

EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

This Employment Contract for Superintendent of Schools ("Contract") is made and entered into as of the date written below, by and between the Board of School Trustees for the School City of Mishawaka ("Board") and Dr. Theodore A. Stevens ("Superintendent"). By mutual consent of the parties and in the manner permitted by I.C. 20-28-8-6, this Contract shall be treated as and considered to be an addendum to the Regular Teacher's Contract for the employment of the Superintendent by the Board.

I. CONTRACT TERM AND GENERAL CONDITIONS OF EMPLOYMENT.

- A. The Board employs the Superintendent and the Superintendent agrees to be employed by the Board as the Chief Executive Officer of the School City of Mishawaka ("SCM") for a five (5) year term beginning on July 1, 2025, and concluding on June 30, 2030, subject to the terms of this Contract. Consistent with the terms of I.C. 20-28-8-6, this Contract is, and shall be treated as, an extension of the original employment contract entered into by the parties for the 2022-2023 school year.
- B. The parties agree that the Superintendent shall provide services to the Board on two hundred and sixty-one (261) days during each school year, such that the Superintendent will work a number of days equivalent to all other twelve (12) month administrators. These workdays shall be scheduled and worked by the Superintendent to ensure the full and competent performance of the duties established by the terms of this Contract. These workdays shall be inclusive of paid leave provided under the terms of this Contract.

II. DUTIES OF SUPERINTENDENT.

- A. The Superintendent agrees faithfully to perform the duties of the position of Superintendent of Schools as set forth in the job description applicable to this position, which is incorporated by reference as if fully set out herein and may be amended from time to time; to act as technical advisor to the Board and to ensure the Board is provided sufficient information regarding the school corporation's practices, policies, and any legal implications associated with items recommended for Board action; to keep the Board informed as to the operations of the school corporation; to administer the schools in accordance with the laws of the state of Indiana, as from time to time amended; and to administer, comply with, and faithfully and impartially enforce all other SCM Bylaws and Policies now or hereafter in force. The Superintendent's duties may be revised at any time by mutual agreement of the parties.
- B. Consistent with the relevant terms of Indiana law, the Board agrees to review the Superintendent's job performance at least once each year and to present the results of this review to the Superintendent in writing at a conference with the Board. The Superintendent's performance evaluation shall be in writing and completed by the Board not later than sixty (60) days following the end of the employment year for which his performance is being evaluated. The Board will use the superintendent's evaluation tool suggested by the Indiana School Boards Association, or such other evaluation form as is agreed to by the parties, for purposes of conducting this performance evaluation. As part of the evaluation process, the parties will agree on mutually acceptable annual goals and performance standards for the Superintendent.

- C. The Superintendent agrees that his duties as Superintendent represent full time employment and he will not accept outside employment, perform work as an independent contractor, or engage in any other business pursuit involving his personal services, absent the written permission of the Board.
- D. The Superintendent agrees that while he is employed by the Board under the terms of this Contract, he will fully meet the minimum qualifications in Indiana for the position of Superintendent, which include maintaining the license from the Office of Educator Licensing and Development in the Indiana Department of Education required for the position of Superintendent. A failure to maintain such a license shall result in the cancellation of this Contract pursuant to its terms.

III. **COMPENSATION AND BENEFITS.**

- A. **Annual Salary.** The Board will pay the Superintendent an annual salary of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00) for the 2025-2026 employment year, beginning July 1, 2025. At the beginning of each subsequent employment year during the term of this Contract, the Board will increase this annual salary in an amount equivalent to two percent (2%) of the base salary for the immediately preceding employment year. The Superintendent's employment year begins on July 1 of each year and ends on June 30 of the following year.
- B. **Annual Performance Incentive Pay.**
 - 1. The Board will pay to the Superintendent annual performance incentive pay in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) during the terms of this contract based upon the following weighted factors: (a) Evaluation as called for by the terms of this Contract – forty five percent (45%); Board Goals, Metrics, and Vision Initiatives mutually agreed to by the parties – forty-five percent (45%); and School Corporation Grade established by the Indiana Department of Education (IDOE) – ten percent (10%).
 - 2. To qualify for the annual performance incentive pay, the Superintendent must: (a) receive an overall evaluation rating equivalent to Highly Effective or Effective; and (b) meet or exceed all mutually established Board Goal, Metrics, and Vision Initiatives. As a further qualification factor, the school corporation must also receive an overall grade of A, B, or C.
 - 3. If IDOE does not issue a School Corporation Grade for any school year during the term of this Contract, the Superintendent shall qualify to receive ninety percent (90%) of the annual performance incentive pay based upon meeting the other performance benchmarks set forth above.
- C. **General Administrative Benefits.**
 - 1. The Superintendent, during the term of this Contract, shall receive all annual insurance and paid leave benefits approved by the Board for administrative employees, except as expressly otherwise provided by the terms of this Contract, including but not limited to group medical insurance, dental insurance, vision insurance, disability insurance, life insurance, family illness/sick days, paid holidays, paid vacation, leaves of absence, and personal leave, subject to applicable waiting periods, terms and conditions, and as amended from time to

time. The Board shall be responsible for paying any employee premiums associated with any group insurance policies.

2. The Board shall provide the Superintendent with twenty-five (25) days of annual paid vacation during the term of this Contract. Beginning on July 15, 2025, and by July 15th following the end of each subsequent employment year, the Board will compensate the Superintendent for any accrued, yet unused vacation days accumulated during the prior employment year, up to a maximum of ten (10) days. With respect to each employment year, the Board will calculate this payment based upon the Superintendent's then applicable per diem rate. Upon the Superintendent's receipt of this payment, the Board will reduce the Superintendent's bank of accumulated paid vacation days accordingly.
3. The Board, at its sole expense, shall provide the Superintendent, as the owner and insured, a term life insurance policy with a face value equal to Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

D. Retirement Contributions. In addition to the other compensation and benefits provided pursuant to the terms of this Contract, the Board shall provide the Superintendent with the following annual deferred compensation benefits:

1. The Board shall contribute to the Indiana State Teacher's Retirement Fund any amount that the Superintendent would otherwise be obligated to contribute.
2. The Board shall also make a contribution on behalf of the Superintendent to his Internal Revenue Code Section 401(a) account at the conclusion of each employment year. The Board shall initially contribute an amount equivalent to nine percent (9%) of the Superintendent's annual salary for the 2025-2026 employment year to his 401(a) account. Thereafter, the Board shall increase its annual contribution on behalf of the Superintendent by an additional one percent (1%) per year. The Board shall make these contributions to the Superintendent's 401(a) account as soon as is practicable following the conclusion of the respective employment year.
3. The Superintendent must complete all necessary forms to make the contributions under this Section.
4. The Board's contribution of the additional dollars provided for under this Section will be characterized as wages for purposes of the Social Security Act and the Federal Insurance Contributions Act ("FICA") and as compensation for purposes of calculating the Superintendent's "average of annual compensation" by the Indiana State Teacher's Retirement Fund.

E. Vehicle Allowance. The Board shall pay the Superintendent a vehicle allowance in the amount of Six Hundred and 00/100 Dollars (\$600.00) per month Upon written request by the Superintendent, the vehicle allowance will be added to and paid out as part of the Superintendent's annual compensation. The Superintendent acknowledges that this allowance will be reported as wages for social security, FICA, Medicare, federal and Indiana income tax purposes, and for contributions to the Indiana State Teachers' Retirement Fund.

- F. **Corporation Owned Technology Resources.** Consistent with the terms of all relevant SCM policies, the Board will provide the Superintendent with a corporation owned laptop computer and iPad for work related purposes.
- G. **Business and Professional Expenses.** The Board shall reimburse the Superintendent for appropriate business and professional expenses actually incurred by him in the service or for the benefit of SCM, as approved by the Board. Appropriate expenses shall include expenses incurred in attendance at professional meetings outside school corporation boundaries and other actual expenses incurred in the performance of his duties within the school corporation. The Board must approve attendance at out-of-state conferences in advance. The Board specifically agrees to provide the Superintendent with four (4) fully paid memberships in any state or national professional association selected by the Superintendent during the term of this Contract. The Board also encourages the Superintendent to execute memberships on behalf of SCM in the Mishawaka Business Association (MBA) and the St. Joseph County Chamber of Commerce.
- H. **Physical Examination.** Considering the unique nature of the professional duties of the Superintendent, the Superintendent will undergo a complete medical examination annually during the term of this Contract. The cost of this annual physical examination, including the cost of any test performed as part of it, shall be paid solely by the Board. The Board shall be entitled to receive a copy of the physician's written report documenting the results of the physical examination. Accordingly, the Superintendent shall execute all documents necessary for the Board to obtain a copy of this report, and such information shall be treated as confidential.
- I. **Professional Liability.** The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident arose while he was acting within the scope of his employment and excluding criminal charges or litigation, and that such liability coverage is within the authority of the Board to provide under state law. In no case will any individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, actions, and legal proceedings.

IV. **CONTRACT EXTENSION.**

- A. This Contract shall automatically renew for subsequent five (5) year terms unless the Board provides the Superintendent with written notice that is consistent with the terms of I.C. 20-28-8-7 on or before January 1 of the final year of the term of this contract or any subsequent extended term.
- B. The parties agree that in conjunction with the Board's annual review of the Superintendent's job performance under the terms of the Contract, the parties will also review the compensatory and other provisions set forth in the Contract and any subsequent amendments. Nevertheless, neither party shall be obligated to enter into any agreement(s) by operation of this clause.

V. **CONTRACT TERMINATION.**

- A. **Failure to Meet Minimum Requirements.** The parties agree that the Superintendent is obligated to maintain a superintendent's license recognized by the Indiana Department of Education. Should the Superintendent fail to maintain such a license, the Contract shall terminate immediately upon written notice from the Board to the Superintendent without the requirement of any due process or other pre-condition to contract termination, nor any other payment by the Board to the Superintendent.
- B. **Other Reasons.** This Contract may also be terminated in the event of any one of the following circumstances:
1. The parties agree in writing to the termination of the Contract;
 2. The Superintendent submits a voluntary resignation to the Board at least ninety (90) days prior to the last day of employment;
 3. The Superintendent is determined to be disabled under the terms of the long-term disability policy provided by the Board and is entitled to the receipt of benefits under that policy as determined by the insurance carrier providing that insurance coverage;
 4. The Superintendent is convicted of a crime under state or federal law;
 5. The Superintendent is discharged for cause, consistent with the terms of I.C. 20-28-8-7;
 6. The death of the Superintendent; or
 7. Normal expiration of the term of this Contract in accordance with its provisions.
- C. **Buy Out Provision.** The Board shall have the option to terminate this Contract for reasons other than those listed above by notifying the Superintendent in writing that the Board desires to end the employment relationship. Pursuant to the terms of I.C. 20-28-8-6, should the Board choose to exercise this "buy out option," the Board shall be obligated to pay to the Superintendent the lesser of one (1) year of the Superintendent's then current annual salary or the sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00).

VII. **MISCELLANEOUS TERMS**

- A. The parties agree that each has had the availability and/or assistance of counsel in the process of negotiating the terms of this Contract and sufficient time to consider and understand the terms of this Contract and that this Contract therefore contains all the agreed terms of employment of the Superintendent by the Board, when read and interpreted in conjunction with the Superintendent's underlying Regular Teacher's Contract. However, to the extent that this Contract is inconsistent with the Superintendent's Regular Teacher's Contract or any prior contract between the parties, the terms of this Contract shall control. This Contract will not be modified except in writing by making specific reference to the provision or provisions to be modified. Modifications to this Contract shall be approved by both parties in the same manner that this Contract was approved.
- B. The parties acknowledge that this Contract is a public record, consistent with the terms of the Indiana Access to Public Records Act (I.C. 5-14-3) and I.C. 20-28-6-2.

- C. This Contract shall be construed and interpreted according to the substantive laws of the State of Indiana.
- D. If during the term of this Contract it is deemed by a court of competent jurisdiction that a specific clause of the Contract is illegal or otherwise unenforceable under federal or state law, the remainder of the Contract not affected by such a ruling shall remain in force.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Board of School Trustees for the School City of Mishawaka has caused this Contract to be executed by Holly Parks, President, and attested by Mellissa Johnson, Secretary, and the Superintendent has also executed the same, all on the date set out below.

BOARD

By: Holly Parks
Holly Parks, President

Date: 6/11/25

By: Mellissa Johnson
Melissa Johnson, Secretary

Date: 6/11/25

SUPERINTENDENT

Theodore Stevens
Dr. Theodore A. Stevens

Date: JUNE 11, 2025