

Superintendent's Contract for Employment

This contract (hereinafter "this Contract") alters the basic teacher contract for the employment of Christopher M. Hoke ("Hoke") as Superintendent by the Board of School Trustees of Northwestern Consolidated School District of Shelby County ("Northwest Shelby" or "School Corporation") by consent of the parties in the manner permitted by the Indiana Code 20-28-8-6(3).

1. Parties to this Contract and Definition of Terms.

The parties to this Contract are the:

"Superintendent" meaning Christopher M. Hoke ("Hoke"); and the

"Board" meaning the Board of School Trustees acting as the governing body of the of Northwestern Consolidated School District of Shelby County.

As used in this Contract, the term "school year" means the period beginning on July 1 of one calendar year and concluding on June 30 of the following calendar year;

2. Employment of the Superintendent and Term of Employment.

a. Employment Relationship and Length of This Contract.

This Contract constitutes an extension of the July 1, 2018 contract employing the Superintendent. The Superintendent accepts continued employment by the Board in the position of "Superintendent of Schools" and agrees he will continue serving as the chief executive officer of the School Corporation under this contract extension for a period and term beginning on July 1, 2019 and concluding on June 30, 2024, unless amended by the parties.

b. Work Days per School Year and the Schedule of Work Days.

The parties agree that the Superintendent shall provide services on two hundred sixty (260) days in each school year and a proportionate number of work days in each partial school year of employment. These work days shall be provided in accordance with a schedule of work days established by the Superintendent so as to insure the full competent performance of the duties established in Paragraph Three (3) of this Contract. The Superintendent shall communicate this schedule to the President of the Board in a timely manner each school year.

The Superintendent's two hundred sixty (260) days in each school year shall include all applicable leave days provided in Paragraph (4) of this contract and all paid holidays provided for twelve-month employees (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day).

c. Evaluation of Superintendent's Performance of His Duties.

The Board agrees to review the Superintendent's performance once a school year. If the Superintendent requests prior to February 1, the Board will review the Superintendent's performance a second time before the end of the school year on June 30.

3. Duties of Superintendent.

The Superintendent agrees that his duties as Superintendent pursuant to this Contract consists of the competent performance of the responsibilities of the position of Superintendent as stated in the Superintendent's job responsibilities contained in Board policy, the Superintendent evaluation document, and written job description. Those job responsibilities are incorporated into this Contract by this reference here as if fully set forth.

The parties agree that these job responsibilities represent a reasonable division of responsibilities between the policy-making responsibility of the Board, and the operation and management responsibilities of the Superintendent. The parties further agree that this division of responsibilities shall be interpreted consistent with the Indiana School Boards' Association Code of Ethics for School Board Members and the Indiana Association of Public School Superintendents' Code of Ethics.

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, without the informed consent of the Board, which consent shall not be unreasonably withheld.

The parties to this Contract further agree that the duties performed by the Superintendent pursuant to this Contract are unique in the School Corporation, and the Superintendent will therefore not be transferred or reassigned by the Board to another position without the Superintendent's written consent.

The Superintendent agrees that at all times while he is employed pursuant to this Contract he will competently perform his job responsibilities as hereinabove identified and fully meet the minimum qualifications for the position of Superintendent which include maintaining a license from the Division of Professional Standards of the Indiana Department of Education required for the position of Superintendent.

4. Salary and Benefits.

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

a. Basic Salary.

The Superintendent shall be paid One Hundred Eighteen Thousand Nine Hundred Sixty-Five Dollars (\$118,965.00) for the first school year of employment pursuant to this Contract. If the Superintendent receives an Effective or Highly Effective evaluation rating for the prior year, the Superintendent shall receive an annual salary increase equivalent to the school year increase included in the teacher Master Contract for each subsequent year of this Contract.

The Superintendent shall be paid on the same pay periods fixed for all employees of the School Corporation.

b. Paid Leave.

- i. PTO: The Superintendent shall be entitled to the same number of PTO days per year as teachers receive per the Master Contract. Such days may be utilized under the same conditions and with the same carryover, accumulation, and payout as teachers are permitted for such days.
- ii. Vacation: The Superintendent shall be entitled to twenty (20) vacation days per school year. Superintendent will be permitted to carryover 15 vacation days into the next school year (maximum total accumulation of 35 vacation days) and all others will accumulate as sick days only.
- iii. Sick Day accumulation: The total sick days, whether drawn from PTO or vacation, may accumulate to a maximum of two hundred (200) days.

The Superintendent shall be entitled to paid and unpaid leave in any circumstance in which paid or unpaid leave is required by Indiana or federal law or provided by the Board's policy then in force for its administrative employees.

This Contract shall not modify the parties' rights and obligations under Indiana and federal law and regulations governing leaves of absence such as for jury duty, or leave pursuant to

the Family and Medical Leave Act ["FMLA"], including but without limitation, the Board's right to assert that Superintendent is a "key employee" for FMLA purposes.

c. Insurance Coverage.

i. **Life Insurance and Long-Term Disability:** The Board shall pay all but one (1) dollar for a Fifty Thousand Dollars (\$50,000) term life insurance policy on the life of Superintendent, as well as group long-term disability coverage.

ii. **Health, Dental, and Vision Insurance:** The Board shall contribute on behalf of the Superintendent all but One Dollar (\$1.00) of the total annual premium for a PPO2 School Corporation sponsored health insurance plan, to be applied to a School Corporation-sponsored health insurance plan of the Superintendent's choice.

The Superintendent may participate in the School Corporation's Dental and Vision insurance programs. If Superintendent elects to do so, Superintendent shall pay 100% of the premium for Dental and Vision coverage selected.

The Board and Superintendent agree that during any open enrollment period established by the group health insurance carrier utilized by the Board for its certificated employees, the Superintendent shall have the option to enroll himself and any eligible family members in the group health insurance coverage by the Board.

d. ISTRF Employee Contribution.

In addition to the other compensation provided to the Superintendent by this Contract, the Board shall make any contribution to the Indiana State Teachers' Retirement Fund that would otherwise be required to be paid by the Superintendent as a direct result of his employment by the Board in an amount not less than 8.5% of basic salary for each year of employment under this Contract. All payments to the Superintendent subject to federal income tax and the Superintendent's contribution to the Indiana State Teachers' Retirement Fund shall be included in the Superintendent's basic salary for purposes of the Indiana State Teachers' Retirement Fund.

e. Deferred Compensation Pursuant to IRS Section 401A and VEBA.

In addition to the other forms of compensation and benefits provided to the Superintendent by the Board in exchange for his services pursuant to this Contract, the Board shall make a contribution of a total of 2.25% of the Superintendent's annual salary on the Superintendent's behalf into a §401A and VEBA plan (2.25% is combined total contribution distributed over the 2 plans) for each calendar year of employment. For any partial calendar year of employment, the Board shall pay a proportionate share of this amount.

The Superintendent shall execute a salary reduction agreement and any other documents necessary to implement this provision of this Contract. The Superintendent acknowledges that his elective deferral of salary pursuant to this provision will be characterized as wages for Social Security, FICA, and for contributions to the Indiana State Teachers' Retirement Fund.

f. Annuity.

In addition to the other forms of compensation and benefits provided to the Superintendent by this Contract, the Board shall make an Annuity contribution in the amount of Five Thousand Dollars (\$5,000.00) for each year of employment under this Contract.

g. Corporation Cell Phone.

The Board shall provide the Superintendent with a Corporation-issued phone with a voice and data plan for the exclusive business and personal use of the Superintendent.

h. Professional Development.

The Board encourages the Superintendent to participate in professional development. The Board will reimburse the Superintendent for any such expenses including dues and memberships to appropriate professional organizations and study councils.

i. Miscellaneous Provisions Identical to Those Provided under Master Contract.

The Superintendent shall be entitled to any other benefits established in the teachers Master Contract, including: Severance pay at age 55 with 6-year minimum employment with the Corporation, Salary during injury, Payroll deductions, Mileage reimbursement, Temporary Disability Leave, Sick Leave Bank, Bereavement Leave, Unpaid Leave, Court Leave, Jury Duty, Adoption Leave and Additional Training Stipend. To the extent that benefits for teachers would duplicate a benefit provided by this Contract, the benefit provided by this Contract shall be the only benefit provided to the Superintendent.

6. Cancellation of this Contract.

The parties agree that this contract may be cancelled for any reason listed in Indiana Code 20-28-8-7.

7. Defense and Indemnification for Acts in Performance of Duties.

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 set out in Paragraph Three [3] of this Contract to the fullest extent permitted by law.

8. Entire Agreement of Parties Incorporated Here.

The parties agree that each has had an opportunity to obtain the assistance of counsel in the process of negotiating and evaluating the terms of this Contract and has had sufficient time to consider and understand the terms of this Contract. This Contract and the documents specifically incorporated into it by specific reference therefore contains all the agreed terms of employment of the Superintendent by the Board.

The parties agree that this Contract will not be modified or repealed except in a written document making specific reference to this Contract and the specific provision to be modified. Both parties shall approve modifications to this Contract in the same manner that this Contract was first approved.

If required for purposes of compliance with a legal requirement or request of the State Board of Accounts, the parties agree that they will execute one or more one-year or multi-year standard teacher contract documents to implement the terms of this Contract. The parties further agree that to the extent that this Contract is consistent with the Superintendent's basic teacher contract, this Contract shall take precedence. This Contract shall supersede any and all previous Contracts.

9. Contract as a Public Record.

The parties agreed that this Contract is a public record under the Indiana Access to Public Records Act, Indiana Code 5-14-3, and Indiana Code 20-28-6-2(d) pertaining to teacher contracts generally. The parties further agree that documents that implement this Contract may or may not be public records, depending on the specific record.

10. Severability of the Terms of This Contract.

Where reasonably possible, each provision of this Contract shall be construed to apply. Where no such construction is possible, or if any provision of this Contract should be held invalid by operation of law or by any tribunal of competent jurisdiction, then that provision shall be modified in accordance with that holding to implement the likely original mutual understanding of the parties hereto to the extent possible while conforming to the minimum applicable legal standards. Such modification where possible, or provision severance where legally necessary, shall not invalidate any other part of, or the remainder of, this Contract, unless the result cannot fairly be regarded as materially reflecting the parties original mutual understanding.

Agreed this 16th day of March, 2020.

Superintendent



**Board of School Trustees for the Northwestern
Consolidated School District of Shelby County**

by: Vince Sanders
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President

attest: Wendy Gearlds
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Secretary

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 NORTHWESTERN CONS SCH DIST ("Corporation") and Teresa A. Branson ("Teacher"). Teresa A. Branson 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 July 01, 2020 and ending on June 30, 2023. 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 220 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 7.5. 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 \$83,546.47 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 canceled 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 7 day of December, 2020.

Teacher:

Teresa A Branson

School Corporation by

Vicki SH

President

Attested:

[Signature]

Superintendent

Wanda Gaudin

Secretary

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 NORTHWESTERN CONS SCH DIST ("Corporation") and Cary D. Chandler ("Teacher"). Cary D. Chandler 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 July 01, 2020 and ending on June 30, 2023. 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 230 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 7.5. 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 \$100,255.77 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 canceled 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 41 day of December, 2020

Teacher:



Attested:

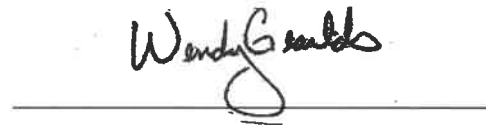


Superintendent

School Corporation:



President



Secretary

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)

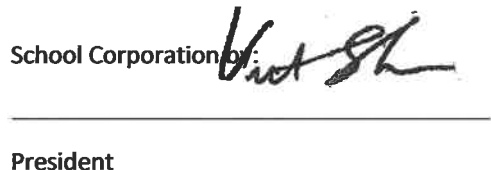
This regular teacher contract ("Contract") is by and between the governing body of the NORTHWESTERN CONS SCH DIST ("Corporation") and Bryan D. Graham ("Teacher"). Bryan D. Graham is a teacher as defined in Ind. Code 20-18-2-22.

In exchange for the Teacher's services described below, the Corporation and the Teacher agree that:

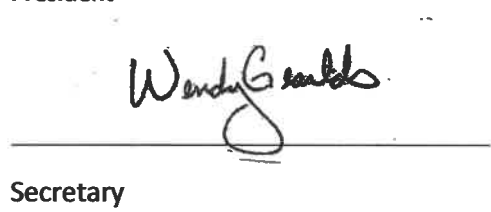
1. The Teacher shall teach in the schools of the Corporation for the school term beginning July 01, 2020 and ending on June 30, 2023. Ind. Code 20-28-6-2(a) (3) (A)
2. The school term described in paragraph 1 immediately above for services under this Contract consists of 220 days. Ind. Code 20-28-6-2(a) (3) (B)
3. The number of hours per day the Teacher is expected to work under this Contract is 7.5. 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 \$76,642.12 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 canceled 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 4 day of December, 2020.

Teacher:


School Corporation of:


Attested:

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 NORTHWESTERN CONS SCH DIST ("Corporation") and Rhonda K. Hill ("Teacher"). Rhonda K. Hill 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 July 01, 2020 and ending on June 30, 2023. 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 220 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 7.5. 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 \$83,546.47 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 canceled 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 4th day of December, 2020.

Teacher:

Rhonda Hill

School Corporation by:

[Signature]

President

Attested:

[Signature]

Superintendent

Wendy Gault

Secretary

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 NORTHWESTERN CONS SCH DIST ("Corporation") and James E. Hough ("Teacher"). James E. Hough 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 July 01, 2020 and ending on June 30, 2023. 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 220 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 7.5. 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 \$94,465.36 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 canceled 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 4th day of December, 2020.

Teacher:



Attested:




Superintendent

School Corporation:



President



Secretary

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 NORTHWESTERN CONS SCH DIST ("Corporation") and Timothy P. Kegley ("Teacher"). Timothy P. Kegley 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 July 01, 2020 and ending on June 30, 2023. 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 210 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 7.5. 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 \$64,576.98 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 canceled 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 8 day of December, 2020.

Teacher:



School Corporation by:

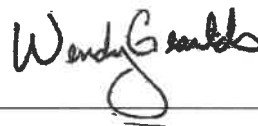


President

Attested:



Superintendent



Secretary

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)

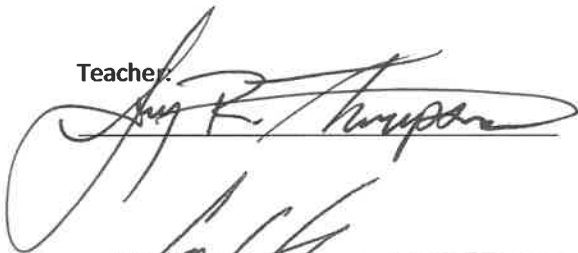
This regular teacher contract ("Contract") is by and between the governing body of the NORTHWESTERN CONS SCH DIST ("Corporation") and Larry R. Thompson ("Teacher"). Larry R. Thompson is a teacher as defined in Ind. Code 20-18 -2-22.

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 July 01, 2020 and ending on June 30, 2023. 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 220 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 7.5. 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 \$94,465.36 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 canceled 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 7 day of December, 2020.

Teacher:



Attested:

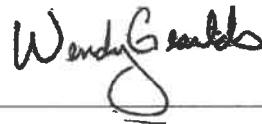


Superintendent

School Corporation by:



President



Secretary