

JUN 23 2022

SCHOOL CITY OF EAST CHICAGO

**REGULAR TEACHER CONTRACT**

*Prescribed pursuant to IC 20-28-6-3 as the regular and uniform contract for the employment of teachers pursuant to IC 20-28-6-4(b)*

This Regular Teacher Contract ("Contract") is by and between the governing body of the School City of East Chicago ("Corporation") and Dr. Javier Abrego ("Teacher"). Dr. Javier Abrego is a teacher as defined in IC 20-18-2-22

In exchange for the Teacher's services described below, the Corporation and the Teacher agree that:

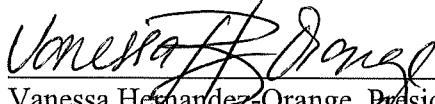
1. The Teacher shall teach in the schools of the Corporation for the school term, beginning July 1, 2022 and ending on June 30, 2023. IC 20-28-6-2(a)(3)(A). The parties have agreed that the Teacher will begin early, on June 23, 2022, and be paid on a daily stipend calculated using the Teacher's total base annual salary for the period of June 23, 2022 through June 30, 2022.
2. The school term described in Paragraph 1 immediately above for services under this Contract consists of 240 days. IC 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 0 hours. IC 20-28-6-2(a)(3)(E).
4. The Corporation shall pay the Teacher for services under this Contract, and the accompanying Contract Addendum, the total base annual salary of \$150,000.00. IC 20-28-6-2(a)(3)(C). Should the Teacher/Superintendent cease to serve as the Corporation's Superintendent during the term of this Contract, his compensation will be adjusted to the appropriate level, depending upon the position that he fills (i.e., teacher, principal, or administrator).
5. The Corporation shall pay this amount in 24 equal installments on a bi-weekly basis. IC 20-28-6-2(a)(3)(D); IC 20-28-6-5(1).
6. This Contract may be cancelled during its term for any of the grounds set forth in IC 20-28-7.5-1(e) pursuant to the procedures set forth in IC 20-28-7.5-2 and IC 20-28-7.5-3.
7. This Contract is a public record pursuant to IC 20-28-6-2(d) and IC 5-14-3.


Agreed this 23<sup>rd</sup> day of June, 2022.

TEACHER

  
\_\_\_\_\_  
Dr Javier Abrego

SCHOOL CORPORATION

  
\_\_\_\_\_  
Vanessa Hernandez-Orange, President

  
\_\_\_\_\_  
Anton Williams, Secretary

Attested:

  
\_\_\_\_\_  
Diane Smith, Vice President

BOARD APPROVED  
JUN 23 2022  
SCHOOL CITY OF EAST CHICAGO

**Addendum to Regular Teacher's Contract: Superintendent's Contract of Employment**

This Addendum made and entered into this 23<sup>rd</sup> day of June, 2022, by and between the School City of East Chicago ("Corporation") and Dr. Javier Abrego ("Superintendent") replaces any previous addendum and supersedes any Regular Teacher's Contract language contrary to the provisions and language contained in this Addendum.

The Corporation and the Superintendent hereby mutually agree to the following terms which shall supplement the terms set forth in the Regular Teacher's Contract executed on the 23<sup>rd</sup> day of June, 2022, by the Corporation and the Superintendent.

1. The term of this Contract is for the period beginning on July 1, 2022 through June 30, 2025 or, earlier if terminated pursuant to Paragraph 15 or 16 of this Contract Addendum. The Parties understand and agree that the Superintendent will begin work early, on June 23, 2022, and be paid on a daily stipend calculated using the Superintendent's total base annual salary for the period of June 23, 2022 through June 30, 2022. Effective on June 23, 2022, the Superintendent will have the full authority of the position and, as such, agrees to be bound by the terms and conditions of this Addendum during the early start period of June 23, 2022 through June 30, 2022 and thereafter through the termination of the Contract.
2. The Corporation shall pay the Superintendent an annual base salary of \$150,000.00. The annual base salary paid to the Superintendent shall increase annually at the rate of 5% each year.
3. In addition to the annual base salary, the Superintendent can earn a performance bonus of \$5,000.00 annually for any combination of two (2) of the criteria listed below:
  - a. Each school within the district that improves an entire letter grade under Indiana's A through F grading system. (*see attachment*) The total amount paid by the Corporation to the Superintendent in performance bonuses shall not exceed \$30,000.00 annually;
  - b. Each school within the district that sees a set annual percentage increase in growth (*to be determined by Superintendent and Corporation within 30 days of the execution of this Agreement*);
  - c. Conducting a minimum of three (3) monthly community engagement activities during each year of the Agreement.
4. The Corporation shall also pay the Superintendent an annual deferred compensation in the amount of Ten Thousand Dollars (\$10,000.00). This deferred compensation shall be made payable to a tax-deferred annuity pursuant to the direction of the Superintendent and, consistent with the requirements of the Internal Revenue Service. Any annual contribution should be prorated in the event the Contract is terminated early.
5. In light of the unique nature of the professional duties of the Superintendent of Schools, the Corporation shall pay the Superintendent \$500.00 per month as compensation for his business use of an automobile. The compensation for his business use of an

automobile shall be paid on a monthly basis. The automobile shall be owned, maintained and insured for business use by the Superintendent at his expense. For periods less than one (1) month, the amounts in section five (5) shall be prorated.

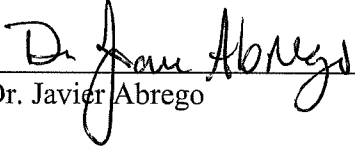
6. Superintendent will be reimbursed for any reasonable moving expenses associated with the Superintendent's relocation in an amount not to exceed Three Thousand Dollars (\$3,000.00).
7. The Corporation shall pay the insurance premiums for One Hundred Fifty Thousand Dollars (\$150,000.00) of term life insurance for the Superintendent.
8. The Superintendent shall receive twenty (20) days paid vacation annually during each year of the Contract. Said vacation time is exclusive of all legal holidays recognized by the Corporation.
9. The Superintendent shall receive twelve (12) days of sick leave annually during each year of the Contract and may sell back any unused days in a manner consistent with the terms contained in the School City of East Chicago's Administrative Handbook adopted by the Board of School Trustees and the same is incorporated into this Contract Addendum, in its entirety, by this reference
10. In light of the unique nature of the professional duties of the Superintendent of Schools, the Corporation shall, at its expense, provide for the Superintendent a complete annual medical examination
11. The Superintendent shall be afforded a reasonable amount of professional development opportunities and memberships in appropriate professional organizations/associations, at the Corporation's expense and subject to approval to the Board of Trustees.
12. Unless provided otherwise herein, the Superintendent shall be entitled to all of the fringe benefits contained in the School City of East Chicago's Administrative Handbook adopted by the Board of School Trustees and the same is incorporated into this Contract Addendum, in its entirety, by this reference.
13. The Superintendent agrees that at all times while he is employed pursuant to this Contract and its Addendum, he will fully meet the minimum qualifications for the position of Superintendent and will maintain a Superintendent license from the State of Indiana.
14. The Corporation agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity or in his official capacity as agent and employee of the Corporation, provided the incident arose while Superintendent was acting within the scope of his employment except that, in no case, will individual Board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions and legal proceedings. The above indemnification shall not apply to any activity of the Superintendent that is found to be wanton and/or willful misconduct or illegal on the part of the Superintendent.

15. The Superintendent's employment contract may be terminated on the following dates and under the following conditions:
- (a) On any date if the Board of School Trustees and the Superintendent mutually consent;
  - (b) Before the expiration date set forth in the Contract, if the Board of School Trustees terminates the contract:
    - (i) For cause under a statute that sets forth causes for dismissal of teachers, if the Superintendent is licensed under IC 20-28-5; or
    - (ii) For immorality, misconduct in office, incompetency, willful neglect of duty or if the Superintendent is not licensed under IC 20-28-5
  - (c) On the expiration date set forth in the contract.
16. The parties also agree that this Contract may be terminated at any time by either Superintendent or the Board, with or without cause, by giving written notice of termination to the other party at least thirty (30) calendar days prior to the termination date. Notice of Termination shall be delivered to the President of the School Board at 1401 East 144<sup>th</sup> Street, East Chicago, IN 46312, or at such other address at which the Administration Building is located at the time of the notice. Notice to the Superintendent shall be delivered to 22 Roberts Lane, Cadiz, KY 42211.
17. Consistent with I.C. 20-28-11.5, within ninety (90) days of the execution of this Contract, the Corporation will establish written goals and annual evaluation criteria. The Superintendent will be evaluated not less than one (1) time per year. Evaluations can be more frequent, but must be consistent with the written criteria established within 90 days of Contract execution.
18. If, during the terms of this Contract, it is determined by a court of law that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

IN WITNESS WHEREOF, the Corporation has caused this employment contract consisting of the Regular Teachers Contract and its Addendum to be approved on its behalf of a duly authorized officer, and the Superintendent has approved this employment contract effective on the day and year specified in Paragraph 1 above


Date. June 23, 2022

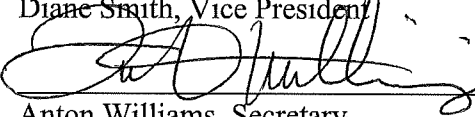
SUPERINTENDENT

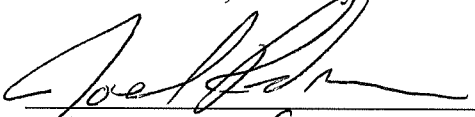
  
\_\_\_\_\_  
Dr. Javier Abrego

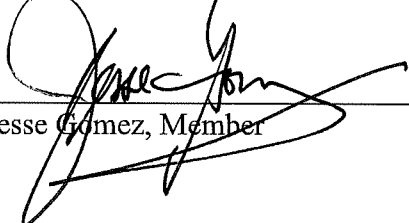
SCHOOL CORPORATION

  
\_\_\_\_\_  
Vanessa Hernandez-Orange, President

  
\_\_\_\_\_  
Diane Smith, Vice President

  
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Anton Williams, Secretary

  
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Joel Rodriguez, Member

  
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Jesse Gomez, Member

BOARD APPROVED

JUN 23 2022

SCHOOL CITY OF EAST CHICAGO