

BOARD APPROVED

JUL 01 2024

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. Stephen Bournés ("Teacher"). Dr. Stephen Bournés 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:

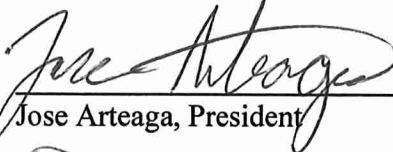

1. The Teacher shall teach in the schools of the Corporation for the school term, beginning July 1, 2024 and ending on June 30, 2027. IC 20-28-6-2(a)(3)(A).
2. The school term described in Paragraph 1 immediately above for services under this Contract consists of 240 days. IC 20-28-6-2(a)(3)(B).
3. The 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 \$195,000.00. 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 1st day of July, 2024.

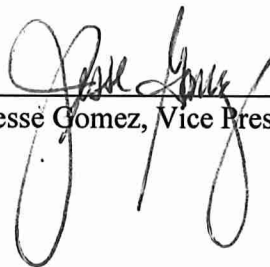
TEACHER


Dr. Stephen Bournés

SCHOOL CORPORATION


Jose Arteaga, President

Pattie Jo Gibson-King, Secretary

Attested:


Jesse Gomez, Vice President

BOARD APPROVED

JUL 01, 2024

SCHOOL CITY OF EAST CHICAGO

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

This Addendum made and entered into this 1st day of July, 2024, by and between the School City of East Chicago ("Corporation") and Dr. Stephen Bournés ("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 1st day of July, 2024, by the Corporation and the Superintendent.

1. The term of this Contract is for the period beginning on July 1, 2024 through June 30, 2027 or, earlier if terminated pursuant to Paragraph 18 or 19 of this Contract Addendum. In the event that this Contract is not terminated before the specified expiration date, the Board and the Superintendent shall meet and confer by June 30 of the preceding year before the Contract is set to expire to discuss the extension of this pursuant to I.C.20-28-8-7(3) and I.C.20-28-8-7(4).
2. The Superintendent shall be the Chief Executive Officer ("CEO") of the Corporation. As CEO, the Superintendent shall have charge of the Corporation pursuant to the general powers, duties and responsibilities in I.C. 20-26-5-4.5 and the policies and regulations of the Indiana State Department of Education and of the Board of the Corporation. Without the written consent of the Superintendent, the Board shall not reassign the Superintendent to another position in the Corporation nor shall it reassign his duties to other employees of the Corporation. The Superintendent may engage in professional speaking, writing or consulting, with or without honorarium, as long as such professional speaking, writing, teaching or consulting do not interfere with the Superintendent carrying out his duties pursuant to this Contract. If the Superintendent receives honorarium for such activities, the Superintendent shall take vacation or personal leave.
3. The Corporation shall pay the Superintendent an annual base salary of \$195,000.00. The annual base salary paid to the Superintendent shall increase annually at the rate of 2.5% each year.
4. Consistent with I.C. 20-28-11.5, no later than August 15th of each year of this Contract, the Board and Superintendent shall meet to discuss and agree on achievable and measurable goals and an evaluation instrument to be used to evaluate the Superintendent. No later than June 15th of each year of this Contract, the Board shall evaluate the Superintendent based on the agreed-upon goals and duties provided for in the Contract and using the agreed-upon evaluation instrument. No later than 30 days prior to the Superintendent's annual evaluation, the Superintendent shall provide the Board a self-appraisal using the agreed-upon instrument and the Board shall take this self-appraisal into consideration in conducting the Superintendent's annual evaluation. The Superintendent's annual evaluation shall be confidential. The Board and the Superintendent may meet mid-year for an informal assessment of the Superintendent's

progress in meeting the agreed-upon goals and the performance of the Superintendent in carrying out his duties in this Addendum.

5. In addition to the annual base salary, the Superintendent can earn performance bonuses in an amount not to exceed \$20,000.00 annually for achievement based upon the criteria listed below (*all to be determined at the annual performance review*):
 - a. District enrollment increases by at least ten percent (10%) – bonus range (\$0 - \$5,000);
 - b. Academic improvement (*i.e., literacy, curriculum development, graduation rates, etc.*) – bonus range (\$0 - \$10,000); and
 - c. Teacher retention – bonus range (\$0 - \$5,000).

The Board shall make a determination regarding the Superintendent's achievement of the criteria for the performance bonus and the amount of any performance bonus no later than June 15th of each year of this Contract and any performance bonus shall be paid to the Superintendent no later than June 30th of each year of this Contract.

6. The Corporation shall also pay the Superintendent an annual deferred compensation in the amount of five percent (5%) of his annual salary. This deferred compensation shall be made payable monthly 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.
7. 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.
8. Superintendent will be reimbursed for any reasonable moving expenses associated with the Superintendent's relocation in an amount not to exceed Five Thousand Dollars (\$5,000.00), subject to the Superintendent providing receipts for such moving expenses. Further, Superintendent will be paid a temporary housing stipend in an amount not to exceed Three Thousand Dollars (\$3,000.00), subject to the Superintendent providing receipts for temporary housing.
9. The Corporation shall pay the insurance premiums for One Hundred Ninety-Five Thousand Dollars (\$195,000.00) of term life insurance for the Superintendent.
10. 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. Further, by June 1st of each year, the Superintendent has the option to be paid out up to five (5) days of vacation at his per diem rate.

11. The Superintendent shall receive ten (10) 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.
12. The Superintendent shall be afforded a reasonable amount of professional development opportunities and memberships in appropriate professional and civic organizations/associations, at the Corporation's expense and subject to approval to the President of the Board of Trustees.
13. The Board shall reimburse the Superintendent for reasonable business expenses incurred in the performance of his duties under this Contract, subject to applicable Board policies. In addition, the Board shall reimburse the Superintendent mileage for travel outside of a 30-mile radius of the Corporation in accordance with Corporation's standard IRS rates.
14. The Board shall provide the Superintendent the technology necessary to carry out the duties of the Superintendent, including a smartphone, tablet, laptop, scanner/printer and any monthly charges associated with such technology. Upon termination of this Contract, all technology provided to the Superintendent shall be returned to the Corporation.
15. 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.
16. 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. The Superintendent warrants that he has applied for a Superintendent license from the State of Indiana and that, once the State of Indiana has issued such license, he will maintain a Superintendent license from the State of Indiana.
17. **Board/Superintendent Working Relationships and Communications:** No later than August 15th, the Board and the Superintendent shall meet to discuss and agree on the process and procedures for how they will communicate and work together. Annually thereafter, the Board and the Superintendent shall review the agreed-upon process and procedure for how they communicate and work together and shall agree to any necessary changes. In addition, the Board, individually and collectively, shall bring to the Superintendent's attention any material criticisms, concerns and suggestions for his review, study and resolution, if necessary.
18. 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.

19. The Superintendent's employment Contract Addendum 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.

20. The parties also agree that this Contract may be terminated at any time by 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 to the Superintendent shall be delivered to stephenb1911@att.net. If the Board terminates the Superintendent without cause, the Board shall pay the Superintendent one year's salary and health benefits.


The parties agree that the Superintendent may terminate this Contract by providing the Board with thirty (30) days written notice. Notice of Termination shall be delivered to the President of the School Board at 1401 East 144th Street, East Chicago, IN 46312, or at such other address at which the Administration Building is located at the time of the notice.

21. 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.

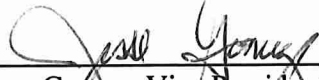
Date: July 1, 2024


SUPERINTENDENT



Dr. Stephen Bournés

SCHOOL CORPORATION


Jose Arteaga, President


Jesse Gomez, Vice President


Pattie Jo Gibson-King, Secretary


Joel Rodríguez, Member


Diane Smith, Member

BOARD APPROVED

JUL 01 2024

SCHOOL CITY OF EAST CHICAGO