

SUPERINTENDENT EMPLOYMENT CONTRACT

THIS CONTRACT is made and entered into this 15th day of August, 2023, between the BOARD OF SCHOOL TRUSTEES OF THE NORTH JUDSON-SAN PIERRE SCHOOL CORPORATION ("Board") and MORGAN KELLY SHEPHERD ("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 Judson-San Pierre School Corporation for a term commencing on August 15, 2023 and ending on June 30, 2026.

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 District, he 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 District;
- c. organizing, reorganizing and arranging the administrative and supervisory staffs, including instruction and business affairs, which in his judgment best serves the District;
- d. staffing the District 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 District; 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 his appointment are under consideration, and all Board and citizen committee meetings. He 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. Salary. The Superintendent's salary shall be as follows:

August 15, 2023 – June 30, 2024	\$120,000.00
July 1, 2024 – June 30, 2025	\$122,400.00

Future salary increases will be 2% of the current salary amount through year five.

- b. Deferred Compensation. In January of each year during the term of this Contract the Board shall contribute 5% of Superintendent's base salary to, as directed by the Superintendent, to one or more 403(b) annuity plans. The investment of all contributions pursuant to this subparagraph shall be made at the direction of the Superintendent.

- 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 both the Superintendent's and the District's contribution.

- e. Auto/Mileage Expenses. The Board shall pay a monthly stipend of \$350.00.

f. A technology allowance of \$125.00 per month will be allotted to the Superintendent.

g. The Board agrees to pay a \$6,000 tuition support stipend in the first two years of the contract. This stipend is to be used by the Superintendent to aid in him getting his doctorate. This shall be paid in monthly installments. The superintendent will provide tangible proof he is in the process of getting his doctorate to the Board president when asked.

6. VACATION AND OTHER BENEFITS.

a. The Superintendent shall be granted the following leave days per year:

(i) 25 vacation days per year. Unused vacation days shall accumulate to a maximum amount not to exceed 50 days. Upon separation of employment, the Superintendent's unused vacation days will be bought out at per diem rate.

(ii) 5 personal days per year. All unused personal days shall be accumulated as additional sick leave days.

(iii) 10 sick days per year. Unused sick days at the end of a contract year will roll over to the next year not to exceed 165. Upon separation of employment, the Superintendent's unused sick days will be bought out at \$150 per day.

(iv) 11 holidays per year.

b. Health, Dental, Vision, Long Term Disability and Life Insurance. The School Corporation shall pay the full premium (less \$500 to be paid by Superintendent) of a family policy for the Superintendent to all health insurance. Dental, vision and long-term disability insurance shall be provided by School Corporation.

c. The Superintendent shall be enrolled in Pre-Paid Legal, which costs shall be paid by the Board.

d. A \$200,000 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 School Corporation. This policy shall include accidental death and dismemberment provisions.

e. Professional Organizations. Memberships for North Judson San-Pierre School Corporation shall be maintained at the School Corporation's expense in ISBA, IAPSS and IASBO. In addition, an amount up to Five Hundred Dollars (\$500.00) per year shall be paid by the School Corporation at the

Superintendent's option, for membership in any additional professional organizations.

7. PROFESSIONAL LIABILITY AND INDEMNIFICATION. The Superintendent shall be a named insured in the District'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 his individual capacity, or in his 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 to establish long-term and short-term goals and objectives for the District. The first of these meeting shall occur prior to the beginning of the 2023-2024 school year. Said goals and objectives 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, the Board and the Superintendent shall meet for the purpose of evaluation of the performance of the Superintendent. The first of these meetings shall occur following the conclusion of the 2023-2024 school year. 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 unless prior to July 1, 2024, and 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.

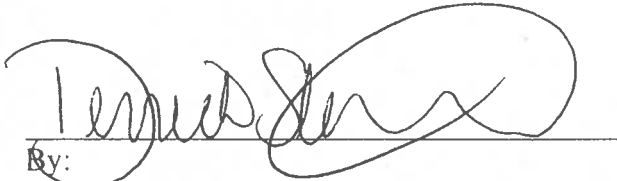
14. BINDING EFFECT. This Contract shall bind the parties hereto and their respective assigns, successors and personal representatives.

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.

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

BOARD OF SCHOOL TRUSTEES OF
NORTH JUDSON SAN-PIERRE
SCHOOL CORPORATION

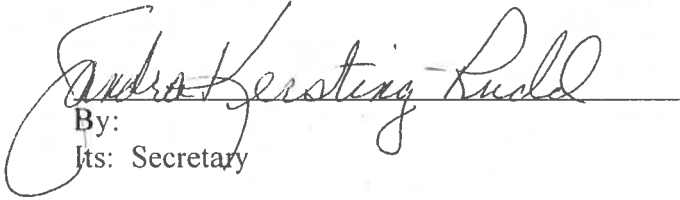


By:

Its: President



Morgan Kelly Shepherd.



By:

Its: Secretary

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