

SUPERINTENDENT EMPLOYMENT CONTRACT

THIS CONTRACT is made and entered into this 11th day of June, 2016, between the School City of East Chicago (the "SCEC"), by and through its Board of School Trustees (the "Board"), and DR. PAIGE E. MCNULTY (the "Superintendent"). In consideration of the provisions and mutual promises stated herein, the parties agree as follows:

1. TERM OF CONTRACT. The Board does hereby employ the Superintendent, and the Superintendent hereby accepts employment, as Superintendent of School City of East Chicago, Indiana, for a term commencing on July 1, 2016, and ending June 30, 2019.

2. PROFESSIONAL CERTIFICATION. The Superintendent shall at all times during the term of this Contract hold a valid Superintendent's license issued under the authority of 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 SCEC, 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 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 SCEC;
- c. organizing, reorganizing and arranging the administrative and supervisory staffs, including instruction and business affairs, which in her judgment best serves the SCEC;
- d. staffing the SCEC with competent individuals who are delegated authority commensurate with their responsibilities;
- e. assuming responsibilities 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 SCEC; 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 a Superintendent of schools. Notwithstanding any other provision of the Contract, the Superintendent shall not engage in outside activities that materially interfere or conflict with her 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 are 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 of the Superintendent for review and recommendations.

5. COMPENSATION. The Board, in consideration of the services to be performed by the Superintendent and the covenants herein contained, agrees to pay the Superintendent compensation as follows:

a. Salary. The Superintendent shall be compensated on an annual salary basis. Effective July 1, 2016, and subject to adjustments as provided below, the Superintendent shall have an annual salary of One Hundred Forty-Five Thousand Dollars (\$145,000.00), payable in twenty-six (26) equal payments;

b. Annual Increases of Salary. Based upon the performance of the Superintendent as reflected by the annual evaluations by the Board, as described below, the Superintendent's salary may be increased by the Board annually during the term of this Contract in amounts as agreed by the Board and the Superintendent;

c. Deferred Compensation. As additional compensation, SCEC shall deposit the sum of Sixteen Thousand Dollars (\$16,000.00) per year during the term of this Contract into a tax deferred annuity or annuities that qualify under Sections 401(1), 403(b) or 457 of the Internal Revenue Code, as directed by the Superintendent. Said contribution shall be made one-half in January and one-half in June during each year of the term of this Contract, and, shall be pro-rated in the event of early termination of this Contract; and,

d. Adjustment of Compensation by Contract. 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.

6. VACATION AND OTHER BENEFITS. The Superintendent shall be entitled to the following benefits:

a. Administrator Benefits. All benefits applicable to twelve (12) month certificated administrative employees as are incident to their employment to the extent not otherwise provided for in this Contract;

b. Sick Days. Twelve (12) sick days per year with accumulation limited to sixty (60) days. At the conclusion of her employment with SCEC, Superintendent shall be compensated for all unused sick days, not to exceed sixty (60), at the daily rate at which they were accumulated.;

c. Personal Days. Three (3) personal business days per year which if not used, will convert to sick days;

d. Life Insurance. Term life insurance in the amount of Three Hundred Thousand Dollars (\$300,000.00) at an annual premium to be paid by SCEC;

e. Health Insurance. The SCEC's hospital, medical and dental health care plan for the Superintendent and her dependents as per the approved plan;

f. Vacation. Twenty (20) vacation days each year. No more than fifteen (15) days may be taken consecutively without permission from the Board. Vacation days not used during a contract year will be reimbursed at a per diem rate on July 1st of each year during the term of this Contract;

g. Indiana State Teachers' Retirement Fund. The Board shall pay to the Indiana State Teachers' Retirement Fund on behalf of the Superintendent three percent (3%) of the Superintendent's compensation for her member's share of required Teachers' Retirement Fund contributions. All payments to the Superintendent coming within the definition of "annual compensation" as defined in Indiana Code 5 -10.2 - 4 -3, including, but not limited to, all amounts paid to the Superintendent pursuant to paragraph 5 shall be included in the Superintendent's compensation reported to the Indiana State Teachers' Retirement Fund for purposes of the calculation of the Superintendent's "average of the annual compensation" as defined in Indiana Code 5 - 10.2 - 4 - 3;

h. Transportation. The SCEC shall provide, by lease or purchase at their cost, an appropriate current model automobile or SUV for use full-time by the Superintendent as a take home vehicle. SCEC shall pay all operating expenses (i.e. title, insurance, repairs, maintenance, etc.) of said vehicle. Superintendent shall have access to SCEC's fuel depot. Superintendent shall be responsible for the proper reporting of her personal use of said vehicle for income tax purposes; and,

i. Cell Phone and Laptop: SCEC shall provide a current SCEC Apple I-phone and Apple laptop, at their expense, for business use by Superintendent.

7. PROFESSIONAL DEVELOPMENT. The Board encourages the continuing professional growth of the Superintendent through her participation in:

a. Meetings and Conferences. Appropriate programs and other activities conducted or sponsored by local, state, and national school administrator and school board associations;

b. Seminars and Courses. Appropriate seminars and courses offered by public or private educational institutions;

c. Meetings. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform her professional responsibilities; and,

d. Visits. Visits to other school districts and institutions.

The Board shall pay all reasonable charges for conference, seminar and course fees, travel, food and lodging, and other appropriate fees in accordance with SCEC policy. The Board shall be notified in advance and in a timely manner of the Superintendent's intention to attend any of the above professional development activities. The Board shall pay the Superintendent's membership charges to professional educational associations at the local, state and national level deemed necessary by the Superintendent to maintain and/or improve her professional skills and relationships. These memberships would be those permitted by state law and as approved by the Board in its annual budget.

8. COMMUNITY RELATIONSHIPS. Recognizing the importance of a strong working relationship between schools and the community, the Board shall pay dues, membership fees and related expenses for the Superintendent's membership in service and civic associations as provided by the Board in its annual budget.

9. PROFESSIONAL LIABILITY AND INDEMNIFICATION. The Superintendent shall be a named insured in the SCEC'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 scope of her employment and excluding criminal litigation and as such liability coverage is within the authority of the Board to provide under state law, except that in no case will individual board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, 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 interest in such litigation.

10. GOALS AND OBJECTIVES. The Board and the Superintendent shall meet at least annually to establish long and short term goals and objectives for the SCEC. 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.

11. 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 Superintendent shall assist the Board by providing a SCEC 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 of the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation.

12. EXTENSION OF CONTRACT. The Board may, in its discretion, re-issue this Contract for an extended term. Failure to re-issue the Contract for an extended term shall not constitute non-renewal under Board policy. Notwithstanding any other provision of the Contract, it shall be deemed that the Board has extended the term of this Contract for an additional period of one (1) year from the termination date set forth in paragraph 1 above (or any extended termination date) unless before January 1st of each year the Board notifies the Superintendent that the Board does not intend to extend the Employment Contract for an additional one (1) year period.

13. 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 1st 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 1st of the year in which the Contract expires gives proper notice in writing to the Board; and,
- e. upon the retirement of the Superintendent .

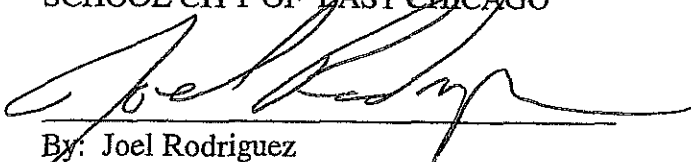
14. SUPPLEMENTAL TERMS. The Board and the Superintendent have executed a basic Contract in the form of a Regular Teacher's Contract as required by state law. This Contract is intended to supplement and expand upon the rights and obligations of the parties.

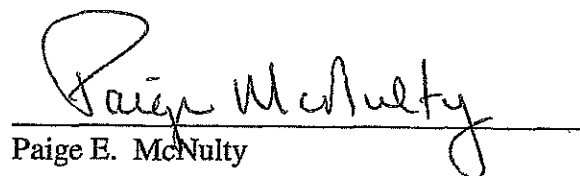
15. MODIFICATIONS OF CONTRACT. This Contract may be altered or rescinded for a new one at any time by mutual consent of the Board and the Superintendent. The consent of both parties must be in writing.


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

17. 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 provision of this Contract, which are and shall remain severable.

BOARD OF SCHOOL TRUSTEES OF THE
SCHOOL CITY OF EAST CHICAGO


By: Joel Rodriguez
Its: President


Paige E. McNulty


Frank Rivera
Its: Secretary