's Contracts without cause under this provision, the Board must:

1. Provide written notice to the Superintendent that the Board is electing to cancel the Superintendent's Contract without cause.
2. Allow the Superintendent five (5) days to request a conference with the Board. If requested, then the Board shall afford the Superintendent an opportunity for a conference with the Board prior to cancelling the Superintendent's Contracts without cause. The purpose of the conference (if one is requested by the Superintendent) will be to provide the Superintendent with an opportunity to present information and reasons why cancellation is unwarranted, and an opportunity for the Board to reconsider whether or not cancellation is in the best interests of the School Corporation.
3. Following the conference with the Superintendent (if one was requested by the Superintendent), unless the Board has decided against cancelling the Superintendent's Contracts without cause, the Board will give the Superintendent an opportunity to resign.

4. After giving the Superintendent an opportunity to resign, the Board may cancel the Superintendent's Contracts without cause by a majority vote of the Board taken at a public meeting.
5. If the Board cancels the Superintendent's Contracts without cause pursuant to the provisions set forth herein, then the Board will pay to the Superintendent separation pay in an amount equal to twelve (12) months of base salary and provide health insurance benefits as is currently in effect under this contract for the twelve (12) month period or until the Superintendent secures subsequent employment wherein health insurance benefits are offered. The Superintendent shall be entitled to no further contractual salary or benefits upon cancellation of the contract.

**D. Termination Option 4:** The School Board receives written notice from the Division of Professional Standards that the Superintendent no longer holds a license required for the position of Superintendent of Schools from the Division of Professional Standards of the Indiana Department of Education or receives a certified copy of a court document indicating that the Superintendent was convicted of a crime. In the event one of these circumstances would occur, the Board may terminate the Superintendent's Contracts immediately upon providing written notice to the Superintendent. The Superintendent agrees that he waives all statutory and constitutional due process procedures that he would otherwise be entitled to receive by law in the event the Board has to terminate the Superintendent's Contracts pursuant to this provision.

## **7. 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 within the scope of his employment as set out in paragraph 3 of this Contract to the fullest extent permitted by law. The provisions of this paragraph exclude criminal conduct or any other conduct that is outside the scope of the Superintendent's duties.

## **8. 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 this Contract is inconsistent with the Superintendent's basic teacher contract it replaces, the terms of this Contract shall control.

**9. 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.

**9. Contract Duration**

The parties agree that on each July 1 after 2021, this Superintendent Contract shall automatically be extended on the next day for one school year, i.e. on July 1, unless: 1) the Superintendent's annual performance results provided before January 1 yield a "Improvement Necessary" or "Ineffective" rating; and/or 2) if a party gives the other party written notice on or before that preceding January 1 that the party does not agree to the automatic extension of this Superintendent Contract. The parties agree that the operation of this paragraph shall result in a continuous three (3) year contract unless written notice is provided. All provisions other than the length of this Superintendent Contract shall remain the same upon extension by operation of this paragraph unless the parties specifically agree in writing to the mediation of a term in addition to the mediation of the length of this Superintendent Contract.

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IN WITNESS WHEREOF, we hereunto set our hands and seals this 14<sup>th</sup> day of July, 2020.


Superintendent

  
\_\_\_\_\_  
Jeffrey J. Brooks

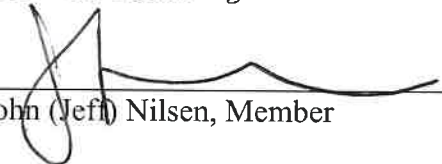
Board of School Trustees

  
\_\_\_\_\_  
Gerald Michalak, President

  
\_\_\_\_\_  
David J. Molchan, Vice-President

  
\_\_\_\_\_  
Keith P. Buchanan, Secretary

  
\_\_\_\_\_  
Thomas G. Fry, Member  
Keith J. Cunningham

  
\_\_\_\_\_  
John (Jeff) Nilsen, Member