

## **EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION ("WLCSC"), and \_\_\_\_\_ ("\_\_\_\_\_").

### **Recitals**

**A.** WLCSC desires to retain the knowledge and experience of and to employ \_\_\_\_\_ as Superintendent of the WLCSC.

**B.** WLCSC desires to secure for itself the services of \_\_\_\_\_, and \_\_\_\_\_ desires to be employed by WLCSC.

**C.** WLCSC and \_\_\_\_\_ desire to enter into and to reduce to writing the terms of \_\_\_\_\_'s employment by WLCSC in accordance with Ind. Code 20-28-8-6, such terms to include, supplement, and modify, where applicable, the Regular Teacher's Contract entered into by WLCSC and \_\_\_\_\_, as prescribed by Ind. Code 20-28-6.

**NOW, THEREFORE**, in consideration of the matters set forth in the Recitals and of the mutual promises hereinafter set forth, it is agreed as follows:

### **ARTICLE I**

#### **EMPLOYMENT AND TERM**

**Section 1.01 Employment Term.** WLCSC hereby employs \_\_\_\_\_ as Superintendent of WLCSC ("Superintendent"), and \_\_\_\_\_ hereby agrees to be employed as Superintendent. The term of this Agreement is effective \_\_\_\_\_, 2022 ("Effective Date"), and shall continue thereafter until December 31, 2024 ("Expiration Date"), or until such earlier time as the Employment Term is terminated, as provided in Section 1.02 of this Agreement (the "Employment Term"). Unless otherwise required by text or context, an Employment Year for purposes of this Agreement shall begin \_\_\_\_\_ of a year and end on \_\_\_\_\_ of the following year.

This agreement will automatically renew at the end of the initial term for a further term of 3 years unless either party notifies the other party in writing by \_\_\_\_\_ of the relevant school year of its notice to terminate. The base salary shall be increased 3% per year for each year thereafter. In addition, the 401(a) contribution under Section 7.02 shall be continued for each year. Superintendent is obligated to advise the School Board in writing of this automatic extension provision by \_\_\_\_\_ of each calendar year.

#### **Section 1.02. Termination of Employment Agreement**

(a) **Termination by Mutual Consent.** The parties may terminate this agreement on any date during the Employment Term if WLCSC and \_\_\_\_\_ mutually consent in writing to such termination.

**Section 1.03 Certification.** \_\_\_\_\_ shall, at all times during the Employment Term, hold a valid license or certificate evidencing his qualifications to serve as Superintendent of a public school corporation in Indiana, as required by Indiana law and the regulations of the Indiana Department of Public Instruction. The description of such license is on file in the offices of WLCSC and is incorporated into this Agreement by reference.

## **ARTICLE II**

### **DUTIES, EXTENT OF SERVICE, AND RELATIONSHIP OF THE PARTIES**

**Section 2.01. Duties.** During the Employment Term, \_\_\_\_\_ shall serve WLCSC as the Superintendent of WLCSC, and he shall have such duties as may be prescribed by law and as are assigned by WLCSC from time to time.

**Section 2.02. Professional Growth.** The Board encourages the continuing professional growth of the Superintendent through his participation in professional seminars, programs, and conferences sponsored by local, state, and national school administrator and school board associations, to include without limitation ISBA and IASBA dues, as well as seminars offered by public or private educational institutions, groups, persons, or associations, including visitation of educational institutions for the purpose of implementing the WLCSC strategic plan and will pay the expenses of same as approved and provided by the Board in its annual budget.

**Section 2.03. Consulting.** The Superintendent will be allowed to perform consulting work, speaking engagements, writing, lectures or other professional activities that do not interfere with the performance of his duties as Superintendent. The employee has the right to receive compensation for such services, and he will notify the Board President of such activities and must perform these activities either outside of normal business hours or use his available vacation or other leave in order to perform such activities during the normal business hours.

## **ARTICLE III**

### **COMPENSATION**

**Section 3.01. Compensation.** As payment for all services which \_\_\_\_\_ may render pursuant to this Agreement, WLCSC shall pay the following:

A base salary at an annual rate of One Hundred Sixty Thousand Dollars (\$160,000.00) ("Base Salary"), payable in 24 installments per year. In no event shall the Base Salary be reduced during the Employment Term.

## **ARTICLE IV**

### **BUSINESS EXPENSES**

**Section 4.01. Business Expenses.** It is understood that from time to time, \_\_\_\_\_ may be expected to incur reasonable and necessary expenses on behalf of WLCSC, including but not limited to, meals, entertainment, travel, professional library and similar expenses. WLCSC shall reimburse \_\_\_\_\_ for such reasonable and necessary expenses, provided that records of such expenses are submitted to WLCSC in a form and manner acceptable to WLCSC, provided further that reimbursement is not prohibited by law or regulation and is subject to WLCSC' budget and appropriations for that purpose. The business expenses identified in this paragraph are independent of the expenses and payments identified in Section 2.02 of this Agreement.

**Section 4.02. Technology Support.** WLCSC shall provide \_\_\_\_\_ with a laptop, a cellular phone and a PDA device and other technology as necessary. WLCSC shall pay \_\_\_\_\_ a technology stipend of \$100 per month, to be paid in 24 installments of \$50, plus the reasonable and necessary monthly charges associated with the cellular phone or a PDA device. \_\_\_\_\_ shall have 24/7 communication access and may use the technology accordingly.

**Section 4.03. Automobile Allowance.** WLCSC shall pay \_\_\_\_\_ mileage for the business use of his private automobiles provided under WLCSC mileage policy and in lieu of monthly mileage the Board may elect to pay an annual mileage allowance of \$6,000 to be paid in 24 installments of \$250.

## **ARTICLE V**

### **STAFF AND WORKING FACILITIES**

WLCSC shall furnish \_\_\_\_\_ with such facilities and services as are suitable for \_\_\_\_\_ to perform his duties adequately under this Agreement. Subject to budget limitations and WLCSC approval which shall not be unreasonably withheld, \_\_\_\_\_ may staff his office as he deems necessary to meet his responsibilities under this Agreement.

## **ARTICLE VI**

### **EMPLOYEE BENEFITS**

**Section 6.01 Benefits/Group Insurance.** The Corporation shall credit to an administrator's salary an amount equal to the value of a family membership in the West Lafayette Community School Corporation health insurance plan for the purchase of Section 125 benefits including 403b-457 or as additional wages. The dollar amount paid shall be included in the annual compensation as defined by IC 5-10.2-43c and used to determine the average annual compensation defined in IC 5-10.2-43b and reported to the Indiana State Teacher Retirement Fund for the purposes of calculating the administrator's retirement benefit.

#### **HSA Plan**

Administrators who elect to participate will receive seed money into their HSA accounts under the following schedule and beginning 2022 contributions shall be matching:

	2022	2023	2024
Employee Only	\$1,500	\$1,500	\$1,500
Employee/Spouse	\$3,000	\$3,000	\$3,000
Employee/Child	\$3,000	\$3,000	\$3,000
Employee/Spouse/Children	\$3,000	\$3,000	\$3,000

The School Corporation shall pay into the administrator's HSA by the second pay of each calendar year. Beginning in 2022, funds will be deposited on a payroll-by-payroll basis, as a match to employee contributions up to the stated limits. An administrator who elects the HSA plan must stay enrolled in the HSA for two full years. After two years, the administrator may elect the PPO health insurance plan and may keep any money leftover in his/her HSA. Any administrator who enrolls in the HSA shall have immediate access to the money deposited to use or to take with him/her should he/she leave the school corporation. If administrator is no longer with the school corporation prior to the date the seed money is deposited to the HSA, the school corporation is not obligated to deposit the money.

**Section 6.02. Term Life Insurance.** WLCSC shall purchase a term life insurance policy in the amount of \$200,000.00 and name \_\_\_\_\_ as the insured.

**Section 6.03 Carry Over Sick Days/Vacation Days/Personal Business Days.**

Beginning with the first year of employment with WLCSC,

(a) \_\_\_\_\_ shall carry over 100 personal illness days from his previous employer, will be considered part of the accrual calculation, and shall be subject to the following limitations:

(i) shall not be available for any severance benefit;

(ii) shall be used only after sick days accrued at WLCSC are used in full and then only for disabling and prolonged illness.

(b) \_\_\_\_\_ shall be eligible for 20 days of vacation pay in any year. There shall be no compensation for unused vacations days.

(c) \_\_\_\_\_ shall be entitled to paid holidays of Labor Day, Fall Break Day, Thanksgiving and the day thereafter, Christmas Eve and Christmas Day, New Years Eve and New Years Day, Good Friday, Memorial Day, and July 4<sup>th</sup>.

(d) \_\_\_\_\_ shall be permitted 12 personal illness days in any year and accrue up to 100 personal illness.

(e) \_\_\_\_\_ shall be permitted 5 personal business days in any year.

**Section 6.04 Disability.** The Board shall provide, on a fully paid basis, long-term disability insurance in the amount of 66 2/3% of monthly pay for each administrator.

**ARTICLE VII**

**RETIREMENT BENEFITS**

**Section 7.01 401(a) Contributions.** For each Employment Year, WLCSC shall contribute a sum equal to five percent (5%) of salary set forth in Section 3.01 to a 401(a) plan.

**Section 7.02 Additional 401(a) Contributions.** As long as \_\_\_\_\_ remains employed at WLCSC, WLCSC will make an annual contribution, beginning on January 20, 2023 and a like payment each year thereafter, into the superintendent's 401A account. This amount of the contribution shall be \$15,000.

**Section 7.03 Moving Expenses.** \_\_\_\_\_ shall be reimbursed for moving expenses in a sum not to exceed \$10,000.00.

## ARTICLE VIII

### NOTICES

Any notice given pursuant to any provision of this Agreement 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 WLCSC:  
Personal and Confidential  
Alan Karpick, Board President  
West Lafayette Community School Corporation  
1130 North Salisbury Street  
West Lafayette, Indiana 47906

With a copy to:  
Robert C. Reiling, Jr.  
REILING TEDER & SCHRIER, LLC  
250 Main Street, Suite 601  
P.O. Box 280  
Lafayette, IN 47902-0280

and

To \_\_\_\_\_  
Personal and Confidential  
\_\_\_\_\_  
\_\_\_\_\_

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

## ARTICLE IX

### PROFESSIONAL LIABILITY

WLCSC shall defend, hold harmless and indemnify \_\_\_\_\_ 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 WLCSC, in connection with any matter arising while he was acting within the scope of his employment, as provided by Ind. Code 20-26-5-4(17) or a successor statute.

If \_\_\_\_\_ 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 WLCSC or other named parties, \_\_\_\_\_ shall have the right to employ separate legal counsel, in which case WLCSC shall indemnify \_\_\_\_\_ for the costs of his legal defense, to the extent permitted by Ind. Code 20-26-5-4(17) or a successor statute.

**ARTICLE X**  
**AMENDMENT**

This Agreement and the Regular Teacher's Contract entered into between WLCSC and \_\_\_\_\_ constitute the entire agreement between the parties and cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by WLCSC and \_\_\_\_\_. This Agreement supersedes all prior agreements between the parties.

**ARTICLE XI**  
**REGULAR TEACHER'S CONTRACT**

In accordance with Indiana Law, WLCSC and \_\_\_\_\_ hereby incorporate by reference in this Agreement all of the provisions of the "Regular Teacher's Contract," as executed by WLCSC and \_\_\_\_\_ on the official form prescribed by the State Superintendent of Public Instruction, for each applicable school year, setting forth the salary and schedule of installment payments for \_\_\_\_\_ for that school year, except those provisions which are not applicable, to include without limitation all of the provisions regarding the cancellation of said regular teacher's contract, to persons employed as a superintendent of a school corporation and except as modified in this Agreement. It is agreed that the Regular Teacher's Contract for any school year shall be revised from time to time, respecting the amount and manner of salary payments, consistent with the provision contained in this Agreement, and that any such amendments shall be evidenced by execution of a revised Regular Teacher's Contract for the appropriate school year.

**ARTICLE XII**  
**MISCELLANEOUS**

The terms of this Agreement shall be construed and regulated by the laws of the State of Indiana. The breach of any provision hereunder shall constitute a breach of the entire Agreement. However, the waiver by any of the parties hereto of a breach by any of the parties hereto shall not be a waiver by the non-breaching party of any subsequent breach of the breaching party. Moreover, the parties agree that each and every paragraph, sentence, term, and provision of this Agreement shall be considered severable and that, in the event a court finds any paragraph, sentence, term, or provision to be invalid or unenforceable, the validity, enforceability, operation, or effect of the remaining paragraphs, sentences, terms or provisions shall not be affected, and this Agreement shall be construed in all respects as if the invalid or unenforceable matter had been omitted.

**IN WITNESS WHEREOF**, WLCSC and \_\_\_\_\_ have executed or caused to be executed this Agreement on the day and year first above written.

**WEST LAFAYETTE COMMUNITY  
SCHOOL CORPORATION**

\_\_\_\_\_  
(written)

By: \_\_\_\_\_  
Alan Karpick, President

\_\_\_\_\_  
(printed)