

**NORTH GIBSON SCHOOL CORPORATION  
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**



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

The parties to this Contract are the:

- A. "Superintendent" meaning [REDACTED]; and
- B. "Board" meaning the Board of School Trustees acting as the governing body of the North Gibson School Corporation.
- C. The 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 & Terms of Employment**

The Board employs the Superintendent and the Superintendent agrees to be employed by the Board as the Chief Executive Officer and Chief School Administrator of the North Gibson School Corporation. This term of this Contract begins on January 1, 2022 and concludes on June 30, 2025.

This Agreement shall be extended one (1) additional school year if the Board does not give written notice that the Board does not desire the automatic extension of this Agreement on or before June 30. This Agreement shall be extended every July 1<sup>st</sup> thereafter by one (1) school year if the Board fails to provide written notice to the Superintendent on or before June 30 that the Board does not desire the automatic extension. The intent of this provision is that there will be at least two (2) school years remaining of this Agreement, if timely Board notice is not provided.

The parties agree that the Superintendent shall provide services on two hundred forty (240) days during each school year. These work days shall be provided in accordance with a schedule of work days established by the Superintendent so as to ensure the full and competent performance of the duties established in Paragraph 3 of this Contract. The two hundred forty (240) work days shall include paid leave days pursuant to Paragraph 5- B of this Contract but shall not include any other paid leave pursuant to Paragraph 5-C of this Contract. The Superintendent shall devote

the Superintendent's time, attention, and energy to the business of the District.

3. **Duties of the Superintendent**

The Superintendent is responsible for and shall perform those functions as specified in the job description for the position for which the Superintendent is hereby employed, as such may be amended from time to time by the Board. The Superintendent shall be responsible to, and shall be subject to, the direct supervision and evaluation of the Board. The Superintendent is also responsible for complying with all directives of the Board which are authorized by official Board action. In addition, the Superintendent shall, during the term of this Addendum, hold and maintain such state licenses and certifications as may be applicable or required, and shall devote his full working time to the performance of his duties as Superintendent.

4. **Evaluation of the Superintendent**

The Board will review the Superintendent's performance no less than annually each year. The Superintendent will not receive any raise or increment for the following year if his performance is designated as "improvement necessary" or "ineffective".

5. **Salary & Benefits**

A. **Base Salary**

Effective January 1, 2022, the Superintendent's base salary shall be one hundred thirty-two thousand dollars (\$132,000.00) for the annual period of July 1st through June 30<sup>th</sup> but will be subject to possible increases in future contract years in accordance with the terms set forth herein. The Board will evaluate in writing at least one time annually the performance of the Superintendent. Such evaluation will be conducted in accordance with Indiana law. The Superintendent shall be entitled to receive any salary or stipend payments that are paid to teachers pursuant to the Master Teacher's Contract. The Superintendent shall be paid in twenty-six (26) equal bi-weekly installments on a schedule fixed for all employees of the Corporation.

B. **Vacation Days**

The Superintendent shall be entitled to twenty (20) paid vacation days each school year.

C. **Insurance Coverage and Contribution**

The Superintendent is eligible for family health insurance through the North Gibson School Corporation. The Superintendent shall pay one dollar (\$1.00) per month toward his health insurance premium.

**D. Term Life Insurance**

The Board agrees to provide the Superintendent a term life insurance policy with a face value equal to \$100,000. The Superintendent shall contribute \$1.00 annually toward the cost of the premium for such term life insurance.

**E. Section 403(b) Contribution**

The Board shall provide tax deferred contributions for the Superintendent to retirement plan arrangements described in Section 403(b) of the Internal Revenue code for each year of employment. These payments shall be a monthly non-elective contribution amount equal to six percent (6%) effective January 1, 2022, seven percent (7%) for 2022-2023, eight percent (8%) for 2023-2024, nine percent (9%) for 2024-2025, and shall be increased by 1 percent (1%) each year up to a maximum contribution of ten percent thereafter of the gross salary paid annually for each year of employment for the Superintendent to an approved 403(b) vendor account. The Superintendent will be immediately vested upon implementation of this account.

The total unused portion of the annual nondesignated leave allowance shall be added to prior accumulated sick leave days. Upon departure, the Superintendent will receive payment in the amount of fifty dollars (\$50.00) per day for unused sick days, up to a maximum of forty (40) days. This amount will be paid into the Superintendent's Section 403(b) account no later than June 30 for each year of this Contract.

**F. ISTRF Employee Contribution**

In addition to the other considerations provided to the Superintendent by this paragraph of 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 in accordance with his date of hire.

All payments to the Superintendent subject to federal income tax and be included in "annual compensation" as defined in IC 5-10.2-4.3(c) and used to determine the "average of annual compensation" defined in IC 5-10.2-4.3 (b) and reported to the Indiana State Teacher Retirement Fund for purposes of calculating the Superintendent's retirement benefit.

**G. Cellular Phone and Internet Device**

The Superintendent is required and it is essential for the performance of the Superintendent's duties to have a cellphone and cellphone service with both voicemail and email capacity and an internet data device. The Board agrees to provide these devices to the Superintendent.

**H. Dues/Membership Fees for Professional Organizations**

The Board agrees reimburse the Superintendent for the cost of two (2) memberships in any state or national professional association each school year.

**I. State and National Conferences**

The Board agrees to pay all reasonable expenses (which is determined in the sole discretion of the Board) for the Superintendent to attend state conferences and one national conference to enhance his professional skills and knowledge, provided the Superintendent receives advance approval from the Board to attend such conference(s).

**J. Corporation Vehicle**

The corporation shall provide and maintain a late model vehicle for use during the term of the Superintendent's employment.

**K. Relocation Expense**

In the event the Superintendent moves into the attendance boundaries of the North Gibson School Corporation during the term of this Contract, the Board will reimburse the Superintendent up \$5000 for his relocation expenses.

**M. Other Benefits**

The Superintendent shall be entitled to all other benefits established by the Board for all management employees of the Board. To the extent benefits for other management employees duplicate a benefit specifically provided pursuant to this Contract, the benefit provided by this Contract shall be the benefit provided to the Superintendent. This Contract is further supplemented by the teachers' negotiated agreement between the Board and the North Gibson Education Association. If any benefit specifically provided by the teachers' negotiated agreement duplicates a benefit provided by this Contract, the benefit provided by this Contract shall be provided to the Superintendent.

**6. Defense and Indemnification for Acts as Superintendent**

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 within the scope of his employment as set out in paragraph 3 of this Contract to the fullest extent permitted by law. The provisions of this paragraph exclude criminal conduct or any other conduct that is outside the scope of the superintendent's duties.

**7. Entire Contract of Parties**

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

**8. 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 20-28-6-2 pertaining to teacher contracts generally.

**Agreed this \_\_ day of December, 2021.**

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**Board of School Trustees of the North  
Gibson School Corporation**

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Joe Williams, President

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Brock Sievers, Vice-President

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Amy Michelle Bingham, Secretary

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Mike Ice, Member

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Travis Nolcox, Member