

**AGREEMENT BETWEEN
Salem Community School Corporation
and Independent Contractor, Dr. Kim Thurston**

THIS AGREEMENT is made this 30th day of May, 2023, by and between Salem Community School Corporation (also interchangeably referred to herein as the "School Corporation") and Dr. Kim Thurston. ("Thurston"). Thurston recently retired from Salem Community Schools, where he served primarily as Assistant Superintendent, but also as Interim Superintendent on multiple occasions. The parties desire to enter into a contract for Thurston to provide Interim Superintendent consulting services to the School Corporation.

THEREFORE, in consideration of the mutual promises set forth in this Agreement, the School Corporation and Thurston mutually agree and covenant as follows:

1. Performance of Services.

- (a) Thurston agrees to provide Interim Superintendent consulting services, whereby he will act as Interim Superintendent, advising and carrying out duties of the office of Superintendent under Indiana law ("the Services") to School Corporation, Thurston will be responsible to, and report to, the School Board of Trustees, but will personally determine the means, manner, method and details of performing the Services.
- (b) Thurston represents that he has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the School Corporation. He represents that he is licensed by the State of Indiana to perform such Services, and that he has the authority to sign documents as Interim Superintendent. Thurston shall be solely responsible for the professional performance of the Services, and shall have sole discretion and control of the Services and the manner in which they are performed, subject to the requirements of Indiana law.

2. Payment for Services. The School Corporation agrees to pay Thurston for the Services being provided under this Agreement in accordance with the following terms and conditions:

- (a) Thurston shall keep track of his hours worked and at least bi-weekly shall submit those hours to the Office of the Treasurer for the School Corporation in accordance with the directives of that office for the issuance of bi-weekly payments, which shall be made, in arrears, in conjunction with the normal payroll cycle for the School Corporation. In addition, Thurston shall submit a summary of his time to the Board of Trustees, through its President, along with a summary of the work performed.
- (b) The School Corporation shall issue payment for the professional services rendered by Dr. Thurston at a rate of \$75.00 per hour.

3. Term. This Agreement will become effective upon signing, and shall continue until such time as the School Corporation determines that his services are no longer needed. This Agreement may be terminated by either party at any time for any reason.

4. Complaints or Concerns. The School Corporation will notify Thurston in writing if it has any complaints or concerns regarding the Services being provided under this Agreement. Thurston agrees to address those concerns in a prompt and professional manner.
5. Relationship of the Parties. Thurston is entering into this Agreement as an independent contractor. Under no circumstances shall Thurston be considered an employee of the School Corporation within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Thurston consider Salem Community School Corporation as his employer, or as a partner, agent, or principal. Except as otherwise expressly stated in this Agreement, Thurston shall not be entitled to any benefits accorded to the School Corporation's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Thurston shall be responsible for providing, at his own expense and in his own name, any disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder. Thurston may, in his sole discretion continue consulting for other organizations when not performing the Services for Salem Community School Corporation.

Thurston shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of payments received by Thurston under this Agreement, including estimated taxes, and shall provide the School Corporation with proof of said tax payments upon demand.

6. Criminal Records Check. Thurston shall comply with the provisions of Indiana law regarding the completion of criminal background investigations.
7. Provision of Office, Equipment, Mileage and Supplies. The School Corporation agrees to provide an office, desk space, communication facilities and other necessary items for Thurston to perform the Services during the term of this Agreement. The School Corporation shall reimburse Thurston for mileage at the rate allowed by the Internal Revenue Service in effect for the period for which mileage was incurred.
8. Indemnification. The School Corporation shall defend, hold harmless and indemnify Thurston from any and all demands, claims, suits, actions or legal proceedings brought against Thurston by any third party, provided that the incident arose in connection with the Services being provided under this Agreement. All actions, choices and decisions made, which are customarily and usually considered within the authority and responsibility of an Indiana public school Superintendent, or which were made under apparent authority of statute or applicable common law or which were specifically or impliedly authorized by the Board, shall be considered within the scope of this Agreement. This provision shall require the School Corporation to pay all legal fees, court costs, and any and all other litigation costs directly, or to reimburse Thurston for any such fees, costs or expenses necessary to defend itself from any and all such demands, claims, suits, actions or legal proceedings brought against Thurston unless such demands, claims, suits, actions or legal proceedings were brought for actions clearly outside the scope of this Agreement. This indemnification

provision shall survive the termination of this Agreement and shall continue in full force and effect after termination of the contractual relationship between the parties.

9. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

Salem Community Schools
500 North Harrison St
Salem, IN 47167

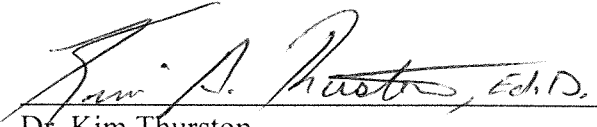
Dr. Kim Thurston
281 Matthew Drive
Seymour, IN 47274

10. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties. The School Corporation will be responsible for legal fees associated with the preparation and approval of this Agreement.
11. Indiana Law, Venue and Attorney's Fees. This Agreement shall be governed by the rights, duties and obligations of the parties and shall be determined and enforced in accordance with the laws of the State of Indiana. The parties further agree that Washington County, Indiana is the appropriate venue for any action or proceeding brought to enforce the terms and conditions of this Agreement. In the event Thurston should prevail in any legal action to enforce the terms of this Agreement, then the School Corporation agrees that it shall be responsible for all costs and expenses, including legal fees, incurred by Thurston related to such legal action.
12. Waiver. The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

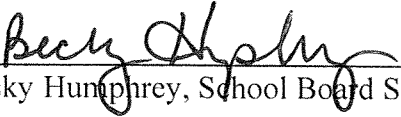
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date first above written.

Salem Community School Corporation

By: 
Mark Day, School Board President


Dr. Kim Thurston

ATTEST:

By: 
Becky Humphrey, School Board Secretary