

## SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This contract (hereafter the "Contract") alters the basic teacher contract for the employment of Robert McDermott 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, 2026 and concluding on June 30, 2029, subject to the terms of this Contract. So long as the Superintendent is rated "effective" or "highly effective," the term shall be automatically extended by one (1) year each year for five (5) additional years, through and including June 30, 2034, unless the Superintendent is notified in writing to the contrary by December 15 of each calendar year. 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.

**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 Two Hundred and Ten Thousand Dollars (\$210,000). Should the Superintendent relocate his primary residence to within the boundaries of the Duneland School Corporation, his annual salary will be increased to Two Hundred Twenty Thousand Dollars (\$220,000); such increase will be on a pro rata basis payable within two (2) payrolls of completion of relocation. 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, 2027, June 30, 2028, and June 30, 2029, 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. Benefits and Leave Entitlement.**

The Superintendent shall be entitled to all benefits and paid leave (including, but not limited to, vacation, sick, personal and bereavement leave) 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.

Provided, however, the Superintendent's sick day benefit shall also include an 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.

**d. 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.

**e. 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.

**f. 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

**g. TERF 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.

**h. Retirement Plan.**

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.

**i. Automobile Allowance.**

The School Corporation shall provide for the Superintendent with a vehicle allowance in the amount of \$750.00 per month. Additionally, the Board shall reimburse the Superintendent for mileage at the current IRS rate for business-related travel outside Porter, Lake, and LaPorte Counties.

**j. 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.

**k. 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).

**l. 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 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 alternatives 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:
  1. 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
  2. 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, or as may otherwise be required by Indiana law.
  3. If the Superintendent requests a hearing with the Board under paragraph (a)(2) 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 Eighteen Thousand Three Hundred and Thirty-Three Dollars (\$18,333) per month up to the maximum of Two Hundred and Twenty Thousand Dollars (\$220,000) toward a severance agreement, 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 Eighteen Thousand Three Hundred and Thirty-Three Dollars (\$18,333) 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 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 sixty (60) 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 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 Contract pursuant to this provision.

- d. Termination Option 4. 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 acknowledge that this Contract is a public record under the Access to Public Records Act.

**9. Governing Law and Severability.**

The Superintendent's Contract shall be governed by the laws of the State of Indiana. If, during the term of the Superintendent's Contract, 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 Contract shall not be affected and shall remain in full force and effect.

Agreed this 19 day of March, 2026.

SUPERINTENDENT



DUNELAND SCHOOL CORPORATION  
BOARD OF SCHOOL TRUSTEES

By: 

Brandon Kroft, President

Attest:



Beth Mehling, Secretary 