

SUPERINTENDENT'S
CONTRACT OF EMPLOYMENT

This contract (hereafter “this Contract”) alters the basic teacher contract for the employment of Dr. Bryan Perry as Superintendent by the Board of Trustees of the South Gibson School Corporation by consent of the parties in the manner permitted by Indiana Code 20-28-8-6.

1. Parties to this contract and Definition of Terms.

The parties to this Contract are the:

“*Superintendent*” meaning Bryan Perry and the South Gibson School Corporation “*Corporation*” acting through the Board of School Trustees (Board) as the governing body of the South Gibson School Corporation which has been represented and advised in the drafting of this Contract by attorney Pamela Partenheimer Mick.

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 & Term of Employment.

The Corporation employs the Superintendent and the Superintendent agrees to be employed by the Corporation as the Chief Executive Officer of the South Gibson School Corporation for a period beginning on July 1, 2022 and concluding on June 30, 2025 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 (“work days”) and a proportionate number of work days in each partial school year of employment. These work days 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 each June for the following school year. Changes in the schedule during the school year shall be submitted to the Board in writing.

Each year the Superintendent shall have ten (10) paid vacation days, paid holidays pursuant to paragraph 4(b), paid sick leave days pursuant to paragraph 4(c) of this Contract, personal time pursuant to 4(d) and any other paid leave pursuant to

paragraph 4(e) of this Contract, five (5) paid days off at Spring Break, and paid days off during the Christmas/New Years Break when school is not in session.

The Board agrees to review the Superintendent's performance once a school year during the month of May. Such evaluation shall be conducted in accordance with Indiana law. If the Superintendent requests prior to April 1, the Board will review the Superintendent's performance a second time during the school year.

3. Duties of 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 attached to and incorporated into this Contract as a material term here by reference:

(h.i.)

The review of the Superintendent's job performance provided for in paragraph 2 of this Contract shall be based upon the duties in this job description and the duties and goals mutually agreed upon by the Board and the Superintendent. The parties agree that the description of the duties as Superintendent as stated in the Superintendent's job description incorporated into this Contract represent a reasonable division of responsibilities between the policy making responsibility of the Board, and the implementation and management responsibilities of the Superintendent.

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 Superintendent agrees that 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 required for the position of Superintendent.

4. Salary & Benefits.

As consideration for the performance of the duties and meeting the qualifications

established by this Contract, the Corporation agrees that the Superintendent shall receive the following:

a. Salary

The Superintendent shall be paid One Hundred Twenty Three Thousand Dollars (\$123,000) for each school year of employment pursuant to this Contract. In addition, based on rating resulting from annual performance review, the Superintendent shall be entitled to receive any salary or stipend payments in an amount equal to the equivalent amount that is paid to a teacher pursuant to Master Teacher's Contract currently in effect. The Superintendent shall be paid in twenty-six (26) equal installments on a schedule fixed for all employees of the Board.

b. Holidays

The Superintendent shall have six (6) paid holidays. Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Good Friday.

c. Sick Leave.

The Superintendent shall accumulate nine (9) days of sick leave for each year of this Contract.

Sick leave days shall accumulate from year to year if unused, but shall not accumulate to exceed one hundred eighty-eight (188) sick leave days without the written approval of the Board. Sick leave days are not intended as deferred compensation and are to be used only for personal or family illness.

d. Personal Leave

The Superintendent shall be entitled to three (3) days of personal leave for each year of this Contract. Personal leave days shall accumulate from year to year if unused, but shall not accumulate to exceed fifteen (15) days without the written approval of the Board. No greater than ten (10) personal leave days may be used during a school year.

e. Other Paid Leave.

The Superintendent shall be entitled to paid or unpaid leave in any other circumstance other than sick leave in which paid or unpaid leave is required by state or federal law or permitted by the Board's policy then in force for paid leave for its teacher employees.

f. Health Insurance

The Corporation shall at the option of the Superintendent pay up to eighty-five percent (85%) of the cost of health insurance (hereinafter 85%) for the Superintendent and his eligible dependents.

g. Life Insurance Coverage

The Corporation shall pay all but one dollar of the cost for the Superintendent of a \$110,000.00 term life policy provided by the Corporation. The Corporation 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.

h. Tax Sheltered Annuity.

The Superintendent may participate in the Corporation's tax-sheltered annuity program and may direct the Corporation to withhold from his salary an amount up to the maximum salary contribution that the Superintendent may elect under the plan available to corporation employees for each school year of employment. The parties agree to complete the documents necessary to implement this provision of this Contract.

i. Auto Allowance.

The Corporation shall reimburse the Superintendent for up to 500 miles per month for his business use of an automobile for traveling within the corporation at the rate allowed by the Internal Revenue Service as a business expense. This expense is not to exceed Three Thousand Three

Hundred Sixty Dollars (\$3,360.00) The automobile shall be owned, maintained and insured for business use by the Superintendent at his expense. The Superintendent shall keep records necessary to comply with the Internal Revenue Service and State Board of Accounts requirements.

j. Retirement

The Corporation shall pay the percentage of the Superintendent's salary specified in paragraph 4(a) of this Contract which the Corporation is required to pay by Indiana Law into the Superintendent's Indiana State Teacher's Retirement Fund account. Each school year the Corporation shall deposit:

1. One Thousand Dollars (\$1,000.00) into a 403(b) or 401(a) Account established for the Superintendent.
2. Up to one percent (1%) of the Superintendent's salary as specified in paragraph 4(a) of this Contract into a 401(a) account established for the Superintendent contingent upon the Superintendents first having deposited one percent (1%) of said salary into his 403(b) account.

The accounts will be established with the provider currently selected in accordance with the Contract with The Teacher Association.

k. Cellular Phone.

The Corporation shall provide a cellular phone to the Superintendent for his reasonable business use.

l. Health Examination.

Subsequent to September 1 and prior to December 1 in each calendar year, the Superintendent shall have an annual physical examination at the expense of the Corporation which examination shall be conducted by a physician chosen by the Board. The Doctor shall submit a confidential statement to the Board which shall certify to the Board whether or not the Superintendent is fit to fulfill his duties as Superintendent.

m. Business and Professional Expenses.

The Corporation shall reimburse the Superintendent for appropriate business and professional expenses. Appropriate expenses shall include but not limited to 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.

Business travel in excess of two days must be approved by the Board.

5. TERMINATION.

This employment contract may be terminated by:

- A. Mutual agreement of the parties;
- B. Retirement of the Superintendent;
- C. Disability of the Superintendent. In the event of disability by illness or incapacity after the Superintendent's sick leave has been exhausted, the compensation shall be reinstated after the Superintendent has returned to his duties. The Corporation may terminate this Contract by written notice to the Superintendent at any time after the Superintendent has exhausted any sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional period of ninety (90) days. All obligations of the Corporation shall cease upon such termination. If a question exists concerning the capacity of the Superintendent to return to his duties, the Corporation may require the Superintendent to submit to a medical examination to be performed by a doctor licensed to practice medicine. The Board and the Superintendent shall agree upon a physician who shall conduct the examination. The examination shall be done at the expense of the Corporation. The physician shall limit the report to whether or not the Superintendent has a continuing disability which prohibits his from performing his duties;
- D. Discharged or non-renewed for any cause as defined in any statute stipulating cause for dismissal of teachers and subject to the notice of hearing rights as provided by statute for any superintendent's contract;

E. Death of the Superintendent.

6. SEVERABILITY CLAUSE.

This Contract is governed by the Laws of the State of Indiana and shall be subject to the provisions of any applicable state law concerning the terms and conditions of an employment contract between a public school corporation and its superintendent. If during the term of this contract any specific clause or provision thereof is determined to be illegal or in conflict with State or Federal Law, the illegal or conflicting provision shall be deemed void, the remainder of the Contract shall not be affected and shall remain in full force and effect.

7. 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, indemnify and hold the Superintendent harmless for all claims, demands and judgments arising out of the performance of the duties set out in paragraph 3 of this Contract to the fullest extent permitted by law.

8. Entire Contract of the Parties.

The parties agree that each has had available the assistance of counsel in the process of negotiating the terms of this Contract, had 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 Corporation and will not be modified except in a written document making specific reference to this Contract and the specific provision to be modified. Modification 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 the basic Teachers Contract and 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.

10. **Drafting and 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 _____ DAY OF APRIL, 2022.

SUPERINTENDENT

***SOUTH GIBSON SCHOOL
CORPORATION***

Dr. Bryan Perry, Superintendent

Dr. Conway Cox, President

Attest

Michael Bengert, Secretary