

## **Employment Agreement**

This Agreement supplements the Regular Teacher Contract employing Mark Dubois as the Superintendent of the Western School Corporation (“School Corporation”) by the **BOARD OF SCHOOL TRUSTEES** of the **WESTERN SCHOOL CORPORATION**. It is entered into by mutual consent of the parties in the manner permitted by Ind. Code [20-28-8-6](#). In doing so, it replaces all prior agreements, understandings, arrangements, and contracts between these parties.

**1. PARTIES TO THIS AGREEMENT AND DEFINITION OF TERMS.**

The parties to this Agreement are the “**SUPERINTENDENT**” meaning Mark Dubois and the “**BOARD**” meaning the **BOARD OF SCHOOL TRUSTEES** of the **WESTERN SCHOOL CORPORATION**.

As used in this Agreement, “**SCHOOL YEAR**” means a continuous period of twelve (12) months beginning on July 1 and ending on June 30 of the following year; and “**CALENDAR YEAR**” means a period of twelve (12) months beginning on January 1 and ending on December 31 of the same year.

**2. EMPLOYMENT OF SUPERINTENDENT AND LENGTH OF THIS AGREEMENT.**

**A. EMPLOYMENT OF THE SUPERINTENDENT & LENGTH OF THIS AGREEMENT.**

The Board agrees to employ the Superintendent and the Superintendent agrees to be employed by the School Corporation in a position titled “Superintendent.” The Superintendent agrees that he is properly licensed by the Indiana Department of Education for this position and that he will maintain this license for the balance of his employment as Superintendent.

The Superintendent shall serve as the chief executive officer of the School Corporation subject to the terms of this Agreement for an initial term beginning on July 1, 2022 and concluding on June 30, 2025 unless extended or canceled pursuant to its terms or Indiana statute.

This Agreement automatically shall extend one additional year for each year in which School Corporation does not deliver written notice to Mr. Dubois prior to June 1 that there will be no automatic one-year extension of the Agreement. This provision results in a rolling three (3) year term. Non-renewal of this Agreement at the end of the Agreement term may be effectuated in accordance with Indiana Code 20-28-7.5.

**B. SUPERINTENDENT'S LICENSING**

Certification. Mr. Dubois and the Board will work cooperatively to maintain, at all times during the Employment Term, a valid license or certificate evidencing his qualifications to serve as Superintendent of a public school corporation in Indiana, if required by Indiana law and the regulations of the Indiana Department of Education. Additionally, Mr. Dubois is progressing towards advanced degree coursework for that he will endeavor to complete within three (3) years. Upon completion, he will receive an additional \$2,000 added to his base salary under 4(A) below.

**C. SUPERINTENDENT'S WORKING DAYS & VACATION LEAVE IN EACH SCHOOL YEAR.**

The parties agree that the Superintendent shall provide services pursuant to this Agreement on two hundred sixty (260) working days during each school year. These working days shall include twenty (20) days of paid vacation leave in each school year, effective the first year of his employment.

The Superintendent's two hundred forty (240) working days (260 days minus 20 days of paid vacation leave in each school year) shall also include the following holidays which are Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Day Before Christmas Day, Christmas Day, Day before New Year's Day, New Year's Day, Good Friday and Memorial Day and paid leave days approved by the Board that are provided to twelve-month certificated employees.

The Superintendent's calendar of work days shall be organized so as to ensure the Superintendent's timely completion of typical responsibilities of school superintendents, presence at key school events such as budget preparation and adoption and student testing, as well as the full and competent performance of the duties established in Paragraph Three (3) of this Agreement.

The Superintendent's vacation leave shall vest as described in this Sub-Paragraph and shall not accumulate or carry-over for use in future school years. However, the Superintendent shall have the option to sell five (5) days of accrued but unused vacation leave each school year at a per diem rate which is the annual base salary paid pursuant to this Agreement divided by 260. With the exception of the option to sell back five (5) days of accrued but unused vacation leave each school year, accrued but unused vacation leave days that are unused by the Superintendent on June 30 will roll over at the same rate as other year-round employees, and any remaining shall be lost and forfeited. —The Superintendent has the option of those monies contributed to his 401 (a).

The Superintendent will have fifteen (15) combined sick/family illness days. In addition, the transfer of sick days from the Superintendent's previous employer shall be given at the rate of twenty (20) accumulated and unused sick leave days for the first year of the current contract, and ten (10) transferred sick days each subsequent year. The

Superintendent shall have three (3) personal days, capped at six (6) days. Any overage of the six (6) allotted days will transfer to sick days.

**D. SUPERINTENDENT’S EVALUATION.**

The parties agree that the Superintendent is a “certificated employee” as defined at Ind. Code 20-29-2-4 and must therefore receive an annual evaluation pursuant to Ind. Code 20-28-11.5. This evaluation shall be performed by the Board according to the criteria found in current Indiana law and shall result in a finding that the Superintendent’s performance of the duties of his position has been “highly effective,” “effective,” “improvement necessary,” or “ineffective.”

**3. DUTIES OF THE POSITION OF SUPERINTENDENT.**

A. The parties agree that the Superintendent shall have the duties typical of a chief administrative officer of a school corporation as stated in the job description for the position titled “Superintendent” which is incorporated here by reference:

**(h.i.)**

The duties assumed by the Superintendent in this Agreement may be modified by the agreement of the parties. The duties established for the Superintendent by this Agreement are personal to the Superintendent and shall not be delegated or assigned by him except as specifically authorized by the Board. The position of Superintendent is a unique position in the School Corporation and the Superintendent shall therefore not be transferred or reassigned by the Board to another position within the School Corporation without his consent or as allowed under Indiana law. This does not preclude Superintendent from working in his private family business or non-education field.

B. The Superintendent agrees that the duties and responsibilities of the position of Superintendent require his best professional judgment and expertise, and therefore constitute full-time employment. The Superintendent therefore agrees that he

will direct his full time, attention, and energy to the business of the School Corporation and will not accept outside employment, perform work as an independent contractor, or engage in any other pursuit paying for his personal services without the agreement of the Board.

**4. SUPERINTENDENT’S BASE SALARY AND BENEFITS.**

In exchange for performing the duties of the position of Superintendent established by this Agreement and meeting the qualification standards for the position titled “Superintendent” established in Sub-Paragraph 3(A.) of this Agreement, the Board agrees that the Superintendent shall receive the following:

**A. SUPERINTENDENT’S BASE SALARY.**

The Superintendent shall be paid the gross annual base salary of One Hundred Thirty Thousand Dollars (**\$130,000**) (“Base Salary”), which will be paid in approximately equal installments in accordance with the School Corporation’s customary payroll dates and practices. Base Salary increases shall be considered by the Board following its evaluation of the Superintendent as a certificated employee pursuant to Sub-Paragraph 2(C.) of this Agreement. If the Superintendent is eligible, then the Superintendent shall receive a basic salary increase no less than the percentage increase for eligible certified staff per the certified employee bargaining unit annually. If in any given year, the certified school employee bargaining unit’s schedule decreases, the Superintendent’s basic salary shall not be decreased.

**B. INSURANCE COVERAGE.**

**(1.) GROUP HEALTH & DENTAL & VISION INSURANCE COVERAGE WHILE ACTIVELY EMPLOYED.**

In each School Year, School Corporation shall pay the Superintendent additional wages in an amount of the annual premium for group health dental & vision insurance coverage selected by the Superintendent from the options offered

to full time administrative employees. The amount of premium shall be paid and reported as IRS Form W-2 box 1 wages unless the Superintendent executes a salary reduction agreement to direct the amount of premium for the group insurance coverage selected by him to be paid through a Cafeteria or Fringe Benefit plan.

In addition, except as otherwise expressly provided in this Agreement, the Superintendent shall be entitled to participate in the benefit plans offered to full time administrative employees of School Corporation. If a benefit established by this Agreement is different from a benefit provided under a benefit plan offered to full time administrative employees of School Corporation, the benefit provided by this Agreement shall be in addition to the benefits offered under the School Corporation's benefit plans.

**(2.) GROUP TERM LIFE, LONG-TERM DISABILITY, SHORT-TERM DISABILITY, & CANCER CARE INSURANCE COVERAGE.**

As additional compensation for the Superintendent's services pursuant to this Agreement, the Board shall pay: 1) the applicable annual premium for coverage under a group term life insurance policy offered to School Corporation employees with a death benefit of One Hundred Thousand Dollars (\$100,000), 2) the applicable annual premium for coverage under a group long-term disability insurance policy offered to School Corporation employees 3) the applicable annual premium for coverage under a short-term disability insurance policy, and 4) the applicable annual premium for Cancer Care insurance with family coverage. The Board's contribution to the premium for group term life insurance and disability insurance provided pursuant to this Sub-Paragraph shall be

adjusted pursuant to Sub-Paragraph 4(B)(3) immediately below this Sub-Paragraph.

**(3.) CHANGES IN INSURANCE PREMIUM.**

The Board agrees that it shall pay each year the then current amount for the premiums paid by the School Corporation for the insurance coverage listed in Sub-Paragraph B (1) (Group Health Insurance), Sub-Paragraph B (2) (Group Term Life, Short Term & Long Term Disability and Cancer Care) and the amount of premium for the Superintendent's same coverage in future years; and the Board shall not decrease its portion of the premium amount for the coverage provided to the Superintendent and his eligible dependents pursuant to the benefit plan without the written approval of the Superintendent. The Superintendent agrees that the benefit plans providing the insurance coverage required by this Agreement shall be based upon the benefit plans offered to full time administrative employees.

**(4.) HSA CONTRIBUTION.**

The Board agrees that each Calendar Year, if the Superintendent is eligible, it will contribute the sum of Three Thousand and 00/100 Dollars (\$3,000.00), to an HSA plan account maintained by the Superintendent.

**C. BOARD ASSUMPTION OF SUPERINTENDENT'S ISTRF EMPLOYEE CONTRIBUTION AND REPORTING OF ANNUAL COMPENSATION TO THE ISTRF.**

In addition to the other compensation provided to the Superintendent by this Agreement, the Board shall make the employee 3% of gross wages contribution to the Indiana Public Retirement Fund (INPRS") that would otherwise be required to be paid by the Superintendent and a contribution based on his hire date to INPRS.

All compensation paid to the Superintendent and coming within the definition of “**annual compensation**” as defined in Ind. Code 5-10.2-4-3(d) shall be included in the Superintendent’s compensation reported to the Indiana Public Retirement Fund for purposes of INPR’s’ calculation of the Superintendent’s “**average of annual compensation**” as defined at Ind. Code 5-10.2-4-3.

**D. 403(b) RETIREMENT PLAN.**

Superintendent can contribute to the 403 (b) at his discretion.

**E. \_\_\_\_\_ AUTO ALLOWANCE.**

As compensation for his use of a personal vehicle in the performance of his duties defined in this Agreement, the Board shall pay the Superintendent **One Thousand and Six Hundred Dollars (\$1,600)** in each CALENDAR YEAR.

The Superintendent shall be responsible for maintaining records of use of his vehicle necessary for the School Corporation to properly report the amount based upon IRS requirements. If sufficient documentation is not provided, the amount paid to the Superintendent pursuant to this Sub-Paragraph shall be reported as a portion of his “W-2 taxable income” for the tax year.

**F. BUSINESS AND PROFESSIONAL EXPENSES.**

The Board shall pay or reimburse the Superintendent for appropriate business and professional expenses incurred on behalf of the School Corporation. Appropriate expenses shall include the cost of institutional membership and participation in state and national professional associations of educational administrators, and expenses related to the Superintendent’s attendance at conferences and activities consistent with the Superintendent’s professional development. The Superintendent agrees that he shall report to the Board on each activity, and share the information provided with the Board and its certificated and non-certificated staff if he feels the information is worthy of a



report. The Superintendent shall submit a report to the Board summarizing these expenses during the month of July for the school year that ended on the preceding June 30.

**G. BOARD CONTRIBUTION TO A 401(A) PLAN.**

Each CALENDAR YEAR, the School Corporation shall make an employer contribution of Two and three quarter Percent (2.75%) of the Superintendent's then Base Salary paid pursuant to Sub-Paragraph 4(A) of this Agreement into the School Corporation's 401(a) Retirement Plan. The parties agree that unless one of the amounts addressed in this Sub-paragraph or the IRS annual limit is amended, the employer's annual contribution to the 401(a) retirement plan for the Superintendent shall be Two Percent (2.75%) of the Superintendent's then Base Salary.

**5. CANCELLATION OF THIS AGREEMENT BEFORE ITS EXPIRATION.**

The parties agree that this Agreement may be canceled in any of the following circumstances:

A. This Agreement and the Superintendent's employment (as Superintendent or in any other capacity and including any underlying teacher contract) may be terminated at any time prior to the end of the term (and any extensions) as permitted by Ind. Code 20-28-8-7(2), as may be amended. In addition to terminating this Contract for cause and as permitted under applicable laws, the parties agree that Superintendent's employment with Employer shall end pursuant to Indiana law.

B. The Superintendent gives written notice to the Board President no less than sixty (60) days before the proposed effective date of his resignation;

- C. Without action by the parties if the Superintendent's license for the position of superintendent is suspended or revoked by the Indiana Department of Education.
- D. Without action by the parties upon the death, permanent disability (as defined in the Long Term Disability policy provided by the Board), or temporary disability of the Superintendent. A temporary disability includes the inability to work for an indefinite period of at least 90 calendar days after the Superintendent's exhaustion of all paid leave.
- E. In the event there is a desire by the Board to terminate the Superintendent's Contract by a buyout of said Contract, the parties hereby agree that the amount payable to the Superintendent for the buyout shall be the lesser of:
  - 1. The Superintendent's salary for one year under this contract; or
  - 2. Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00).

**6. DEFENSE AND INDEMNIFICATION OF THE SUPERINTENDENT FOR ACTS IN PERFORMANCE OF HIS DUTIES AS SUPERINTENDENT.**

The Board agrees to provide the Superintendent with legal counsel paid for by the Board and to defend, indemnify, and hold the Superintendent harmless to the fullest extent permitted by law for all claims, demands and judgments. Superintendent agrees that the Board may comply with this paragraph through the purchase of one or more policies of insurance or by providing for payment of the costs of defense and indemnification from School Corporation funds that may lawfully be expended for that purpose. The parties agree that this provision shall not include the costs of defense in a criminal matter or when not allowed under Indiana law.

If, while acting in good faith, the Superintendent considers that a conflict exists between his legal position and the legal position of School Corporation or other parties in

the defense of a claim arising out of his good faith performance of his duties as an employee of School Corporation, the Superintendent shall have the right to petition the Board to reimburse him for securing separate legal counsel. If the Board grants the Superintendent's request, it shall indemnify him for the costs of his legal defense, to the fullest extent permitted by Ind. Code 2026-54 (17), and Ind. Code 34-13, and successor statutes.

**7. INCORPORATION OF THE ENTIRE UNDERSTANDING OF THE PARTIES, MODIFICATION, & AUTHORS OF THIS AGREEMENT.**

The parties agree that each has had sufficient time to consider and understand the terms of this Agreement, consult with legal, financial, and tax advisors, and this Agreement therefore contains all the agreed terms of employment of the Superintendent by the Board.

The parties further agree that conduct of the parties that is inconsistent with one or more provisions of this Agreement shall not operate to constitute a waiver or modification of this Agreement and this Agreement will not be modified except by a written document making specific reference to this Agreement and the specific provision to be modified. Modifications to this Agreement shall be approved by both parties in the same manner that this Agreement was first approved.

For purposes of application or interpretation of this Agreement, the parties agree that each party participated equally in the preparation of this Agreement, and therefore, neither party shall be considered to be the author of this Agreement or any provision of this Agreement.

**8. REGULAR TEACHER CONTRACTS & ADDITIONAL DOCUMENTS.**

If required for purposes of compliance with a state or federal statute or regulation, or a request of the Internal Revenue Service, the Indiana Department of Revenue, the State Board of Accounts, or the Indiana Department of Education, they will execute any additional documents required to implement and pay compensation under this Agreement. This may include one or more one-year or multi-year Regular Teacher Contract forms promulgated by the Department of Education. The parties further agree that to the extent that this Agreement is inconsistent with the Regular Teacher Contract(s), the terms of this Agreement shall take precedence.

**9. THIS AGREEMENT IS A PUBLIC RECORD.**

The parties agree that this Agreement is a public record under the Indiana Access to Public Records Act, Ind. Code 5-14-3, and Ind. Code 20-28-6-2, and shall be available for public inspection and copying pursuant to these statutes.

**10. EFFECTIVE DATE OF THIS AGREEMENT.**

The parties agree that this Agreement shall be effective July 1, 2022.

**AGREED THIS \_\_\_1st\_\_\_ DAY OF \_\_\_\_\_, 2022.**

**SUPERINTENDENT**

\_\_\_\_\_

**BOARD OF SCHOOL TRUSTEES**

**by:** \_\_\_\_\_

Lynn Hale  
President

**attest:** \_\_\_\_\_

[NAME]  
[POSITION]