

## SUPERINTENDENT EMPLOYMENT CONTRACT

THIS CONTRACT is made and entered into this 13<sup>th</sup> day of December, 2021, between the BOARD OF SCHOOL TRUSTEES OF THE NORTH NEWTON SCHOOL CORPORATION (“Board”) and Dr. Cathy Rowe (“Superintendent”). In consideration of the provisions and mutual promises stated herein, the parties agree as follows:

1. TERM OF CONTRACT. The Board hereby employs the Superintendent and the Superintendent hereby accepts employment as the Superintendent of the North Newton School Corporation for a term commencing on July 1, 2021 and ending on June 30, 2024.
2. PROFESSIONAL CERTIFICATION. The Superintendent shall at all times during the term of this contract hold a valid Superintendent’s license issued by the State of Indiana.
3. DUTIES AND RESPONSIBILITIES. The Superintendent shall have charge of the administration of the schools under the direction of the Board. As chief executive officer of the school corporation, she shall have the primary responsibility for execution of Board policies. The Board shall retain the primary responsibility for formulating and adopting said policies. The Superintendent shall perform and carry out duties and responsibilities that include but are not limited to the following:
  - a. supervising, directing and determining, subject to the approval of the Board, all matters related to the courses of study, methods of instruction, adoption of textbooks, supervision of children and teachers, interviewing, assignment and employment of teachers, supervision of all departments, employees and contractors, including, but not limited to, custodial services, financial budget, food services and transportation;
  - b. making recommendations to the Board concerning regulations, rules and procedures deemed appropriate for the well ordering of the school corporation;
  - c. organizing, reorganizing and arranging the administrative and supervisory staffs, including instruction and business affairs, which in her judgment best serves the school corporation;
  - d. staffing the school corporation with competent individuals who are delegated authority commensurate with their responsibilities;
  - e. assuming responsibility for selection, placement and transfer of personnel subject to approval by the Board;

- f. defining the duties of all personnel;
- g. keeping such records as will show the Board at all times the true fiscal condition of the school corporation; and
- h. performing all duties relative to the office of superintendent and other such duties as prescribed by the Board from time to time.

All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent. Notwithstanding any other provision of this Contract, the Superintendent shall not engage in outside activities that materially interfere or conflict with his duties and responsibilities.

4. ATTENDANCE AT BOARD MEETINGS. The Superintendent shall have the right to attend all Board meetings, except when the Superintendent or her appointment is under consideration, and all Board and citizen committee meetings. She shall serve as an ex-officio member of all Board committees and provide administrative recommendations on business considered by each of these groups. The Board and each of its members shall promptly refer all criticism, complaints, and suggestions received by the Board or any of its members to the Superintendent for review and recommendations.

5. COMPENSATION.

a. Base Salary. The Superintendent's annual salary shall be as follows:

July 1, 2021 - June 30, 2024 - \$106,867

Future salary increases will be based upon the corporation's financial ability and superintendent evaluation.

The Superintendent is entitled to the benefits currently in effect for the teachers of the school corporation.

b. Deferred Compensation. The North Newton Board of Trustees will place \$3,000 in a 401(a) annuity for school years 2021-2022; 2022-2023 and 2023-2024, as an incentive for the Superintendent to remain in the Superintendent position. Once the Superintendent signs a fourth contract, she will be fully vested and the Board of Trustees will place \$3,000 per year thereafter. She may place the money in an annuity at that time.

c. Adjustment of Compensation by Agreement. The Board and the Superintendent at any time during the term of this Contract may mutually agree to adjust the compensation of the Superintendent. Any adjustment in compensation may be in the form of an addendum and any such addendum will become part of this Contract, but any such addendum shall

not be regarded as a new contract between the Board and the Superintendent.

- d. Indiana State Teacher's Retirement Fund. The Board shall pay to the Indiana State Teacher's Retirement Fund on behalf of the Superintendent and the school corporation's contribution.
- e. Accumulated Sick Leave. All accumulated sick leave from the Superintendent's previous employing school corporation shall be transferred to the North Newton School Corporation during year one of the contract.
- f. Incentive Bonus. The Superintendent shall receive a \$1,000 bonus when the corporation achieves a "B" rating from the Indiana Department of Education and a \$2,000 bonus when the corporation achieves an "A" rating.

6. VACATION AND OTHER BENEFITS.

- a. The Superintendent shall be granted the following leave days per contract year:
  - (i) 20 vacation days per year; Any vacation days unused during the contract year may be carried into the first six months (July through December) of the next contract year. No more than five (5) vacation days remaining from a contract year, at the end of the six-month carryover period, the Superintendent may be paid the per diem rate in the year the days were earned, upon approval of the Board.
  - (ii) 4 personal days; Unused personal days shall be added to the Superintendent's sick leave/family illness balance.
  - (iii) 12 sick days in the first year and 9 days each year thereafter; Accumulate to a total of 180 days.
  - (iv) 11 holidays per year.
- b. Health, Dental, Vision, Long Term Disability and Life Insurance. The Board shall contribute all but \$1.00 toward the premium for the Superintendent to all health, dental, vision, long term disability and life insurance plans as provided to the teachers of North Newton School Corporation.
- c. Life Insurance. A \$50,000 term life insurance policy shall be provided for the Superintendent at the cost of \$1.00 per year to be paid by the Superintendent. The balance to be paid by the Board. This policy shall include accidental death and dismemberment provisions.

- d. Professional Organizations. Institutional memberships for North Newton School Corporation shall be maintained in ISBA, IAPSS, IASBO, and the Northwest Indiana Superintendent Study Council.
7. PROFESSIONAL LIABILITY AND INDEMNIFICATION. The Superintendent shall be a named insured in the school corporation's policy for general liability and errors and omissions. The Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in her individual capacity, or in her official capacity as agent and employee of the Board, provided the incident arose while the Superintendent was acting within the authority of the Board to provide under state law, except that in no case will individual board members be considered personally liability for indemnifying the Superintendent against such demands, claims, suites, actions and legal proceedings. If a conflict of interest exists regarding the defense of such claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage separate counsel, in which event the Board shall indemnify the Superintendent for legal defense as permitted by state law. The Board shall not, however, be required to pay any costs of any legal proceedings in the event the Board and the Superintendent have adverse interests in such litigation.
8. GOALS AND OBJECTIVES. The Board and the Superintendent shall meet at least annually, prior to June 30, for purposes of a formal evaluation of the Superintendent's performance to include the establishment of personal goals and objectives of the Superintendent. Said evaluation will be reduced to writing and shall be among the criteria by which the Superintendent is evaluated as herein provided. Prior to the close of each school year, the Board and the Superintendent will meet to establish Board goals and objectives for the succeeding school year.
9. EVALUATIONS. At least once each school year, beginning with June, 2020, the Board and the Superintendent shall meet for the purpose of evaluation of the performance of the Superintendent in accordance with IC 20-28-9-1.5. The Superintendent shall assist the Board by providing a district evaluation and self-evaluation for consideration in the process. The Board shall evaluate and assess in writing the performance of the Superintendent at least once a year during the term of this contract and shall provide the Superintendent a copy of that evaluation. The Superintendent shall have the right to file a written response to the evaluation, which will become a permanent attachment to the Superintendent's personnel file. This evaluation and assessment shall be reasonably related to the position description of the Superintendent and the goals and objectives of the Board. The assessment format shall be developed by the Board and mutually agreed upon by the Board and the Superintendent. In the event that deficiencies are noted in the evaluation of the Superintendent, the Board shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance

to be unsatisfactory. Within thirty (30) days of delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation.


10. EXTENSION OF CONTRACT. The terms of this contract shall be deemed to be extended for an additional period of one (1) year after the 2020-2021 school year, unless before July 1 of every year thereafter, the Board notifies the Superintendent that the Board does not intend to extend this Contract for such additional one (1) year period.
11. TERMINATION OF EMPLOYMENT CONTRACT. The Superintendent's contract terminates on the following dates and under the following conditions only:
  - a. If the Board and the Superintendent mutually consent.
  - b. Before the expiration date set forth in paragraph 1, if the Board terminates this Contract for cause in accordance with state law.
  - c. On the expiration date set forth in paragraph 1, if the Board before January 1 of the year in which the contract expires gives notice to the Superintendent in writing, delivered in person or by registered mail.
  - d. On the expiration date set forth in paragraph 1, if the Superintendent before January 1 of the year in which the contract expires gives proper notice in writing to the Board.
  - e. Upon the retirement of the Superintendent.
12. SUPPLEMENTAL TERMS. The Board and the Superintendent have executed a basic contract in the form of a Regular Teacher's Contract as required by state law. This Contract is intended to supplement and expand upon the rights and obligations of the parties.
13. MODIFICATION OF CONTRACT. This Contract may be altered or rescinded for a new one at any time by mutual consent of the Board and the Superintendent. The consent of both parties must be in writing.
14. BINDING EFFECT. This Contract shall bind the parties hereto and their respective assigns, successors and personal representatives.
15. SEVERABILITY. If any item in this contract is held invalid by any court or other tribunal of competent jurisdiction, such invalidity shall not affect the remaining provisions of this contract, which are and shall remain severable.
16. INDEMNITY: Should the Superintendent be sued for anything related to job duties, the school board will provide legal counsel. This indemnity will continue

after the superintendent's departure if the lawsuit involves issues occurring during the Superintendent's tenure with the corporation.

17. This contract shall be interpreted in accordance with the laws of the State of Indiana.

BOARD OF SCHOOL TRUSTEES OF  
NORTH NEWTON SCHOOL CORPORATION

December 13, 2021

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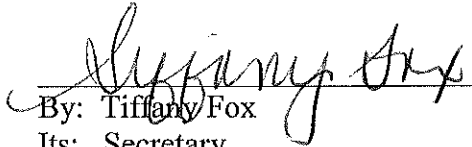
By: Patricia Reyes

Its: President

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By: Dr. Cathy Rowe

Superintendent

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By: Tiffany Fox

Its: Secretary