

**SUPERINTENDENT  
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT is made and entered into this 14<sup>th</sup> day of April 2025, by and between ZIONSVILLE COMMUNITY SCHOOLS (“ZCS”), and REBECCA COFFMAN (Dr. Coffman”).

**Recitals**

A. ZCS desires to retain the knowledge and experience of and to continue to employ Dr. Coffman as Superintendent of ZCS.

B. ZCS desires to continue to secure for itself the services of Dr. Coffman, and Dr. Coffman desires to continue be employed by ZCS.

C. ZCS and Dr. Coffman desire to enter into and to reduce to writing the terms of Dr. Coffman’s employment by ZCS in accordance with IC 20-28-8-6, such terms to include, supplement, and modify, where applicable, the Regular Teacher’s Contract entered into by ZCS and Dr. Coffman, as prescribed by IC 20-28-6.

NOW, THEREFORE, in consideration of the matters set forth in the Recitals and of the mutual promises hereinafter set forth, it is agreed as follows:

**ARTICLE I**

**Employment and Term**

Section 1.01. Employment Term. ZCS hereby employs Dr. Coffman as Superintendent of ZCS (“Superintendent”), and Dr. Coffman agrees to be employed as Superintendent under the terms described herein. The Board agrees the Superintendent will not be reassigned to another position without written consent of the Superintendent. The term of this Agreement shall begin on April 14, 2025 (“Effective Date”) and shall continue thereafter until June 30, 2028 (“Expiration Date”), or until such earlier time as the Employment Term is terminated, as provided in Section 1.02 of this Agreement (the “Employment Term”). Unless otherwise required by text or context, an Employment Year for purposes of this Agreement shall begin July 1 of a year and end on June 30 of the following year. Subject to the termination provisions as provided in Section 1.02 of this

Agreement, this Agreement automatically shall extend one additional year for each year in which ZCS does not deliver written notice to Dr. Coffman prior to June 1 that there will be no automatic one-year extension of the Agreement. This provision results in a rolling three (3) year term, subject to Indiana law limitations. Non-renewal of this Agreement at the end of the Agreement term may be effectuated in accordance with Indiana Code 20-28-7.5.

Section 1.02. Termination of Employment Agreement.

(a) Termination by Mutual Consent. The parties may terminate this Agreement on any date during the Employment Term, if ZCS and Dr. Coffman mutually consent in writing to such termination.

(b) Termination Prior to Expiration of Employment Term. ZCS may terminate this Agreement prior to the Expiration Date of the Employment Term: (1) as provided in IC 20-28-8-7(2) for any grounds specified in IC 20-28-7.5-1, in which event Dr. Coffman's tenure status as a teacher, if any, also will be terminated for the same reasons; or (2) at any time during the Employment Term provided that, in such event, ZCS shall make the payment set forth in Section 1.03 to Dr. Coffman. Such payment shall constitute Dr. Coffman's sole and exclusive right for remedy for a termination under this subparagraph and she shall have no other or further rights or remedies for termination or breach of Agreement or otherwise, including any tenure rights she may have.

(c) Termination on Expiration Date of Employment Term. ZCS may terminate this Agreement on the Expiration Date as provided in IC 20-28-8-7(3).

(d) Termination by Dr. Coffman. Dr. Coffman may terminate this Agreement on the Expiration Date as provided in IC 20-28-8-7(4).

(e) Death, Total Disability or Retirement. This Agreement shall terminate without action of the parties upon the occurrence of the death or the retirement of Dr. Coffman. In the event of total disability (as defined in ZCS' disability insurance policy as applicable to Dr. Coffman), ZCS may terminate this contract by written notice to Superintendent at any time after Superintendent has exhausted any accumulated sick leave and such other leave as may be available.

Section 1.03. Severance Payment. If the Board provides the Superintendent with a written notice under 1.02 (b) (2) above that it is canceling this Contract without cause and pays Superintendent an amount equal to one school year's Base Amount as described in subsection III (A) of this Contract or \$250,000.00, whichever is less. If the Board would opt to utilize this no-fault cancellation option, then the Board will provide the Superintendent with at least ninety (90) days written notice that it intends to cancel or let expire the Superintendent's Contract without a finding of fault. The Board will also afford the Superintendent an opportunity for a private conference with the Board in executive session. The purpose of a private conference, if requested by the Superintendent, will be to provide the Superintendent an opportunity to present information and reasons why cancellation is unwarranted, and an opportunity for the Board to reconsider whether or not the cancellation or expiration is in the best interests of the School Corporation. Following the private conference, unless the Board has decided against cancellation of the Superintendent's Contract, the Board will provide the Superintendent an opportunity to resign. After giving the Superintendent an opportunity to resign, the Board may cancel the Superintendent's Contract, without cause, effective immediately upon a majority vote of the Board taken at a public meeting.

## **ARTICLE II**

### **Duties, Extent of Service, and Relationship of the Parties**

Section 2.01. Duties and Roles of Superintendent and Board. During the Employment Term, Dr. Coffman shall serve ZCS as the Superintendent of ZCS, and she shall have such duties as may be prescribed by law and as are assigned by ZCS Board of School Trustees from time to time. The Board agrees to refer material criticisms, complaints and suggestions to the Superintendent for investigation and appropriate action. In addition, the Board will include the Superintendent in all regular meetings of the Board unless the subject matter involves a personnel matter involving the Superintendent herself.

Section 2.02. Participation in Meetings and Organizations. ZCS expects Dr. Coffman, as a condition of her employment, to continue her professional growth and education through

participation in appropriate meetings and activities, including, but not limited to, participation in the following kinds of functions:

(a) Operations, programs and other activities conducted or sponsored by local, state and national associations of school administrators and school boards.

(b) Seminars and courses offered by public or private institutions.

(c) Meetings of the Secretary of Education, State Board of Education and other persons whose particular skills, knowledge, information or background would serve to assist and improve the capacity of Dr. Coffman in performing her duties. ZCS agrees to authorize the reasonable amount of release time, within the limitations of the ZCS budget and appropriations for that purpose, for the purpose of permitting Dr. Coffman to attend meetings and activities of the kind described in paragraphs (a), (b) and (c). In recognition of the importance of Dr. Coffman attending such meetings and participating in such activities, ZCS agrees to budget for that purpose Fifteen Thousand Dollars (\$15,000.00) each Employment Year solely to pay for such expenses of travel, lodging, dues and subsistence in connection with the participation and attendance at approved meetings, functions and organizations as described in paragraphs (a), (b) and (c). All such budget amounts are not intended as salary, but as reimbursement for business expenses incurred by Dr. Coffman as approved by ZCS. In view of ongoing funding challenges, neither tuition support money nor tax dollars may be utilized to fund these essential professional engagements and experiences.

Section 2.03. License Renewal. Beginning July 1, 2025, ZCS agrees to reimburse Dr. Coffman for any license renewal or exams associated with her position as Superintendent.

Section 2.04. Consulting Activities. ZCS shall permit Dr. Coffman from time to time to serve as a consultant to other school systems or educational agencies, lecture, engage in writing activities and speaking engagements, and similar activities of a short-term duration, at her discretion. Dr. Coffman shall notify ZCS concerning all outside consulting or speaking activities which she undertakes. Dr. Coffman shall be entitled to retain any honoraria or fees paid in connection with such activities, but in no case will ZCS be responsible for any expenses incurred by her in connection with any such activities. ZCS recognizes that unless otherwise specified,

articles or books written as off-hour personal pursuits are not considered the work product of ZCS. Notwithstanding the foregoing, it is expected that Dr. Coffman will devote her full professional effort to her position as Superintendent. Full professional effort shall be defined to allow for such activities as are described above, provided that time spent on such activities shall not interfere with the performance of Dr. Coffman's professional duties as Superintendent.

Section 2.05. Performance Evaluations. The ZCS Board of School Trustees under the direction of its president shall evaluate Dr. Coffman's performance at least once each Employment Year during the Employment Term. ZCS and Dr. Coffman shall meet in executive session for the purpose of evaluating her performance during the preceding year, including attainment of any system goals established and board-superintendent working relationships. Upon request by Dr. Coffman, ZCS shall provide a written performance evaluation, a copy of which shall become a permanent part of Dr. Coffman's personnel file, which shall at all times remain confidential except as may be required by law. Dr. Coffman shall have the right to make a written response to the evaluation.

### **ARTICLE III**

#### **Compensation**

As payment for all services which Dr. Coffman shall provide pursuant to this Agreement, ZCS shall pay the following:

(a) Beginning July 1, 2025, as consideration for Dr. Coffman's performance of the duties as the Superintendent, Dr. Coffman's annualized salary will be Two Hundred Five Thousand (\$205,000) ("Basic Salary"), payable in installments not less frequently than monthly ("Basic Monthly Salary") during the Employment Term. In no event shall the Basic Salary be reduced during the Employment Term.

(b) Commencing with the Employment Year beginning July 1, 2025 Dr. Coffman's Basic Salary shall be reviewed for each Employment Year of this Agreement. Increases in such Basic Salary, shall be granted by ZCS retroactive to the beginning of the Employment Year for which the increase is applicable and shall be based upon Dr. Coffman's annual performance

evaluation ratings as Superintendent. Increases shall be granted only if Dr. Coffman's performance is rated effective or highly effective for the Employment Year being reviewed.

(c) Upon approval by ZCS, any adjustment in Basic Salary under subparagraph (b) shall automatically constitute an amendment to this Agreement and become a part thereof, and shall not be considered as a new contract or an extension of the Expiration Date of the existing contract.

## **ARTICLE IV**

### **Business Expenses**

Section 4.01. Business Expenses. Beginning April 14, 2025, it is understood that from time to time, Dr. Coffman may be expected to incur reasonable and necessary expenses on behalf of ZCS, including but not limited to, meals, entertainment, travel, and similar expenses. ZCS shall reimburse Dr. Coffman for such reasonable and necessary expenses, provided that records of such expenses are submitted to ZCS in a form and manner acceptable to ZCS, provided further that reimbursement is not prohibited by law or regulation and is subject to ZCS's budget and appropriations for that purpose. The business expenses identified in this paragraph are independent of the expenses and payments identified in Section 2.02 of this Agreement. The Board of Trustees, operating in accordance with State Board of Accounts guidelines, may cause a corporate credit card to be issued to the superintendent for appropriate business expenses described above.

Section 4.02. Technology Support. ZCS shall provide Dr. Coffman with computing device(s) appropriate to her work responsibilities and required connectivity. ZCS shall reimburse Dr. Coffman for monthly data plan and internet hotspot charges at established ZCS rates. While ZCS provides the identified technology for the primary purpose of professional connectivity and facilitation, ZCS recognizes due to the nature of the technology they also will serve some personal uses. ZCS acknowledges and authorizes such personal use to the extent it does not violate ZCS's policies regarding technology usage.

Section 4.03. Local Travel Allowance/Mileage Reimbursement. ZCS will provide Dr. Coffman with an annual stipend of Ten Thousand Dollars (\$10,000.00) for a local travel allowance and additional compensation for extra duties as superintendent of schools ("Additional

Compensation”). The stipend is payable in two equal installments of Five Thousand Dollars (\$5,000.00) each on July 1 and January 1 each year. ZCS will not reimburse Dr. Coffman for in-district business travel. Additionally, ZCS will reimburse Dr. Coffman for mileage at the standard corporation rate for out-of- district business travel.

## **ARTICLE V**

### **Staff and Working Facilities**

ZCS shall furnish Dr. Coffman with such facilities and services as are suitable for Dr. Coffman to perform her duties adequately under this Agreement. Subject to budget limitations and ZCS approval which shall not be unreasonably withheld, Dr. Coffman may staff her office as she deems necessary to meet her responsibilities under this Agreement.

## **ARTICLE VI**

### **Employee Benefits**

Section 6.01. General Benefits. Except as otherwise expressly provided in this Agreement, Dr. Coffman shall be entitled to benefits offered other ZCS administrative employees including but not limited to sick leave bank, medical insurance, dental insurance, vision insurance, life insurance, and disability insurance.

Section 6.02 Work Days, Holidays, and Leaves. The Employment Year shall be made up of the below-listed holidays and leaves:

(a) Holidays – Thirteen (13) paid holidays, which have been calculated into the Basic Salary amount, shall be granted annually. These days shall be the thirteen (13) paid holidays identified in Board Policy 4434 provided to other full year employees.

(b) Vacation Leave – Twenty-three (23) days of vacation shall be provided for each Employment Year. In acknowledgement of the business cycle in the Superintendent’s role, remaining vacation days will expire on December 31 for the previous Employment Year, with no annual cash out option.

(c) Personal Leave – Four (4) personal leave days shall be accrued annually. At the end of an Employment Year a maximum of one (1) unused personal day may be carried forward

to the following Employment Year as personal leave. Any other unused personal leave days at the conclusion of the Employment Year shall be converted into sick leave days and added to Dr. Coffman's cumulative sick leave balance. At no time may the total cumulative balance of personal leave days exceed five (5) days. No annual cash out option shall be allowed for any personal leave days.

(d) Sick Leave – Fifteen (15) days of sick leave shall be provided for each Employment Year. Sick leave shall be annually cumulative, with no annual cash out option.

Section 6.03 Health/Medical Insurance. Dr. Coffman is eligible to and currently participates in ZCS's group health insurance plan at the administrator rate. Upon separation of employment, except upon separation for reasons under Section 1.02 (b) (1), the Superintendent may elect to participate in the corporation health plan, to the full extent permitted by law.

Section 6.04. Life Insurance. ZCS shall pay all premiums under its standard group life insurance policy for term life insurance coverage for Dr. Coffman in the face amount of Three Hundred Thousand Dollars (\$300,000.00), assuming Dr. Coffman is otherwise eligible and qualifies for such coverage under ZCS's group life insurance policy. However, it is agreed that the parties recognize that a portion of such life insurance coverage may be a taxable fringe benefit under current state or federal tax laws, rules or regulations. Dr. Coffman authorizes ZCS to make withholdings of her salary if required by applicable federal or state tax regulations for the insurance coverage. Dr. Coffman may purchase additional life insurance coverage through ZCS's group life insurance plan at Dr. Coffman's expense in the amounts and rates currently prevailing provided by the life insurance plan carrier, subject to any limitations, exclusions, or restrictions of the plan carrier.

Section 6.05 Long-Term Disability Insurance. ZCS shall pay the full annual premium required for Dr. Coffman to participate in ZCS's long-term disability insurance plan.

Section 6.06 Teachers Retirement Fund (TRF). ZCS shall pay both the employee's and employer's portions of the statutorily-required contributions to the Teachers Retirement Fund.

Section 6.07 Retirement. Dr. Coffman is eligible to participate in ZCS's retirement plans. ZCS shall make annual contributions to retirement plans for Dr. Coffman as stated below:

- (a) ZCS shall contribute to a 403 (b) plan at the maximum limit allowed under law.
- (b) 0.5% of Basic Salary and Additional Compensation to the ZCS 401a plan
- (c) 0.75% of Basic Salary and Additional Compensation to the ZCS HRA plan
- (d) ZCS shall contribute to a 457 plan at the maximum IRS limit allowed under law.

Section 6.08 Payroll Taxes and Workers Compensation. ZCS shall pay the employer's share of all statutorily-required employment taxes, including OASDI and Medicare. Dr. Coffman shall pay the employee's share of statutorily-required employment taxes. ZCS shall provide workers compensation coverage for Dr. Coffman as ZCS is required by law to provide to all employees.

Section 6.09 Vesting and Regulatory Issues. It is agreed that the vesting schedules in effect with the carriers for the plans listed above, and as may be amended by from time to time, as well as all applicable state or federal laws, rules, or regulations, shall apply to the funds deposited in the retirement accounts enumerated above and shall govern the withdrawal and use of these funds by Dr. Coffman.

Section 6.10 Investment Risks. It is understood and agreed by the parties that investments made at the Dr. Coffman's directions of the accounts and funds listed above are subject to investment risks of the financial marketplace, including the risk of loss of principal sums invested, and that all such risks are and shall be borne exclusively by Dr. Coffman.

## **ARTICLE VII**

### **Notices**

Any notice given pursuant to any provision of this Agreement shall be in writing and placed in the United States first-class mail, certified, return receipt requested, addressed to the appropriate party, at the following addresses:

To ZCS:  
Personal and Confidential  
Board President  
Zionsville Community Schools 900 Mulberry Street  
Zionsville, Indiana 46077

and

To Rebecca Coffman:  
Personal and Confidential Rebecca Coffman  
Zionsville Community Schools 900 Mulberry Street  
Zionsville, Indiana 46077

Either party may, by giving written notice to the other party, change the address to which notice shall thereafter be sent.

## **ARTICLE VIII**

### **Professional Liability**

ZCS shall defend, hold harmless and indemnify Dr. Coffman from any and all demands, claims, suits, actions and legal proceedings brought against her in her individual or official capacity as an agent or an employee of ZCS, in connection with any matter arising while she was acting within the scope of her employment, as provided by IC 20-26-5-4(17) or a successor statute.

If Dr. Coffman in good faith considers that a conflict exists in regard to the defense of any such claim between her legal position and the legal position of ZCS or other named parties, Dr. Coffman shall have the right to employ separate legal counsel, in which case ZCS shall indemnify Dr. Coffman for the costs of her legal defense, to the extent permitted by IC 20-26-5-4(17) or a successor statute.

If any future contract termination takes place, the Board agrees to pay associated legal fees for the Superintendent up to a maximum of cap of \$100,000.

## **ARTICLE IX**

### **Amendment**

This Agreement and the Regular Teacher's Contract entered into between ZCS and Dr. Coffman constitute the entire agreement between the parties and cannot be amended or modified

in any respect, unless such amendment or modification is evidenced by a written instrument executed by ZCS and Dr. Coffman. This Agreement supersedes all prior agreements between the parties.

## **ARTICLE X**

### **Regular Teacher's Contract**

In accordance with Indiana Law, ZCS and Dr. Coffman hereby incorporate by reference in this Agreement all of the provisions of the "Regular Teacher's Contract," as executed by ZCS and Dr. Coffman on the official form prescribed by the State Secretary of Education, for each applicable school year, setting forth the salary and schedule of installment payments for Dr. Coffman for that school year, except those provisions which are not applicable to persons employed as a superintendent of a school corporation and except as modified in this Agreement. It is agreed that the Regular Teacher's Contract for any school year shall be revised from time to time, respecting the amount and manner of salary payments, consistent with the provision contained in this Agreement, and that any such amendments shall be evidenced by execution of a revised Regular Teacher's Contract for the appropriate school year.

## **ARTICLE XI**

### **Miscellaneous**

The terms of this Agreement shall be construed and regulated by the laws of the State of Indiana. The breach of any provision hereunder shall constitute a breach of the entire Agreement. However, the waiver by any of the parties hereto of a breach by any of the parties hereto shall not be a waiver by the non-breaching party of any subsequent breach of the breaching party. Moreover, the parties agree that each and every paragraph, sentence, term, and provision of this Agreement shall be considered severable and that, in the event a court finds any paragraph, sentence, term, or provision to be invalid or unenforceable, the validity, enforceability, operation, or effect of the remaining paragraphs, sentences, terms or provisions shall not be affected, and this Agreement shall be construed in all respects as if the invalid or unenforceable matter had been omitted.

[SIGNATURES TO FOLLOW]



IN WITNESS WHEREOF, ZCS and Dr. Coffman have executed or caused to be executed this Agreement on the day and year first above written.

By

Rebecca Coffman  
REBECCA COFFMAN

By

Katherine Deschliman  
BOARD PRESIDENT

Dated

4/15/2025

By

[Signature]  
BOARD VICE-PRESIDENT

By

Michael Gorman  
BOARD SECRETARY

