

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This Contract is entered into by and between the **School City of Whiting, Indiana**, a duly organized school corporation, (hereinafter referred to as the "School City") by its Board of School Trustees (hereinafter referred to as the "School Board") and _____, a duly licensed and certified teacher and superintendent, (hereinafter referred to as the "Superintendent"). This Contract (hereinafter referred to as the "Contract") alters the basic teacher contract for the employment of _____ as Superintendent by the Board of Trustees for the School City of Whiting.

That the **School Board**, and _____ (hereinafter collectively referred to as the "Parties") agree to the following terms and conditions of employment:

1. EMPLOYMENT OF SUPERINTENDENT AND TERM OF EMPLOYMENT - The School Board agrees to employ the Superintendent and the Superintendent agrees to be employed by the School City as the chief executive officer and chief school administrator of the School City of Whiting for an initial period beginning on May 8, 2025 and concluding on May 7, 2028 subject to the terms and conditions of this Contract. The Parties acknowledge and agree that the Contract term shall be subject to the termination provisions of Paragraph __, Contract Cancellation.

The Parties agree that the Superintendent shall provide services on two hundred sixty (260) days during each school year and a proportionate number of work days in each partial school year of employment. The Superintendent's two hundred sixty (260) scheduled work days shall include vacation days, sick leave days, and any other leave granted pursuant to this Contract. The Superintendent will be entitled to all district wide School Corporation observed holidays/vacation days. For purposes of this Contract, a "School Year" is defined as a period beginning on July 1st of one calendar year and concluding on June 30th of the following calendar year.

2. DUTIES OF THE SUPERINTENDENT - The Superintendent represents and warrants that the Superintendent possesses the necessary expertise and experience to perform the duties and fulfill the obligations of a superintendent. In consideration of the obligations and commitments of the Parties, the Superintendent agrees to completely and faithfully serve the School City of Whiting as a Superintendent

during the term of the Contract, doing and performing the duties generally recognized as being the normal functions of a public school superintendent in the state of Indiana and as enumerated in School Board policy. The Superintendent agrees to perform at a professional level of competency as required by this Contract, the law, and the policies of the School Board. The Superintendent shall execute all duties and responsibilities as established for the Superintendent by the School Board.

The Superintendent represents and warrants that the Superintendent holds a valid Indiana superintendent's license. The superintendent maintain this license in good standing throughout the term of this Contract. Should this license be revoked become invalid this Contract shall automatically be terminated without further notice or hearing.

The Parties further agree that the duties performed by the Superintendent pursuant to this Contract are unique to this position of Superintendent for the School City and the Superintendent will therefore not be transferred or reassigned by the School Board to another position without the Superintendent's written consent which shall not be reasonably delayed or withheld.

The Superintendent agrees at all times while employed pursuant to this contract to fully meet the minimum qualification for the position of a Superintendent as required by law. The Superintendent shall execute the responsibility of the position of Superintendent by following and applying at all times the highest professional ethical guidelines and standards.

The Superintendent is generally expected to devote full attention to the duties with the School City, but the Superintendent may undertake consulting work, speaking engagements, writing, lecturing or other professional duties and obligations provided that such activities do not interfere or conflict with meeting the responsibilities as a Superintendent. The Superintendent shall notify the School Board or its designee prior to the performance of these activities that involve attention during normal working hours. The Superintendent shall provide notice to the School Board of all other such activities preventing full attention to the duties of superintendent. If outside activities take place during normal working hours, the Superintendent may keep the compensation for such activities provided the Superintendent is using

vacation or personal leave day; otherwise, any fees earned shall be assigned to and transferred to the School City.

3. **LICENSING** - The Superintendent is the holder of an current and valid Indiana Superintendent's License, and the Superintendent shall take any and all necessary action to maintain and keep this license current and in good standing during this Contract. It is understood and agreed that maintaining and keeping the Indiana Superintendent License, current and in good standing is a prerequisite and continuing requirement for this Contract. The Superintendent agrees that at all times while he is employed pursuant to this Contract he will fully meet the minimum qualifications for the position of Superintendent, which include maintaining the license from the State of Indiana required for the position of Superintendent.

4. **EVALUATION OF THE SUPERINTENDENT** - The School Board of the School City will review the Superintendents 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.*. A cumulative evaluation will be completed based on performance for each school year ending June 30th with the first evaluation occurring after June 30th 2026. Upon completion of the cumulative evaluation after June 30, 2026 any base increase shall become effective. The Superintendent shall not receive any raise for the following year if his evaluation is designated as "Improvement Necessary" or "Ineffective." 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 and additional year(s) until such time an improved evaluation is received.

5. **SALARY AND BENEFITS** - The School Board, in its discretion, may add base salary increases or stipends to the Superintendents to the Superintendent's benefits provided said benefits are aligned to the needs of the School Board and the Superintendent's evaluation goals. Nothing in this Contract shall require the School Board in any school year to grant a base salary increase or a one time performance pay stipend to the Superintendent. As consideration for the performance of the duties and meeting the qualifications established by this Contract, the School Board agrees that the Superintendent shall receive the following:

a. Base Salary.

For the initial period of May 15, 2025 - June 30, 2026, the Superintendent shall be paid an initial annual base salary of One Hundred Forty-Three Thousand Dollars and N0/Cents (\$143,000.00), which may be increased in future years in accordance with the terms of this Contract. The Superintendent will be paid in installments on a schedule fixed for all employees of the board.

The Parties further understand and agree that the Superintendent will be commencing his employment with the School City promptly after the execution of this Contract and agree that the Superintendent shall be paid at a pro rata rate of his annual salary during the period from the date the Superintendent commences employment until June 30, 2025.

Beginning with the Superintendent's evaluation based on the 2025-26 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 Superintendent shall be entitled to a raise. The amount of the increase shall be Three Thousand Dollars (\$3000 per year if the Superintendent's evaluation is "effective" or Five Thousand Dollars (\$5000) per year if the evaluation is "highly effective." Increases in base salary by operation of this paragraph 2(a) shall be approved by the School Board retroactive to the beginning of the School Year (July 1) for which the increase is applicable, shall not constitute an amendment to this Contract and shall become a part hereof, but shall not be considered a new agreement or an extension of the Contract. In the event the school system cannot provide a raise or or a step increase to employees through the collective bargaining process, the School Board, within in its discretion, can convert a base increase to a stipend and/or reduce and/or determine to forego any raise for that year. There will be no salary increase because of an annual evaluation rating less than "effective" rating. The Superintendent will not be entitled to receive base salary increases granted to teachers pursuant to the Master Teachers Contract.

b. Vacation Leave.

In each school year, the Superintendent shall be granted paid (20) vacation days. District-wide school holidays identified in the school calendar are not required working days for the Superintendent and are not counted towards the vacation day allocation. Vacation day shall not accumulate from year to year but must be used not later than six months after the school year in which the vacation days were allotted. Unused vacation days from the previous contracted school year will be annually converted to a contribution into the Superintendent's annuity or 403(b) at the rate of 50% of daily rate of base salary when earned; the payment shall not be paid as a base salary increase.

c. Personal Leave Days.

In each school year, the Superintendent shall receive no less than three (3) personal business days. If there are any remaining personal business days at the end of the benefit year, one day may be retained for use in the following year and the remaining days will be forfeited.

d. Sick Leave.

In each school year, the Superintendent shall be annually granted 13 sick leave days for personal illness. Sick leave days earned by the Superintendent while employed at the School City shall accumulate from year to year if unused.

The Superintendent will be eligible to have up to 100 sick days from his prior school district transferred in a lump amount provided documentation is provided from the prior district. The transferred sick leave days will be immediately placed in a Catastrophic Sick Leave Bank ("Catastrophic Sick Leave Bank") for the Superintendent. The sick leave days in the Superintendent's Catastrophic Sick Leave Bank may be used by the Superintendent for personal illness or family illness in the event the Superintendent would exhaust all sick leave days in his Sick Leave Bank. The Superintendent's transferred sick leave days in his Catastrophic Sick Leave Bank are not intended as deferred compensation and shall have no cash value at the end of employment with the School City.

e. Bereavement Leave.

A bereavement leave extending for not more than seven (7) consecutive days shall be allowed immediately after the death of an immediate family member. Bereavement leave for any other relationship must be approved by the School Board.

f. Paid And Unpaid Leave.

In each school year, the Superintendent shall be granted any paid and/or unpaid leave that is required by state or federal law. The Superintendent shall also be granted any paid and/or unpaid leave that is authorized by the School Board's policies then enforce for its administrative staff including the School City's recognized legal holidays each school year.

g. Health, Vision And Dental Insurance.

The School Board shall offer health insurance participation options consistent with the School City's health insurance plan benefits provided to teachers. Said health insurance shall include the Superintendent's choice of single or family health plan options as well as options for dental and vision insurance.

h. Term Life Insurance.

The School Board will provide to the Superintendent a term life insurance policy in an amount of Two Hundred Thousand Dollars (\$200,000) at no additional cost for the Superintendent. The Superintendent shall pay the cost of any additional available riders such as AD&D.

i. Long Term Disability Insurance.

The Superintendent may participate in the School City's long term disability plan under the same terms and conditions as provided to other employee groups.

j. ISTRF Employee Contribution.

The School Board will make any contribution to the Indiana State Teacher's Retirement Fund that would otherwise be required to be paid by the Superintendent.

All payments to the Superintendent coming within the definition of "annual compensation" as defined by I.C. 5-10.2- 4-3(d) as of the Effective Date shall be included in the

Superintendent's compensation reported to the Indiana Public Retirement System ("INPRS") for purposes of the calculation of the Superintendent's "average annual compensation" as defined in I.C. 5-10.2- 4-3(b) as of the Effective Date.

k. Tax Sheltered Annuity.

The School Board will contribute annually to the Superintendent's tax sheltered annuity plan an amount equivalent to Five Thousand Dollars (\$5000) per year. The Superintendent will become vested in the tax sheltered annuities upon employment.

l. Automobile Allowance.

For all travel in excess of the city limits of Whiting, Indiana, the Superintendent shall be provided reimbursement for mileage at the current IRS mileage rate. The Superintendent shall provide documentation regarding the same consistent with IRS standards and School Board protocols. Such allowance is taxable income to the Superintendent and shall be considered as such for purposes of TRF.

m. Business And Professional Expenses.

The School Board agrees to pay all reasonable expenses such as dues, travel, and other related expenses (which are approved in the sole discretion of the School Board) for the Superintendent to attend state and national conferences to enhance his professional skills and knowledge, provided the Superintendent receives advanced approval from the School Board to attend such conference(s). The School Board agrees to pay for institutional memberships for professional organizations or membership fees for professional organizations that the Superintendent desires to join (e.g., IAPSS, AASA, IASBO) provided the Superintendent receives advance approval from the School Board prior to joining such professional organization(s).

n. Technology Stipend.

The Superintendent will maintain a cellular phone with e-mail capabilities for business purposes. The School Board shall pay a stipend to the Superintendent in the amount of One Hundred Dollars (\$100) per month for the Superintendent's cell phone expenses, internet, "hot-spot" and other technology costs related to remote working.

o. Mentoring Support

The Board agrees to provide and pay for mentoring services of a qualified superintendent mentor chosen by the Superintendent for the first two years of this Contract with agreement by the Board. Said mentoring services may be continued into the third year by mutual agreement between the Board and Superintendent.

p. Other Benefits.

The Superintendent may receive all other benefits established by the School Board for all other administrative and certified employees of the School City provided such benefits are consistent with the terms of this Contract and are specifically approved by the School Board for the Superintendent.

6. Defense And Indemnification - The School Board agrees to provide the Superintendent with legal counsel selected and paid for by the School 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 No. 2 above of this Contract to the fullest extent permitted by law. In no case will individual trustees of the School Board be considered personally liable for indemnifying the Superintendent against any demands, claims, suits, actions, and legal proceedings. The provisions of this paragraph shall exclude any activity of the Superintendent that is found to be a wanton and willful misconduct on the part of the Superintendent. The provisions of this paragraph shall further exclude criminal conduct, malfeasance in employment, all conduct that is outside the scope of the Superintendent's duties, any litigation in which the Superintendent is an adverse party to the School Board,

and all liabilities, costs and/or damages that are predicated on, or arise out of bad faith on the part of the Superintendent.

7. Termination and Contract Cancellation -

The parties agree that the three alternative termination provisions set forth in this paragraph shall be the sole and exclusive means of cancelling the Superintendent of Schools Basic Teacher's Contract and this Contract (hereafter collectively referred to as the "Superintendent's Contracts") prior to their expiration date. Any of the following three alternatives (1, 2, 3 or 4) 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:

- (i) initiates 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
- (ii) gives the Superintendent written notice of its intent to cancel the Superintendent's Contracts for cause and provides the Superintendent the opportunity to have a hearing before the Board in an official executive session at least ten (10) days before the Board meets in a public meeting to vote on the termination.
- (iii) If the Superintendent requests a hearing with the Board under paragraph (a)(ii) herein, and if the Board would subsequently vote in a public meeting to approve the termination of the Superintendent's Contracts, 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.

(b) Termination Option 2--The School Board receives written notice from the

Division of Professional Standards that the Superintendent no longer holds a license 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.

- (c) Termination Option 3 – To effectuate an immediate severance of employment, the School Board shall pay an amount to be determined through negotiations with the Superintendent an amount not greater than the lesser of the Superintendent's current base salary for one year or two hundred-fifty dollars (\$250,000) or an amount otherwise permitted by law.
- (d) Termination Option 4 - 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.

8. **Entire Agreement** - This Contract incorporates by reference a "Regular Teacher's Contract", which is attached hereto, marked for identification as Exhibit A and made a part of this Agreement between the Parties by reference. The Regular Teacher's Contract, which is identified as Exhibit A and this Contract, which is identified as Exhibit B, constitute the entire agreement between the Parties, and this Contract cannot be amended, changed or modified except upon written agreement executed by all Parties.

This contract contains all the agreed terms of employment of the Superintendent by the School Board. If required for purposes of compliance with a standard or request by 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 teachers 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, the terms of this Contract shall control. For purposes of the construction and interpretation of this Contract, both Parties participated in the drafting of this Contract and neither Party shall be considered the drafter of this Contract or any particular language contained in this contract.

9. **Contract as a Public Record** - The Parties agree that this Contract is a public record under the Indiana Public Records Law, I.C. 5-14-3, and I.C. 20-28-6-2 pertaining to teacher contracts generally.

10. **Modification and Separability** - The terms of this Contract cannot be changed, modified or terminated orally, but only in writing. This Contract constitutes the entire understanding and agreement between the Parties with respect to the subject matter of this Contract. If any portion or portions of this Contract shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties.

11. **Governing Law** - This Contract is governed by the laws of the State of Indiana and shall be subject to the provisions of any applicable Indiana state law concerning the terms and conditions of an employment contract between a public school and its superintendent.

AGREED THIS DAY OF _____ MAY 2025.

SCHOOL CITY OF WHITING
BOARD OF SCHOOL TRUSTEES

SUPERINTENDENT

By: _____
JONATHAN TOTH, PRESIDENT
Board Of School Trustees

Superintendent of Schools

By: _____

CHRISTOPHER DAVENPORT, VICE-PRESIDENT
Board Of School Trustees

By: _____
PATTI HERBST, SECRETARY
Board of School Trustees

By: _____
THOMAS EHRLICH, MEMBER
Board of School Trustees

By: _____
RENA MINDAS, MEMBER
Board of School Trustees