

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 **SALEM COMMUNITY SCHOOLS** ("Corporation") and **JON D ACTON** ("Teacher"). **JON D ACTON** 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:

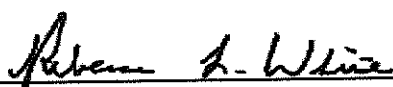
1. The Teacher shall teach in the schools of the Corporation for the school term, beginning **MARCH 1, 2020** and ending on **JUNE 30, 2023**. Ind. Code 20-28-6-2(a)(3)(A)
2. The school term described in paragraph 1 immediately above for services under this Contract consists of **260.00** days. Ind. 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 **\$115,000.00** during the school year. Ind. Code 20-28-6-2(a)(3)(C)
5. The Corporation shall pay this amount in **26.0** 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 18TH day of FEBRUARY, 2020.

Teacher

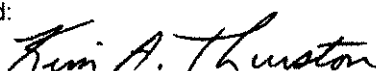


School Corporation by:



President

Attested:



Asst. Superintendent

Secretary

YEAR 1 OF A 3 YEAR CONTRACT.

Superintendent's Contract of Employment

This contract (hereafter “this Contract”) supplements the basic teacher contract for the employment of Jon D. Acton as Superintendent by the Board of Trustees of the Salem Community Schools by agreement of the parties in the manner permitted by Indiana Code 20-6.1-4-18(3)

1. **Parties to this Contract and Definition of Terms.**

The parties to this Contract are the “**Superintendent**” meaning Jon D. Acton; and the “**Board**” meaning the Board of School Trustees acting as the governing body of the Salem Community Schools. This term “**school year**” as used in this Contract means a period beginning on July 1 of one calendar year and concluding on June 30 of the following calendar year.

2. **Employment of Superintendent & Term of Employment.**

The Board employs the Superintendent and the Superintendent agrees to be employed by the Board as the Chief Executive Officer of the Salem Community Schools for an initial period beginning on March 1, 2020, and concluding on June 30, 2023, subject to the terms of this Contract.

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

the Board on June 1 for the following school year. Changes in the schedule during the school year shall be submitted to the Board in writing.

The Superintendent's two hundred sixty (260) scheduled work days shall include vacation days pursuant to paragraph 4(b), sick leave days pursuant to paragraph 4(c) of this Contract and any other paid leave pursuant to paragraph 4(d) of this Contract. All paid leave shall be scheduled with the exception of sick days.

3. 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. The parties agree that the description of the duties as Superintendent represent a reasonable division of responsibilities between the policy making responsibility of the Board, and the implementation and management responsibilities of the Superintendent. The parties further agree that this division of responsibilities is consistent with and shall continue to be implemented consistent with the Indiana School Boards' Association Code of Ethics for School Board members which is attached to and incorporated into this Contract as a material term.

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 his performance of his duties as Superintendent.

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

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 which include maintaining a license from the State of Indiana for the position of Superintendent.

The Board shall evaluate and assess in writing the performance of the Superintendent during the term of this Agreement. Such evaluations shall be conducted at least annually BY June 30th, and shall be placed in the Superintendent's personnel file.

Each such evaluation shall occur in a closed executive session. In the event that the Board determines that the performance of the Superintendent is unsatisfactory under the terms of the Agreement, the Board shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement and a time frame for the implementation thereof.

The Superintendent shall have the right to prepare and submit a written response to the evaluation. Such response, if any, shall be placed in the Superintendent's personnel file.

4. Salary & 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. Salary.

The Superintendent shall be paid One Hundred Fifteen Thousand Dollars (\$115,000.00) each school year of employment pursuant to this Contract until July 1, 2023. The Board agrees that it shall consider the possibility of an increase in the salary amount pursuant to this Contract in June of each school year. The Superintendent shall be paid in twenty-six (26) equal installments on a schedule fixed for all employees of the Board.

b. Vacation Leave

In each school year, the Superintendent shall have available twenty (20) paid days for personal vacation.

c. Personal Time Off.

In each school year, the Superintendent shall have available the same days as provided in the Collective Bargaining Agreement effective July 1, 2019 through June 30, 2021, on page 6 and identified as "Personal Time Off" which states as follows:

Each teacher shall be granted fourteen (14) days of personal time off during the first year of his/her employment and thirteen (13) days each succeeding year. Personal time off shall accumulate to 194 days. The School Corporation shall have the authority, under certain conditions (such as prolonged illness or hospitalization), to request a doctor's release before a teacher can return to work after using personal time off.

d. Insurance Coverage.

The Board shall pay all but One Dollar (\$1.00) of the insurance premium for the Superintendent and his eligible dependents' coverage by the group health, dental, vision, term life and long-term disability policies. The Board agrees that it shall not have the right to decrease the amount or scope of coverage provided to the Superintendent pursuant to this subparagraph without the written approval of the Superintendent. The Superintendent agrees that the selection of insurance carrier providing the coverage shall be by the Board. The life insurance policy for the Superintendent shall be for coverage at a level equal to two (2) times the salary up to the carrier maximum in paragraph 4(a).

e. ISTRF Employee Contribution.

In addition to the other consideration provided to the Superintendent by this paragraph of this Contract, the Board shall make any mandatory contribution to the Indiana State Teachers' Retirement Fund that would otherwise be required to be paid by the Superintendent. 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 salary for purposes of the Indiana State Teachers' Retirement Fund.

f. Health Examination.

The Superintendent shall undergo a comprehensive medical examination each year to be conducted by a licensed medical doctor. A statement

certifying to the physical competency of the Superintendent shall be requested of the medical doctor, filed with the Secretary of the Board and treated as confidential. The cost of the comprehensive medical examination and medical doctor's certification shall be borne by the Board.

g. Business and Professional Expenses.

The Board shall reimburse the Superintendent for appropriate business and professional expenses approved by the Board. Appropriate expenses shall include the cost of membership and participation in State and National professional associations of educational administrators, and expenses related to the Superintendent's attendance at conferences and activities approved in advance by the Board. The Superintendent shall be encouraged to attend one National conference annually, either NSBA or IAPSS, for which the Board agrees to pay. The Superintendent shall be a member of IAPDD, ASCD, PDK, IAPSS and AASA, for which the Board agrees to pay his membership fees.

h. Travel Allowance.

The Board shall pay the Superintendent mileage per IRS guideline for his business travel.

i. Cellular Phone, Laptop, Desktop and Miscellaneous Technology

The Board will provide Superintendent with a cell phone for Corporate use, a laptop, a desktop and miscellaneous technology as needed in the performance of his duties.

5. Extension and Length of this Contract

Extension of this contract shall be governed by Indiana Code 20-28-8-6.

6. Termination of this Contract

a. Termination for Failure to Meet Minimum Qualifications.

The parties agree that at the time of the execution of this Contract, the Superintendent meets the minimum qualifications for the position of Superintendent as stated in the job description incorporated into paragraph 3(a) of this Contract and that if, at any time the Superintendent no longer meets these minimum qualifications, this Contract shall terminate immediately without any due process or other pre-condition to cancellation except as is necessary to confirm non-compliance.

b. Termination for Other Reasons.

In addition to paragraph 6.a., this Agreement may be terminated only at the following times and only upon the following conditions:

- (1) **Mutual Agreement:** This Agreement may be terminated on any date upon the written mutual agreement of the Board and the Superintendent, and in that event, neither party shall have an obligation to the other party after the date of termination.
- (2) **Termination by Board "For Cause":** The Board may terminate this Agreement at any time in accordance with the procedures of applicable law, including Indiana Code 20-28-8 et. Seq., as

amended, and for cause or on grounds provided by law. If the Board terminates this Agreement during its Term by process provided in applicable law, all obligation of the Board to make further payments and/or to provide any other compensation or consideration hereunder shall cease as of the end of the month in which such termination occurs.

- (3) **Notice of Termination Upon Expiration.** This Agreement may be terminated at any time during the Term as provided herein in accordance with applicable law. Further, termination of this Agreement on and effective as of the expiration of the Term stated herein shall be upon notice as provided by law. Applicable law includes Indiana Code 20-28-8 et. Seq.

c. **Waiver of Right to Due Process and Breach of Contract Remedies.**

Except as provided in paragraph 6(a) of this Contract, the parties agree that the provisions of paragraph 6(b) of this Contract shall be the sole and exclusive means of non-renewing or canceling this Contract or obtaining a legal or equitable remedy for a breach of this Contract.

In exchange for the agreement to this provision by the other party, the Board and Superintendent waive the application of the termination and non-renewal provisions in Indiana Code 20-6.1-4, including the hearing requirement under Indiana Code 20-6.1.4-19(2) the application of any other procedural requirement or substantive standard imposed by state or federal law, and any action for damages or equitable relief arising out of the cancellation of this Contract except as is necessary to enforce this paragraph of this Contract.

7. Professional Liability.

The Corporation agrees that it shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in his individual capacity while discharging his responsibilities as an employee of the Corporation, provided the incident arose while Superintendent was acting within the scope of his employment and as such liability coverage is within the authority of the Board under the laws of the State of Indiana. In any case, individual Board members will not be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions, and legal proceedings. The Corporation shall not, however, be required to pay Superintendent's attorney fees or any costs of any legal proceedings in the event the Corporation and Superintendent have adverse interest in such litigation.

8. Entire Contract of the Parties.

The parties agree that each has had the assistance of counsel in the process of negotiating the terms of this Contract and sufficient time to consider and understand the terms of this Contract and that this Contract therefore contains all the agreed terms of employment of the Superintendent by the Board and will not be modified except in a written document making specific reference to this Contract and the specific provision to be modified. Modifications to this Contract shall be approved by both parties in the same manner that this Contract was approved.

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 that this Contract is inconsistent with the Superintendent's basic teacher contract this Contract replaces, the terms of this Contract shall control.

9. Contract as a Public Record.

The parties agree that this Contract is a public record under the Indiana Public Records Law, Indiana Code 5-14-3, and Indiana Code 20-6.1-4-3(b) pertaining to teacher contracts generally.

10. Drafting & Construction of this Contract.

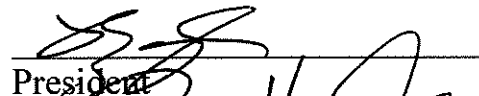
For purposes of the construction and interpretation of this Contract, both parties participated in the drafting of this Contract and neither party shall be considered the drafter of this Contract or any particular language contained in this Contract.

AGREED THIS 18 DAY OF February, 2020.

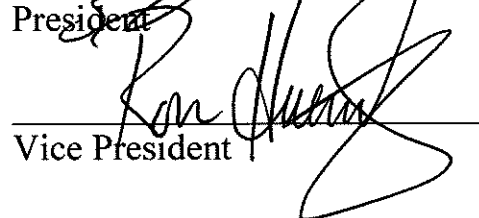
SUPERINTENDENT



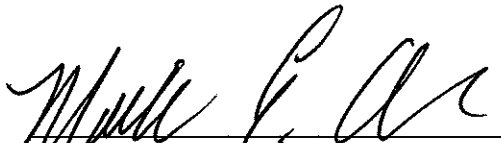
BOARD OF SCHOOL TRUSTEES

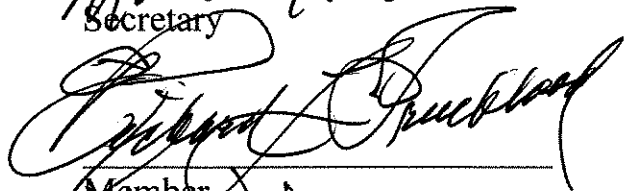


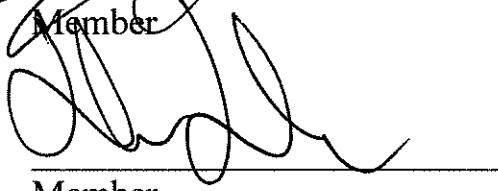
President





Vice President


Secretary


Member


Member


Member


Member