

REGULAR TEACHER CONTRACT

Prescribed pursuant to Ind. Code 20-28-6-3 as the regular and uniform contract for the employment of teachers pursuant to Ind. Code 20-28-6-4(b)

This regular teacher contract ("Contract") is by and between the governing body of the

Northwest Ind Spec Ed Coop ("Corporation") and

Harkema, Rebecca E ("Teacher"). Harkema, Rebecca E

is a teacher as defined in Ind. Code 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 07-01-26, and ending on 06-30-28. Ind. Code 20-28-6-2(a)(3)(A)
2. The school term described in paragraph 1 immediately above for services under this Contract consists of 260.00 days. Ind. Code 20-28-6-2(a)(3)(B)
3. The number of hours per day the Teacher is expected to work under this Contract is 8.00. Ind. Code 20-28-6-2(a)(3)(E)
4. The Corporation shall pay the Teacher for services under this Contract the total salary of \$122,000.00 during the school year. Ind. Code 20-28-6-2(a)(3)(C)
5. The Corporation shall pay this amount in 26 installments on a Biweekly basis. Ind. Code 20-28-6-2(a)(3)(D) Ind. Code 20-28-6-5(1)
6. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this 20th day of May, 2026.

Teacher

School Corporation by:




President

Attested:

Superintendent


Secretary

EMPLOYMENT AGREEMENT^{5.20.26}

This Agreement, entered into on the **20TH DAY OF MAY, 2026**, between the Northwest Indiana Special Education Cooperative (NISEC) of Lake County, Indiana (hereinafter "Employer"); and **REBECCA HARKEMA** (hereinafter "Employee").

WITNESSETH THAT:

WHEREAS, Employer is a special education cooperative and desires to employ Employee to perform services as the Director of the Special Education Cooperative of Lake County, Indiana; and

WHEREAS, Employee is willing to be employed by Employer as the Director of NISEC of Lake County, Indiana under the terms, covenants, and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Employer and Employee agree as follows:

- I. **EMPLOYMENT:** Employer hereby employs, engages, and hires Employee as the Director of NISEC of Lake County, Indiana, as well as all other duties that may be assigned by the NISEC Board of Managers. The job title of the Employee shall be "Director."
- II. **BEST EFFORTS OF EMPLOYEE:** Employee agrees that she will perform diligently and to the best of her ability, experience, and talents, all of the duties that may be required of and from her pursuant to the express and implicit terms hereof, to the reasonable satisfaction of Employer. Such duties shall be rendered at NISEC administrative offices located at 2150 West 97th Place, Crown Point, Indiana 46307, or at such other place or places as Employer shall, in good faith, require, or as the interest, needs, business, and opportunity of Employer shall require.
- III. **TERMS OF EMPLOYMENT:** The term of this initial Agreement shall be for two years and will commence on **July 1, 2026, and end on June 30, 2028**. The Employment Year for the Employee during the term of this contract is defined as 260 days.
- IV. **SALARY COMPENSATION OF EMPLOYEE:** Employer shall pay Employee, and Employee shall accept from Employer, in full payment for Employee's services, annual salary compensation at the rate of **one hundred twenty-two thousand dollars (\$122,000.00)**. Employee shall be paid in equal installments throughout the Employment Year on a salary basis in accordance with the regular payroll schedule established by the Employer.
- V. **BONUS COMPENSATION OF EMPLOYEE:** Employer shall pay Employee, and Employee shall accept from Employer, a Director Bonus of **two thousand dollars (\$2,000.00) per every one hundred thousand dollars net revenue** of all invoiced non-NISEC student tuition enrollment for the 2026-2027 school year (July 1, 2026, through June 30, 2027) and of whom were not enrolled during the 2025-2026 school year (July 1, 2025, through June 30, 2026). Invoiced non-NISEC student tuition enrollment shall be defined as fees for services rendered to educate students from non-NISEC schools that have been invoiced to non-NISEC school districts. Net revenue shall be defined as the gross invoiced non-NISEC student tuition enrollment fee amount minus any overhead expenses needed to employ additional personnel such as teachers, paraprofessionals, behavior specialists, etc... for the purpose of taking on additional non-NISEC students. This bonus shall be paid at the end of the employment year once all payments have been received from non-NISEC student tuition enrollment invoices from the 2026-2027 school year. Bonus compensation of the Employee for the 2027-2028 school year (July 1, 2027, through June 30, 2028) shall be mutually agreed upon in an addendum to this agreement on or after July 1, 2027.
- VI. **FRINGE BENEFITS:** As additional compensation, the Employer agrees to pay the Employee all benefits as listed below.

1. **Health Insurance:** The Board will pay all but \$600 per year for a single health plan and all but \$800 for a family health plan. The Northwest Indiana Special Education Cooperative will pay the premiums for Dental insurance and the single cost for vision.
2. **Deferred Income:** The Employer shall contribute additional deferred income benefits of 7.0 % of total salary stated in Section IV of this Agreement to a 401(a) plan.
3. **Indiana State Teachers' Retirement Fund:** Northwest Indiana Special Education Cooperative agrees to pay both the employee-required contribution and the employer-required contribution to the Indiana State Teachers' Retirement Fund on behalf of the employee. The employer further agrees to pay any future increase in contribution rates as required by law or regulation.
4. **Life Insurance:** The Board will also provide a fully paid term life insurance in the amount of two (2) times the salary of the Executive Director to the nearest \$1,000, with a maximum benefit of \$200,000. The Employee shall pay the cost of the AD&D rider.
5. **Auto/Mileage Allowance:** In lieu of a stipend, Employee may submit mileage claim forms for mileage reimbursement for all reasonable and necessary business-related automobile travel incurred in the performance of duties under this Agreement. Reimbursement shall be paid at the standard mileage Internal Revenue Service rate for work requiring round trip automobile travel from NISEC administrative offices.
6. **Professional and Civic Organization Dues.** The Board agrees to pay professional and civic organization memberships for the Executive Director not to exceed \$1,000 per year.
7. **Professional Conferences:** The Employer will pay all expenses for attendance at one state educational convention per Employment Year if the Employee holds membership in the organization or if the convention is sponsored by the Indiana Association of School Business Officials, Indiana Department of Education, or a professional organization specializing in the work of special education and/or students with exceptional needs. If the Employee desires to attend more than one educational convention in an Employment Year, then the Employee must obtain prior Board of Managers approval.
8. **Leave:** The Employee shall be entitled to twenty (20) days of vacation without loss of pay or other benefits. Up to a maximum of five (5) unused vacation days may be carried over into the succeeding year and used by December 31, 2027, or shall go without pay.

The Employee is entitled to a total of ten (10) days of paid time off during the employment year for circumstances related to personal illness, family illness, or bereavement. The Employee is entitled to a total of five (5) days of paid time off for personal business. Of the total fifteen (15) allotted days for paid time off, any unused days shall accumulate as Sick Leave at the conclusion of the employment year.
9. **Severance:** There are no severance benefits associated with this contract agreement.
10. Any fringes not specifically mentioned in this Agreement will be equal to administrator fringe benefits as defined in the Administrative Handbook.

VII. OTHER EMPLOYMENT. Employee shall devote time, attention, knowledge, and skill solely to the responsibility and interest of Employer and Employer shall be entitled to all of the benefits and other issues arising from the services and advice of Employee. Employee shall not engage in any activity and have interests, public or private, that conflict or suggest a potential conflict with the best interest of the Employer. Employee shall report

promptly any future situation that involves or might appear to involve the Employee having a conflict with the best interest of the Employer.

VIII. PROFESSIONAL LIABILITY. The Employer agrees that it shall defend, hold harmless, and indemnify the Director from any and all demands, claims, suits, actions, and legal proceedings brought against the Director in either her official or individual capacity, provided the incident arose while the Director was acting within the scope of her employment and excluding criminal litigation and, as such, liability coverage is within the authority of the Employer to provide under state law.

IX. RECOMMENDATIONS FOR IMPROVING OPERATIONS. Employee shall make available to Employer all information pertinent to Employer's operation of a special education cooperative of which Employee shall have any knowledge and shall make all suggestions and recommendations that will be of benefit to the Employer.

X. CONFIDENTIAL INFORMATION. Employee shall not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information that is deemed confidential by the Employer. This confidentiality covenant includes information that is deemed by the Employer to be confidential concerning any matters affecting or relating to the business of Employer, including but not limited to, all media, processes, reports, and information of any nature concerning the business of the Employer, its manner of operation, its plans, processes, or other data. The parties hereto stipulate that breaches of confidentiality can gravely affect the effective and successful conduct of the business of Employer and Employer's goodwill, and that any breach of the terms of this paragraph shall be a material breach of this Agreement. Nothing in this provision is intended to circumvent the Indiana Access to Public Records Act. To the extent Employee receives a public records request, then such request shall handle the processing of the request.

XI. AGREEMENTS OUTSIDE OF CONTRACT. The contract contains the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or any representations including the execution and delivery hereof, except such representations as are specifically set forth herein, and each of the parties hereto acknowledges that it or she has relied on its or her own judgment in entering into this Agreement. The parties hereto further acknowledge that any representations that may have heretofore been made by either of them to the other are of no effect and that neither of them has relied thereon in connection with its or her dealings with the other.

XII. MODIFICATION OF CONTRACT. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received as evidence in any legal proceedings or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing and has been duly executed by both parties. The parties further agree that the provisions of this section may not be waived except as herein set forth.

XIII. TERMINATION/NON-RENEWAL. This contract may be cancelled for cause in accordance with IC 20-28-7.5 et seq governing the cancellation of a regular teacher's contract or non-renewed in accordance with provisions in IC 20-28-8 et seq. that apply to the non-renewal of contracts of Special Education Directors.

If this Agreement should be terminated with cause, then the Employee shall receive no further compensation under this Agreement beyond the Employee's termination date.

XIV. **NOTICE.** Any notice required or permitted to be given hereunder shall be deemed properly given at the time it is personally delivered or mailed, properly addressed and post-paid, by certified mail, return receipt requested, to the address specified below or at such other address as may be specified in writing. For purposes of this provision, notice by the Employee to the Employer shall be made to the president of the Board of Managers at the address on file of the president and/or professional email address with a confirmed receipt. For purposes of this provision, notice by the Employer to the Employee shall be made to the last known home address for the Employee that is in the records of the school corporation.

XV. **SEVERABILITY.** All agreements and covenants contained herein are severable, and in the event, any of them, shall be held to be invalid by any competent court, this contract shall be interpreted as if such invalid agreements or covenants were not contained herein and the remaining provisions of this Agreement shall remain in full force and effect.

XVI. **GOVERNING LAW AND VENUE.** It is the intention of the parties hereto that this Agreement and the performance hereunder and all suits and proceedings hereunder be construed in accordance with and under and pursuant to the laws of the State of Indiana. The parties further agree that in any action or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Indiana shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action may be instituted. The parties agree that any legal action brought in connection with this Agreement shall be filed only in a federal or state court with appropriate jurisdiction in Lake County, Indiana.

XVII. **BINDING EFFECT.** This Agreement and its provisions shall be binding upon the parties, their heirs, personal representatives, successors, and assigns.

In Witness Whereof, the parties have executed this Agreement on the date first written below:

N _____ President	Date <u>5-20-26</u>
_____ Vice President	<u>5-20-26</u>
_____ Member	<u>5-20-26</u>
_____ Member	<u>5-20-26</u>
Employee _____ Administrator	Date <u>5-20-2026</u>