

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, 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 February 1, 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 1.04 of this Agreement (the "Employment Term").

Section 1.02 Evaluation. The School Board shall evaluate the Superintendent's performance no later than February 1st, beginning in 2023 and each year thereafter.

Section 1.03 Rollover. This agreement will automatically renew in 2023 and each year thereafter for a further term of 3 years unless either party notifies the other party in writing by May 1, 2023, and every year thereafter of its notice to terminate. The initial renewal shall be effective July 1, 2023 and every year thereafter on July 1st. The parties agree that the total term shall not exceed eight (8) years. The base salary, subject to an effective evaluation, 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 thereafter.

Section 1.04. 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 1.05 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 Education. 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 IASBO 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 tablet 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 tablet. _____ shall have 24/7 communication access and may use the technology accordingly.

Section 4.03. Automobile Allowance. WLCSC shall pay an annual mileage allowance of \$6,000 to be paid in 24 equal 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 a superintendent'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 5-10.2-4-3(c) and used to determine the average annual compensation defined in IC 5-10.2-4-3(b) and reported to the Indiana State Teacher Retirement Fund for the purposes of calculating the superintendent's retirement benefit.

HSA Plan

Superintendents 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 superintendent'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. A superintendent who elects the HSA plan must stay enrolled in the HSA for two full years. After two years, the superintendent may elect the PPO health insurance plan and may keep any money leftover in his/her HSA. Any superintendent 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 superintendent 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 4th.
- (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 superintendent.

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

With a copy to:
Stuart K. Welliver
122 E. Main Street
Crawfordsville, IN 47933

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 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 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 the grounds provided under I.C. 20-28-8-7(2)(A)(B). 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.

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)

Bradley Marley, Secretary