

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This contract (hereafter the "Contract") alters the basic teacher contract for the employment of Jack Pettit, Jr. as Superintendent (hereafter the "Superintendent") by the Board of School Trustees (hereafter the "Board") of the Duneland School Corporation (hereafter the "School Corporation").

1. Employment of Superintendent and Term of Employment.

The Board agrees to employ the Superintendent and the Superintendent agrees to be employed by the Board as the Chief Executive Officer of the Duneland School Corporation for an initial period beginning on July 1, 2022 and concluding on June 30, 2025, subject to the terms of this Contract. The Contract shall renew automatically for one additional year upon the Board designating the Superintendent as "effective" or "highly effective" following his annual review as provided in paragraph 3 herein. The parties acknowledge and agree that the Contract term shall be subject to early cancellation pursuant to the provisions of Paragraph 5, 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. For purposes of this Contract, a "school year" shall be defined as a period beginning on July 1 of one calendar year and concluding on June 30 of the following calendar year. These work days shall be provided in accordance with a schedule of work days established by the Superintendent so as to ensure the full and competent performance of the duties established in paragraph 2 of this Contract.

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 and the Administrators' Benefit Schedule. The Board agrees to review the Superintendent's performance at least once each school year.

2. Duties of the Superintendent.

The parties agree that the duties of the position of Superintendent to be performed pursuant to this Contract are set forth in a job description for the position which is defined by Board policy and incorporated into this Contract by reference. The review of the Superintendent's job performance provided for in paragraph 3 of this Contract shall be based upon the duties in the job description, which job description 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.

Unless otherwise approved by the Board, the Superintendent agrees that his duties pursuant to this Contract 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 if any of these activities interfere with the performance of his duties as Superintendent. 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 and will maintain a Superintendent license from the State of Indiana.

3. 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 Board and Superintendent will annually review the evaluation instrument and determine weight given to each evaluation component on or before September 30 of each year. A cumulative evaluation will be completed by June 30 of each school year. The Superintendent shall not receive

any stipend for the following year if his evaluation is designated as “Improvement Necessary” or “Ineffective” as defined in Paragraph 4 a. of this Superintendent Contract.

4. Salary and Benefits.

As consideration for the performance of the duties and meeting the qualifications established by this Contract, the Board agrees that the Superintendent shall receive the following:

a. Base Salary.

The Superintendent shall be paid an annual base salary of One Hundred Seventy-Six Thousand Eight Hundred Sixty-Eight Dollars (\$176,868.00). The Superintendent will be paid in twenty-four (24) equal bi-weekly installments on a schedule fixed for all employees of the Corporation. Superintendent will not be entitled to receive base salary increases granted to teachers pursuant to the Master Teacher’s Agreement.

b. Base Salary increase.

After the evaluation periods or contract years ending June 30, 2023, June 30, 2024, and June 30, 2025, the Superintendent will be eligible for a base salary increase. If the overall rating of the evaluation for the Superintendent is “effective” or “highly effective,” then a two percent (2%) base salary increase will be provided. Any increase will be considered 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 can elect to have the amount of his base increase, or a portion of that base increase, contributed into any deferred compensation plan offered by the Board, up to applicable IRS maximums. Even though said base increase is provided as a contribution into a deferred compensation plan, the calculation of the percentage of any base salary increase in subsequent years will include the deferred portion in the total amount of base salary and can only be reported to the Teacher’s Retirement Fund/Indiana Public Retirement System

provided that the deferred contribution is taken as an employee elected contribution. The Superintendent will not be entitled to receive any base salary increases that are paid to teachers pursuant to the Master Teacher's Contract. In the event that base salary increases, provided with the Master Teacher's Contract, is less than the forgoing 2%, then the Board may adjust the Superintendent's base salary increase to an amount no greater than the amount provided to the average increase within the Master Teacher's Contract for the same contract period.

c. Stipend Salary.

At the end of each school year, beginning after the conclusion of the 2021-2022 school year, the Superintendent will be eligible for a one-time stipend bonus in the amount of Six Thousand Dollars (\$6,000) per year based on increasing the School Corporation's district-wide accountability category rating over the prior year. Should the School Corporation attain or maintain the highest accountability rating possible or upon an evaluation rated "Highly Effective" or upon attainment of Board established goal for the Superintendent from the preceding year, then the Superintendent shall qualify for the one-time stipend bonus. Any one-time performance pay 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, but will be reported to the Teacher's Retirement Fund/Indiana Public Retirement System. The Superintendent can elect to have all or part of the stipend award(s) contributed into any benefit plan allowing employee contributions and offered by the Board, including Health Saving Account ("HSA") contributions, 403(b), or 457 Plan to the extent allowable by the IRS code and provided for either in the Contract or the Administrators' Benefit Schedule – Level A.

d. Benefits.

The Superintendent shall be entitled to all benefits contained within the Administrators' Benefit Schedule – Level A. To the extent any of the enumerated benefits contained in this Contract are also specifically enumerated in the Administrators' Benefit Schedule, the benefits contained herein are not in addition to those contained within Administrators' Benefit Schedule, and the Administrators' Benefit Schedule shall control.

e. Vacation Leave.

In each school year, the Superintendent shall be granted paid vacation days in accordance with the Board approved Administrators' Benefit Schedule. The number of paid vacation days shall be granted to the Superintendent via the Administrators' Benefit Schedule. Vacation days must be taken within the twelve (12) month period unless approved by the Board and adjusted in the Administrators' Benefit Schedule. Any remaining unused vacation days above those allowed, that are not used, are deemed forfeited.

f. Personal Leave Days

In each school year, the Superintendent shall receive no less than the number of personal days provided in accordance with the Board approved Administrators' Benefit Schedule.

g. Sick Leave Days

In each school year, the Superintendent shall receive an allotted amount of sick leave days per year in accordance with the Board approved Administrators' Benefit Schedule for purposes of personal illness or injury or the illness or injury of a member of his immediate family.

The Board reserves the right to request that the Superintendent provide medical certification to substantiate the Superintendent's need to be absent from work for one of the qualifying reasons under this provision. The Superintendent's sick day benefit shall be solely as provided within Administrators' Benefit Schedule – Level A with the additional grandfathered provision that Superintendent is eligible for a benefit whereby, after five (5)

completed years of employment with the Corporation as Superintendent, Superintendent is eligible to receive payment of sick days up to a maximum of 90 days upon termination of employment. Days will be paid at a rate of .002 of the Superintendent's annual base salary that is current at the time of termination.

h. Bereavement Leave.

In each school year, the Superintendent shall receive an allotted amount of bereavement leave in accordance with the Administrators' Benefit Schedule to be used after the death of an immediate family. The definition of immediate family is defined by the Administrators' Benefit Schedule. Bereavement leave for any other relationship must be approved by the Board or as determined by the Administrators' Benefit Schedule.

i. Other 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 Board's policies then in force for its administrative employees in the Administrators' Benefit Schedule, including the Board's recognized legal holidays each school year.

j. Health, Vision and Dental Insurance.

The Board shall offer health insurance participation options consistent with the Board's health insurance plan benefits provided to employee groups. Said health insurance shall include the Superintendent's choice of single or family health plan options as well as options dental and vision insurance. Each school year the Board will offer toward the Superintendent's health premium an annual dollar amount for the health plan option chosen by the Superintendent as determined by the Administrators' Benefit Schedule.

k. Term Life Insurance.

The Superintendent shall be entitled to term life insurance as provided in the Administrators' Benefit Schedule – Level A. The Board shall purchase such additional term life insurance beyond that provided in the Administrators' Benefit Schedule – Level A, if any, as is required to provide the Superintendent with a cumulative total of \$500,000 of coverage at no additional cost.

l. Long Term Disability Insurance.

The Superintendent may participate in the School Corporation's long term disability plan under the same terms and conditions as provided under the Administrators' Benefit Schedule.

m. ISTRF Employee Contribution.

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

n. Retirement Plans

The Board will make the following annual contributions into the Superintendent's retirement plans/ tax sheltered annuity plans:

1. Employer 403(b) Retirement Plan. In addition to the annual salary, the Board shall contribute and pay annually an amount not less than 9.5% of the Superintendent's annual salary. Such contributions shall be considered deferred compensation and shall be made monthly during each year of the administrator's or director's contract. The Superintendent shall be fully vested in the 403(b) Retirement Plan program upon contribution.
2. Employer VEBA Account. The Board shall contribute and pay annually an amount not less than 4.5% of the Superintendent's annual salary to the Superintendent's VEBA account. Such contributions shall be made monthly

during each year of the Superintendent's Contract. The Superintendent shall be fully vested in the VEBA plan upon contribution.

o. Automobile Allowance.

The Board shall provide the Superintendent a vehicle selected from the State of Indiana procurement list for his exclusive use. The Board shall maintain insurance and be responsible for all maintenance and necessary repair of the vehicle related to the Superintendent's exclusive use. The Superintendent shall be responsible to provide fuel for the vehicle for the day-to-day duties in the district. Guidelines for fuel usage outside of Porter, Lake, and LaPorte County is outlined in the DSC Administrator Handbook. The Superintendent shall provide documentation regarding use of the vehicle consistent with IRS standards.

p. Technology Stipend.

The Superintendent will maintain a cellular phone with e-mail capabilities for business purposes. The Board will pay to the Superintendent a monthly stipend in the amount of One Hundred (\$100) Dollars in accordance that he may apply toward the cost of his cellular phone with email capabilities that he maintains for business purposes.

q. Business and Professional Expenses.

The Board agrees to pay all reasonable expenses (which is determined in the sole discretion of the Board) for the Superintendent to attend state and national conferences to enhance his professional skills and knowledge, provided the Superintendent receives advance approval from the Board to attend such conference(s).

The 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, ASCD, PDK), provided the Superintendent receives advance approval from the Board prior to joining such professional organization(s).

r. Other Fringe Benefits.

The Superintendent may receive all other benefits established by the Board for all administrative and certified employees of the School Corporation provided such benefits do not conflict or alter the expressed terms of this Contract and are specifically approved by the Board for the Superintendent.

5. 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 (a, b or c) 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 Board may elect to cancel the Superintendent's Contracts without cause by giving not less than a twelve (12) months advance written notice to the Superintendent prior to terminating the Agreement. At the end of the twelve-month period following the written notice of terminating the Agreement, no further compensation will be provided 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 and Superintendent mutually agree to terminate this Agreement, the Board shall pay the Superintendent Fourteen Thousand, Seven Hundred Thirty-Nine Dollars (\$ 14,739.00) per month up to the maximum of One Hundred Seventy-Six Thousand Eight Hundred Sixty-Eight Dollars (\$ 176,868.00) toward a severance agreement (which is the maximum amount under Indiana law), until such time as the Superintendent accepts other employment with the same, or greater base pay. If the Superintendent accepts a position with lower base pay, the Board will pay the difference between the monthly amount of that base salary and Fourteen Thousand, Seven Hundred Thirty-Nine Dollars (\$ 14,739.00) per month up to one (1) year post-employment. In addition to the foregoing payment, any on-going obligations by the Board to provide further fringe benefits under this Agreement is limited to maintaining health insurance benefits for up to one (1) year post-employment, or until Superintendent has secured new employment that provides health insurance benefits with substantially similar health

insurance benefits. The Board and the Superintendent may mutually agree to waive or shorten the period required for the election of the Board to provide written notice 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 ten (10) days unless the parties mutually agree otherwise. If the Board cancels the Superintendent's Contract pursuant to this provision, then the Superintendent shall submit his resignation as Superintendent and teacher effective on the cancellation date and the Board will accept such resignation at its next regularly scheduled meeting. 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.

- (c) Termination Option 3--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 requiring educator license revocation. 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.

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.

6. Defense and Indemnification.

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 2 of this Contract to the fullest extent permitted by law. The provisions of this paragraph 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 Board or the District or legal actions where a conflict of interest arises, and all liabilities, costs and/or damages that are predicated on, or arise out of bad faith on the part of the Superintendent.

7. Entire Agreement and Contract Construction.

This Contract contains all the agreed terms of employment of the Superintendent by the Board. 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, 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.

8. Contract as a Public Record.

The parties agree that this Contract is a public record under the Indiana Public Records Law.

9. Governing Law and Severability.


The Superintendent's Contracts shall be governed by the laws of the State of Indiana. If, during the term of the Superintendent's Contracts, any specific clause or provision thereof is determined to be illegal or in conflict with State or Federal law, the illegal or conflicting provision shall be deemed void. The remainder of the Superintendent's Contracts shall not be affected and shall remain in full force and effect.

Agreed this 12 day of June 2023.


SUPERINTENDENT

By: 

DUNELAND SCHOOL CORPORATION
BOARD OF SCHOOL TRUSTEES

By: 
Alayna Lightfoot PE, Board President

Attest:

By: 
Tim McGinty, Board Secretary