**SUPERINTENDENT'S CONTRACT**

THIS EMPLOYMENT CONTRACT made and entered into this 28th day of July, 2025 by and between the **SCHOOL TOWN OF MUNSTER**, Lake County, Indiana, a duly organized school corporation, hereinafter referred to as the "School Corporation" and **DR. MATTHEW HICKS** a duly licensed and certified teacher and administrator hereinafter referred to as the "Superintendent," who agree to the following terms and conditions of employment.

1. **Term.**

The term of this Contract shall be for a period of thirty-six (36) months, commencing on the 2nd day of August, 2025 and terminating on August 2, 2028. Unless the Superintendent is given a Notice of Termination of contract by the School Corporation on or before January 1, 2028, this contract shall automatically be extended to August 2, 2029, or until such earlier time that the employment term is terminated as otherwise provided by Indiana law.

2. **Certification.**

It is agreed that Superintendent shall obtain an Indiana Superintendent's License or Temporary Superintendent's License within six (6) months of signing this Contract and will thereafter maintain through the term of this Contract a valid Indiana Superintendent's License or Temporary Superintendent's License. Failure to maintain such licensing during the term of this Contract shall be considered cause for automatic termination of this Contract without further notice or hearing.

3. **Duties.**

The undersigned employee shall have the title of Superintendent with all the duties and responsibilities of that position. The Superintendent will faithfully and dutifully perform all of the duties of the Superintendent of the School Corporation as listed in the Superintendent's job description and those duties which are required by Indiana law, state regulations and School Corporation policies.

4. **Extent of Services.**

The Superintendent shall devote his entire time and energy to his duties as the School Corporation Superintendent, and he shall not, during the term of this Contract, engage in any other business activity whether or not such business activity is pursued for gain, profit or pecuniary advantage, without the prior consent of the Board of School Trustees of the School Town of Munster ("Board").

This Agreement is marked as Exhibit A, and incorporated by reference, as an addendum to a regular teacher's contract between the parties which constitutes the entire agreement between the parties, and this Agreement cannot be amended, changed or modified except upon written agreement executed by all parties.

5. **Compensation.**

The School Corporation shall pay the Superintendent a Base Salary of Two Hundred and Fifteen Thousand Dollars ($215,000.00) ("Base Salary") for the Employment Term. Commencing with the employment year August 2, 2025, the Superintendent's Base Salary shall be reviewed for each employment year of this Contract. Increases in such Base Salary, if any, shall be granted by the Board retroactive to the beginning of the employment year for which the increase is applicable and shall be based upon the annual evaluation of the Superintendent for that year and upon demonstrated achievement of the School Corporation, in areas including, but not limited to, student achievement, graduation rate, quality of primary and secondary education for students of diverse needs, district recognition, collaborative interaction with staff and community members and cost effective management of facilities and new construction. Should Superintendent achieve either an "effective" or "highly effective" rating on his evaluation, he will receive, at a minimum, the same amount of raise as the other administrators.

Upon approval by the Board, any adjustment to the Superintendent's Base Salary shall constitute an amendment to this Contract and become a part thereof but shall not be considered as a new contract or extension of the expiration date of this existing Contract.

6. **Relocation Reimbursement**

The School Corporation shall reimburse Superintendent for reasonable relocation expenses in an amount not to exceed Fifteen Thousand Dollars ($15,000.00) to be paid within thirty (30) days after receipt of documentation supporting expenses incurred.

7. **Transition Training**

Superintendent agrees to attend necessary transition training at School Corporation. The dates and times of said transition training shall be agreed upon by the parties to this Contract. School Corporation shall pay Superintendent $826.00 per day as well as reasonable travel fees to accommodate Superintendent's travel to School Corporation for said transition training.

8. **Professional Growth.**

The Board encourages the continuing professional growth of the Superintendent through his participation at professional seminars, programs and conferences sponsored by local, state and national school administrator and school board associations as well as seminars offered by

public or private educational institutions, groups, persons or associations. The School Corporation will pay the Superintendent for all expenses incurred in attending and/or participating in such activities in accordance with the policies of the School Corporation.

The School Town of Munster agrees to support the Superintendent in his involvement with the Principal's Recovery Network. Should Superintendent require leave and/or financial reimbursement for travel expenses for Network-related activities, Superintendent shall submit these requests in writing and obtain approval from the Board prior to incurring such leave and/or expenses. Such expenses are subject to standard district travel policy and documentation requirements.

9. **Automobile.**

The Board shall provide to the Superintendent Six Hundred Dollars ($600.00) per month automobile allowance for the business use of his private vehicle in the daily performance of his duties as Superintendent under the terms and provisions of this Contract. In addition to the automobile allowance, Superintendent shall be entitled to mileage reimbursement at the rate set forth by the School Corporation.

10. **Technology Expenses.**

The School Corporation will provide the Superintendent with current technological devices of the Superintendent's preference subject to Board approval.

11. **Business Expenses.**

It is understood that from time to time the Superintendent may be expected to incur reasonable and necessary expenses on behalf of the School Corporation including, but not limited to, memberships and expenses associated with Munster civic organizations and other community related activities. The School Corporation shall pay the expenses associated with such activities as approved in advance by the Board.

12. **Physical Examination.**

The Superintendent shall obtain an annual physical examination by a licensed medical doctor selected by him prior to August 1st of each contract year. The Board will be provided with a confidential statement from the physician performing the examination that the Superintendent is fit to perform his duties. Any cost of the physical examination in excess of that covered by the School Corporation's then current health insurance plan offered to the Superintendent will be borne by the School Corporation.

13. **Employee Benefits.**

Except as otherwise expressly provided in this Contract, the Superintendent shall be entitled to all

benefits applicable to twelve (12) month administrative certificated employees as set forth in the Administrative Fringe Benefits pamphlet, approved June 9, 2025, and effective on July 1, 2025, by the Board of School Trustees of the School Town of Munster and as the same may be amended from time to time.

14. **Administrative Retirement-Insurance.**

The Superintendent shall be entitled to participate in the Administrative Retirement-Insurance as set forth in the Administrative Fringe Benefits pamphlet, approved June 9, 2025, and effective on July 1, 2025, by the Board of School Trustees of the School Town of Munster and as the same may be amended from time to time. In order to be eligible for participation in the Administrative Retirement Incentive Program, the Superintendent must:

1) Qualify for Indiana State Teachers' Retirement Fund or Public Employees' Retirement Fund regular retirement;
2) Have five (5) years of administrative service in the School Town of Munster; and,
3) Be employed as an administrator at the time of retirement, or earlier termination.

All other retirement benefits as set forth in the Administrative Retirement Incentive Program will be available to the Superintendent.

With regard to the reporting of compensation to the Indiana State Teachers' Retirement Fund or Public Employees' Retirement Fund, the School Corporation shall report Superintendent's base salary, any supplemental stipend received, and the automobile allowance identified above.

15. **Annuity.**

During each year of employment under this Agreement, the Board shall pay the Superintendent Ten Thousand Dollars ($10,000.00) for the Superintendent's purchase of a tax deferred annuity of the Superintendent's choice.

16. **Professional Liability.**

The School Corporation shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against him in his individual or official capacity as an agent or an employee of the School Corporation, in connection with any matter arising while he was acting within the scope of his employment, as provided by Indiana Code §20-26-5-4(17) or a successor statute. All actions, choices and decisions made, which are customarily and usually considered within the authority and responsibility of an Indiana public school administrator, or which were made under apparent authority of statute or applicable common law or were specifically or impliedly authorized by the Board, shall be considered within the scope of employment for purposes of this provision, except for intentional acts, acts

in reckless disregard of the law, acts which serve as a basis for a criminal charge, or, acts of malfeasance in office or employment.

If the Superintendent in good faith considers that a conflict exists in regard to the defense of any such claim between his legal position and the legal position of the School Corporation or other named parties, Superintendent shall have the right to employ separate legal counsel, in which case School Corporation shall pay for or indemnify Superintendent for the cost of his legal defense, to the extent permitted by Indiana Code §20-26-5-4(17) or a successor statute.

17. **Notice.**

The Superintendent shall notify the Board in writing, of all inquiries he receives from other school corporations and/or other educational entities concerning his interest in other full-time employment opportunities within ten (10) days of receipt of such inquiries. The Superintendent shall also notify the Board, in writing, of all inquiries he makes concerning other full time employment opportunities within ten (10) days of making such inquiries.

18. **Service of Notice.**

Any notice given by any person to any provision in this Contract 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 School Corporation:
Personal & Confidential
Board President
School Town of Munster
8616 Columbia Avenue
Munster, IN, 496321

AND

To Superintendent:
Personal & Confidential
Matthewhicks.boiler@g
mail.com
1516 Pheasant Run
Richmond, IN 47374

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

19. **Retirement Notice.**

The Superintendent shall give notice to the Board at least six (6) months prior to the proposed date of retirement. The Board may waive the six (6) month notice requirement if the

Superintendent elects to retire because of serious health problems.

20. **Miscellaneous.**

The terms of this Contract shall be construed and regulated by the laws of the State of Indiana. The parties agree that each and every paragraph, sentence, term and provision of this Contract shall be considered severable. Invalidity of any portion of this Contract under the laws of the State of Indiana or the United States of America, shall not affect the validity of the remainder of this Contract.

21. **Termination.**

School Corporation may terminate this Contract at any time prior to the expiration date, for good cause, as set forth in Indiana Code §20-28-8-7 concerning termination of a Superintendent's contract and Indiana Code §20-28-7.5-1(e)(1)-(2), (4)-(7) concerning grounds for termination of an established teacher's contract.

THIS CONTRACT is dated this 28th date of July, 2025.

SCHOOL TOWN OF MUNSTER
Lake County, Indiana

School Corporation:

[redacted]

President, Board of School Trustees

[redacted]

Member, Board of School Trustees

[redacted]

Vice President, Board of School Trustees

[redacted]

Member, Board of School Trustees

[redacted]

Secretary, Board of School Trustees

SUPERINTENDENT:

[redacted]

DR. MATTHEW HICKS