

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 20-8-6-4(b).

This regular teacher contract ("Contract") is by and between the governing body of the Tri-Creek School Corporation ("Corporation") and Andy J. Anderson ("Teacher"). Andy J. Anderson 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 July 1, 2023 and ending on June 30, 2026. 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 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. 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 \$149,968.00 during the school year. Ind. Code 20-28-6-2(a)(3)(C)
5. The Corporation shall pay this amount in 24 installments on a twice a month 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 28TH day of NOVEMBER, 2023.




Superintendent

School Corporation by:



President



Secretary

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This contract (hereafter the "Contract") alters the basic teacher contract for the employment of Andy J. Anderson as Superintendent (hereafter the "Superintendent") by the Board of School Trustees of the Tri-Creek School Corporation (hereafter the "Board").

1. Employment of Superintendent and Term of Employment.

The Board agrees to employ the Superintendent, and the Superintendent agrees to be employed by the Board as the Chief Executive Officer of the Tri-Creek School Corporation for an initial period beginning on July 1, 2021, and concluding on June 30, 2024, subject to the terms of this Contract.

The parties agree that the term of this Contract shall automatically be extended one (1) school year on July 1, 2022, and then each successive July 1 thereafter, unless a party gives the other written notice on or before the preceding June 30 that the party does not agree to the automatic extension of this Contract. The parties agree this shall result in a continuous three (3) year Contract, unless one party provides timely written notice to the other as provided herein. The parties acknowledge and agree that the Contract term and any extension thereof shall be subject to early cancellation pursuant to the provisions of paragraph 5, Contract Cancellation.

The parties agree that the Superintendent shall provide services on two hundred sixty (260) days during each school year and a proportionate number of work days in each partial school year of employment. For purposes of this Contract, a "school year" shall be defined as a period beginning on July 1 of one calendar year and concluding on June 30 of the following calendar 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 2 of this Contract.

The Superintendent's two hundred sixty (260) scheduled work days shall include vacation days, sick leave days, and any other leave granted pursuant to this Contract and the Administrators' Benefit Schedule. The Board agrees to review the Superintendent's performance at least once each school year.

2. 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 and incorporated into this Contract by reference. The review of the Superintendent's job performance provided for in paragraph 3 of this Contract shall be based upon the duties in the job description, which job description 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.

Unless otherwise approved by the Board, 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 the performance of his duties as Superintendent.

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 and will maintain a Superintendent license from the State of Indiana.

3. Evaluation of the Superintendent.

The Board will review the Superintendent's performance no less than annually each year. The evaluation instrument shall be in accordance with the requirements of I.C. 20-28-11.5-1 *et seq.* The Board and Superintendent will annually review the evaluation instrument and determine weight given to each evaluation component on or before September 30 of each year. A cumulative evaluation will be completed by November 30 of any calendar year beginning in 2022. The Superintendent shall not receive any raise for the following year if his evaluation is designated as "Improvement Necessary" or "Ineffective" as defined in Paragraph 4.a. of this Superintendent Contract. In the event a raise is not provided in any given year, then the base salary will remain the same, and the anticipated designated amounts will be deferred an additional year(s) until such time an improved evaluation is received.

4. Salary and 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. Base Salary.

The Superintendent shall be paid an initial annual base salary of One Hundred Forty Thousand Dollars (\$140,000.00), which may be increased in future school years in accordance with the terms of this Contract. The Superintendent will be paid in twenty-six (26) equal bi-weekly installments on a schedule fixed for all employees of the Corporation.

Beginning with the Superintendent's evaluation based on the 2021-2022 school year and each school year thereafter, if the overall rating of the evaluation for the Superintendent's evaluation is "Effective," then the salary will be increased 3%. The increase will be effective July 1 of any given school year. If the overall rating of the evaluation for the superintendent is "Highly

Effective,” then the salary will be increased 4%. There will be no salary increase as a result of an annual evaluation rating less than “Effective.” The Superintendent will not be entitled to receive base salary increases granted to teachers pursuant to the Master Teacher’s Contract.

b. Stipend Salary.

At the end of the contract year, the Superintendent will be eligible for a bonus in the amount of \$6,000.00 per year. Eligibility for the bonus will be based on increasing the district’s accountability letter grade over the previous year (or comparable overall district accountability rating). Should the school corporation obtain the highest ranking possible, then maintaining that ranking will also qualify the Superintendent for the bonus.

One-time performance pay stipends awarded to the Superintendent during the term of this Contract may be paid in the form of a lump-sum payment. Stipends awarded pursuant to this provision of the Superintendent’s contract will not become part of the Superintendent’s annual base salary. The Superintendent will not be entitled to receive any one-time stipend payments that are paid to teachers pursuant to the Master Teacher’s Contract.

The Board, in its discretion, may add base salary increases or stipends to the Superintendent’s benefits provided said benefits are 1) aligned to the needs of the corporation and Superintendent’s evaluation goals; 2) defined by the Administrators’ Benefit Schedule; and 3) do not to exceed a total of \$5,000.00 in any given year. Nothing in this Contract shall require the Board in any school year to grant a base salary increase or one-time performance pay stipend to the Superintendent.

c. Vacation Leave.

In each school year, the Superintendent shall be granted paid vacation days in accordance with the School Corporation’s Administrators’ Benefit Schedule. The number of paid vacation days

granted to the Superintendent via the Administrators' Benefit Schedule shall never be lower than twenty (20) days per year, but may in the Board's sole discretion be greater than twenty (20) days per year. Vacation days must be taken within the 18-month period beginning July 1 and ending 18 months later on December 31. Up to five (5) unused vacation days from the previous contracted school year may be annually converted to an annuity or an investment vehicle of the Superintendent's choice at the end of each calendar year at a rate of 50% of daily rate of base salary; the payment shall not be paid as a base salary increase. At the end of each calendar year after December 31, 2022, any unused vacation days will be forfeited if not used or converted.

d. Personal Leave Days.

In each school year, the Superintendent shall receive no less than five (5) personal business days in accordance with the Administrators' Benefit Schedule. The number of personal business days granted to the Superintendent via the Administrators' Benefit Schedule shall never be lower than five (5) days per year, but may in the Board's sole discretion be greater than five (5) days per year. If there are any remaining personal business days at the end of the benefit year, one (1) day may be retained for use in the following year, and the remaining days will be forfeited.

e. Family Illness Days.

In each school year, the Superintendent shall receive no less than four (4) family illness days in accordance with the Administrators' Benefit Schedule. The number of family illness days granted to the Superintendent via the Administrators' Benefit Schedule shall never be lower than four (4) days per year, but may in the Board's sole discretion be greater than four (4) days per year. For purposes of this Contract, "family illness" is defined by the Administrators' Benefit Schedule. If there are any remaining family illness days at the end of the benefit year, one (1) day may be retained for use in the following year, and the remaining days will be forfeited.

f. Sick Leave.

In each school year, the Superintendent shall be annually granted ten (10) sick leave days for personal illness in accordance with the School Corporation's Administrators' Benefit Schedule. The number of paid sick leave days granted to the Superintendent via the Administrators' Benefit Schedule shall never be lower than ten (10) days per school year, but may in the Board's sole discretion be more than ten (10) days per school year. Sick leave days earned by the Superintendent while employed at Tri-Creek School Corporation shall accumulate from year to year if unused with a total accumulation not to exceed two hundred (200) days at the end of each contract year. Any available sick leave remaining when the Superintendent terminates employment is forfeited.

g. Bereavement Leave.

A bereavement leave extending for not more than five (5) consecutive days shall be allowed immediately after the death of an immediate family member. The definition of an immediate family member will be defined by the Administrators' Benefit Schedule. Bereavement leave for any other relationship must be approved by the Board. The number of paid bereavement leave days granted to the Superintendent via the Administrators' Benefit Schedule shall never be lower than five (5) days per school year, but may in the Board's sole discretion be more than five (5) days per school year.

h. Other Paid and Unpaid Leave.

In each school year, the Superintendent shall be granted any paid and/or unpaid leave that is required by State or Federal law. The Superintendent shall also be granted any paid and/or unpaid leave that is authorized by the Board's policies then in force for its administrative employees in the Administrators' Benefit Schedule, including the Board's recognized legal holidays each school year.

i. Health, Vision, and Dental Insurance.

The Board shall offer health insurance participation options consistent with the Board’s health insurance plan benefits provided to employee groups. Said health insurance shall include the Superintendent’s choice of single or family health plan options as well as optional dental and vision insurance. Each school year, the Board will offer toward the Superintendent’s health premium an annual dollar amount for the health plan option chosen by the Superintendent as determined by the Administrators’ Benefit Schedule.

j. Term Life Insurance.

The Board will provide to the Superintendent a term life insurance policy in an amount (to the nearest \$1,000.00) equal to 3.0 times the base salary with the maximum of \$300,000.00 at no additional cost. The Superintendent shall pay the cost of the AD&D rider.

k. Long-Term Disability Insurance.

The Superintendent may participate in the School Corporation’s long-term disability plan under the same terms and conditions as provided under the Administrators’ Benefit Schedule.

l. ISTRF Employee Contribution.

The Board will make any contribution to the Indiana State Teacher’s Retirement Fund that would otherwise be required to be paid by the Superintendent.

m. Tax-Sheltered Annuity.

The Board will contribute annually to the Superintendent’s Section 401(a) tax-sheltered annuity plan, not to exceed the following amounts divided into two (2) equal payments made once in December and once in June:

2021-2022.....	\$15,000.00
2022-2023.....	\$17,000.00

2023-2024.....\$19,000.00

In years after the 2023-2024 school year, the contribution shall remain at the amount of \$19,000.00.

The Superintendent will become vested in tax-sheltered annuities and VEBA upon employment.

n. Matching Annuity and VEBA Contributions.

The Board will contribute annually 2.5% of base salary to the Superintendent's VEBA and 2.5% matching of base salary in an annuity plan in accordance with the Administrators' Benefit Schedule. The amount of the annuity and VEBA contribution in the Administrators' Benefit Schedule can be subject to adjustments but shall be not less than the stated amounts during the initial three-year period of execution of the Contract. Further, the Superintendent will become vested in tax-sheltered annuities and VEBA upon employment.

o. Automobile Allowance.

The Superintendent will receive additional compensation for the use of his personal vehicle related to business travel in accordance with the Administrators' Benefit Schedule. The amount of additional compensation received under this provision shall never be below Five Hundred Dollars (\$500.00) per month, but may in the Board's sole discretion be greater than Five Hundred Dollars (\$500.00) per month. The Superintendent shall also be provided reimbursement for mileage based on the current IRS rate for school-related business travel outside the Tri-Creek School Corporation boundaries.

p. Technology Stipend.

The Superintendent will maintain a cellular phone with e-mail capabilities for business purposes. The Board will pay to the Superintendent a monthly stipend in accordance with the Administrators' Benefit Schedule that he may apply toward the cost of his cellular phone that he maintains for business purposes. Such stipend shall never be below One Hundred Dollars (\$100.00)

per month, but may in the Board's sole discretion be greater than One Hundred Dollars (\$100.00) per month.

q. Business and Professional Expenses.

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

The Board agrees to pay for institutional memberships for professional organizations or membership fees for professional organizations that the Superintendent desires to join (IAPSS, AASA, IASBO, ASCD, PDK), provided the Superintendent receives advance approval from the Board prior to joining such professional organization(s).

r. Other Benefits.

The Superintendent may receive all other benefits established by the Board for all other administrative and certified employees of the School Corporation provided such benefits are consistent with the terms of this Contract and are specifically approved by the Board for the Superintendent.

5. Contract Cancellation.

The parties agree that the three alternative termination provisions set forth in this paragraph shall be the sole and exclusive means of cancelling the Superintendent of Schools Basic Teacher's Contract and this Contract (hereafter collectively referred to as the "Superintendent's Contracts") prior to their expiration date. Any of the following three alternatives (a, b, or c) may be utilized by the Board at the Board's sole discretion to terminate the Superintendent's Contracts before their expiration date:

(a) Termination Option 1—The Board:

- (i) initiates cancellation for cause for one or more of the statutory reasons for cancellation of a teacher contract contained in IC 20-28-8-7; and
- (ii) gives the Superintendent written notice of its intent to cancel the Superintendent's Contracts for cause and provides the Superintendent the opportunity to have a hearing before the Board in an official executive session at least ten (10) days before the Board meets in a public meeting to vote on the termination.
- (iii) If the Superintendent requests a hearing with the Board under paragraph (a)(ii) herein, and if the Board would subsequently vote in a public meeting to approve the termination of the Superintendent's Contracts, then the Board will issue written findings that one or more of the statutory reasons for cancellation of a teacher contract contained in IC 20-28-7.5-1(e) exist.

- (b) Termination Option 2—The Board may elect to cancel the Superintendent's Contracts without cause by giving not less than a twelve (12) month advance written notice to the Superintendent. Upon election to cancel the Superintendent's Contract, the Board can provide a buy-out in the amount no greater than one-year salary to effectuate an immediate severance of employment. Superintendent and Board may determine a mutually agreed upon date for employment severance to occur within the twelve (12) month period after notice. No salary or benefits will continue to be due to the Superintendent after said date. However, no such elective Board cancellation notice under this provision may be given to the Superintendent sooner than six (6) months following the commencement of the term of any newly elected school board member.

If the Board elects to cancel the Superintendent's Contracts without cause pursuant to this provision, no compensation or benefits which accrue subsequent to the twelve (12) month anniversary of the date such written notice is given shall be owed the Superintendent. The Board and the Superintendent may mutually agree to waive or shorten the notice period required for elective Board cancellation under this provision.

Upon receiving the Board cancellation notice set forth above, the Superintendent has fifteen (15) days to request a conference with the Board. If the Superintendent requests a conference with the Board, then such request shall be submitted in writing to the Board President. Upon the Board President's receipt of the Superintendent's request for a conference, the Board shall hold a conference with the Superintendent no later than the next regularly occurring Board meeting unless the parties mutually agree otherwise.

If the Board cancels the Superintendent's Contracts pursuant to this provision, then the Superintendent shall submit his resignation as Superintendent and teacher effective on the cancellation date, and the Board will accept such resignation at its next regularly scheduled meeting. The Superintendent and the Board will refer to the reason for such resignation as "philosophical differences" or such other description as the Board and Superintendent shall mutually agree.

- (c) Termination Option 3—The School Board receives written notice from the Division of Professional Standards that the Superintendent no longer holds a license for the position of Superintendent of Schools from the Division of Professional Standards of the Indiana Department of Education or receives a certified copy of a

court document indicating that the Superintendent was convicted of a crime. In the event one of these circumstances would occur, the Board may terminate the Superintendent's Contracts immediately upon providing written notice to the Superintendent. The Superintendent agrees that he waives all statutory and constitutional due process procedures that he would otherwise be entitled to receive by law in the event the Board has to terminate the Superintendent's Contracts pursuant to this provision.

If the Superintendent desires to request to the Board that his Superintendent's Contracts be cancelled, then the Superintendent must give the Board at least sixty (60) days written notice prior to the effective date when such cancellation would become effective.

6. Defense and Indemnification.

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 2 of this Contract to the fullest extent permitted by law. The provisions of this paragraph exclude criminal conduct, malfeasance in employment, all conduct that is outside the scope of the Superintendent's duties, any litigation in which the Superintendent is an adverse party to the Board, and all liabilities, costs, and/or damages that are predicated on, or arise out of bad faith on the part of the Superintendent.

7. Entire Agreement and Contract Construction.

This Contract contains all the agreed terms of employment of the Superintendent by the Board. 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, the terms of this Contract shall control. 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.

8. Contract as a Public Record.

The parties agree that this Contract is a public record under the Indiana Public Records Law.

9. Governing Law and Severability.

The Superintendent's Contracts shall be governed by the laws of the State of Indiana. If, during the term of the Superintendent's Contracts, 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 Superintendent's Contracts shall not be affected and shall remain in full force and effect.

Agreed this 1st day of July 2021.

SUPERINTENDENT

By: 
Andy J. Anderson

TRI-CREEK SCHOOL CORPORATION
BOARD OF SCHOOL TRUSTEES

By: 
Douglas L. Ward, Board President

Attest:

By: 
Lon P. Childress, Board Secretary