METROPOLITAN SCHOOL DISTRICT OF MARTINSVILLE
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This Superintendent's Contract of Employment (hereafter "Contract") supplements the basic teaching contract of _____ as Superintendent by the Board of Education of the Metropolitan School District of Martinsville by consent of the parties in the manner permitted by Indiana Code 20-28-8-6.

1. Parties to this Contract and Definition of Terms

A. The parties to this Contract are the:

1. "Superintendent" meaning _____; and

2. "Board" meaning the Board of Education acting as the governing body of the Metropolitan School District of Martinsville.

B. Definitions

1. "School Corporation" meaning the Metropolitan School District of Martinsville located in Morgan County, Indiana.

2. The term "school year" as used in this Contract means a period beginning on July 1 of one calendar year and concluding on June 30 of the following calendar year.

2. Employment of Superintendent & Terms of Employment

The Board employs the Superintendent and the Superintendent agrees to be employed by the Board as the Chief Executive Officer and Chief School Administrator of the Metropolitan School District of Martinsville for an initial period beginning on January 1, 2027 (the "Effective Date"), and concluding on December 31, 2029, subject to the terms of this Contract. This Contract shall become effective on the Effective Date regardless of the date on which it is executed by the parties. The term of this Contract shall be automatically extended for one additional year each July 1, beginning July 1, 2027, so long as the Superintendent received an overall evaluation rating of "effective" or "highly effective" on the Superintendent's most recent evaluation, unless the Board provides the Superintendent written notice that the Board does not desire the automatic extension of this Contract by the preceding June 30.

The parties agree that the Superintendent shall provide services on two hundred sixty (260) daysduring each school year. These workdays shall be provided in accordance with a schedule of work days established by the Superintendent so as to insure the full and competent performance of the duties established in Paragraph 3 of this Contract. The two hundred sixty (260) workdays shall include sick and personal leave days pursuant to Paragraph 5(B) of this Contract and any other paid leave pursuant to

Paragraph 5(D) of this Contract. The Superintendent shall devote the Superintendent's time, attention, and energy to the business of the District.

3. Duties of the Superintendent

The Superintendent is responsible for and shall perform those functions as specified in the job description for the position for which the Superintendent is hereby employed, as such 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 Superintendentis also responsible for complying with all directives of the Board which are authorized by official Board action. In addition, the Superintendent shall, during the term of this Addendum, hold and maintain such state licenses and certifications as may be applicable or required, and shall devote his full working time to the performance of his duties as Superintendent. The Superintendent may use his paid leave or vacation days for consulting activities. He shall be entitled to retain any honoraria/fees paid in connection with such activities. If the Superintendent desires to engage in any other outside employment or consulting, then he agrees he will not do so without obtaining prior Board approval. The Board shall not reassign the Superintendent to a new position or to new duties without the mutual written agreement of the Superintendent and the Board.

4. 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 LC. 20-28- 11.5-1 et seq. The evaluation shall be completed by the Board within sixty (60) days of June 30 of each employment year. The Superintendent shall not receive any raise or increment for the following year if his evaluation is designated as "improvement necessary" or"ineffective."

5. Salary & Benefits

A. Salary

The Superintendent shall be paid an initial annual base salary of One Hundred Seventy-Five Thousand Dollars ($175,000.00), 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. The Superintendent shall also receive wage increases as follows: (i) if a stipend or additional compensation is given to members of the collective bargaining unit ("CBU"), the Superintendent shall receive an amount equal to the highest stipend or additional compensation given to CBU members; and (ii) if a base salary increase is given to CBU members, the Superintendent shall receive a base salary increase equal to the highest percentage increase awarded to CBU members. The Superintendent will

not receive a wage increase or additional compensation in any school year that CBU members do not receive additional compensation.

Beginning with the Superintendent's evaluation based on the 2026-2027 school year and each school year thereafter, if the overall rating of the evaluation for the Superintendent's evaluation is "highly effective" or "effective," then the Superintendent will be eligible for the wage increases described in the preceding paragraph.
Education Compensation. While working under this Contract, and as additional compensation for education, the Superintendent will receive an annual, one-time payment of thirty dollars ($30.00) for every education credit hour he has earned above a master's degree.

B. **Paid Sick and Personal Leave**

1. Sick Leave. The Superintendent shall receive six (6) Sick Leavedays per school year. Any unused Sick Leave days shall roll over and accumulate from school year to school year. Upon retirement, the Board will pay the Superintendent a retirement severance of fifty dollars ($50.00), plus one dollar ($1.00) for each year of service with the School Corporation, for each accumulated and unused Sick Leave day.

2. Personal Leave. The Superintendent shall be granted six (6) days of Personal Leave per school year without loss of pay. Any unusedPersonal Leave days at the end of each school year will be added to the Superintendent's Sick Leave accumulation.

C. **Transfer of Sick Leave Days from Previous Employer**

The Superintendent shall be entitled to transfer all accumulated unused sick leave days from his previous employer(s), which shall be added to the Superintendent's Sick Leave accumulation under paragraph B(1) above.

D. **Vacation Days and Paid Holidays**

The Superintendent will receive twenty (20) days of paid vacation each school year of this contract. Any unused vacation days shall be bought out annually by the School Corporation at the Superintendent's daily rate of pay (annual wages divided by two hundred sixty (260) days). The Superintendent shall also be entitled to all paid holidays provided to twelve-month administrators in the Metropolitan School District of Martinsville.
The Superintendent will also be afforded paid leave for any absence that

is required by state or federal law (e.g., jury duty), as well as absences authorized by the Board's policies then in force for its administrative employees, including the Board's recognized legal holidays each year.

E. **Insurance Coverage and Contribution**

The School Corporation shall credit or pay the Superintendent an amount equivalent to the health, vision, and dental insurance premiums of the plan(s) selected by the Superintendent, minus one dollar ($1.00), pursuant to a Section 125 plan with a salary deferral arrangement. The Superintendent, at his election, can use this amount as follows: (i) the funds may be used to fund and pay for the qualified benefits selected under a plan described in section 125 of the Internal Revenue Code (the "Code") or (ii) the funds may be paid as additional wages to the electing Superintendent. All amounts paid under this provision shall be reported to the Indiana Public Retirement System (Teachers' Retirement Fund) for purposes of calculating the Superintendent's retirement benefit in accordance with applicable law.

In the event that the Superintendent retires before Medicare eligibility, the Superintendent's participation on the District's plan will continue pursuant to Indiana Code § 5-10-8-2.6 until he is Medicare eligible and the District will contribute towards the entire costs of health insurance premiums, minus $1, for an employee-only plan, unless and until the Superintendent is eligible for coverage under another employer health insurance plan.

F. **Life Insurance**

The Board agrees to provide the Superintendent with a term life insurance policy with a face value of one hundred thousand dollars ($100,000), and AD&D. The Superintendent shall contribute one dollar ($1.00) annually toward the cost of the premium for such term life insurance, and the Board shall pay the remainder of the premium.

G. **Long-Term Disability Insurance**

The Board agrees to provide the Superintendent with a long-term disability insurance policy under the same terms and conditions as all other administrators. The Superintendent shall contribute $1.00 annually towardthe cost of the premium for such long-term disability insurance, and the Board shall pay the remainder of the premium.

H. **Section 403(b) and 401(a) Contributions**

The School Corporation shall pay annually to the Superintendent

a minimum additional salary amount that is equal to the annual maximum amount established by the Internal Revenue Service for the applicable Contract year, including any catch-up amount, that the Superintendent may, but need not, elect to be contributed to an Internal Revenue Code Section 403(b) plan for each year of employment. All amounts paid herein shall be subject to state and federal taxes and, if permitted by law, be included in "annual compensation" as defined in IC 5-10.2-4-3(c) and used to determine the "average annual compensation" defined in IC 5-10.2-4-3(b), and reported to the Indiana Public Retirement System for purposes of calculating the Superintendent's retirement benefit. Unless and until the Superintendent completes an applicable salary reduction agreement, any payment made pursuant to this provision shall be paid as additional wages to the Superintendent less applicable income and employment tax withholdings.

In addition, the School Corporation shall contribute annually into an Internal Revenue Code Section 401(a) plan on behalf of the Superintendent an amount equal to three percent (3%) of the Superintendent's annual base salary in effect during the applicable contract year in which the contribution is made. The Superintendent shall be one hundred percent (100%) vested at the time the Board makes its annual contribution on behalf of the Superintendent.

I. **VEBA Contribution**

The Board shall contribute an amount equal to one percent (1%) of the Superintendent's base salary into Internal Revenue Code VEBA plan for each year of employment for the Superintendent. The Superintendent shall be one hundred percent (100%) vested at the time the Board makes its annual contribution on behalf of the Superintendent.

J. **INPRS Employee Contribution**

In addition to the other considerations provided to the Superintendent by this paragraph of this Contract, the Board shall pay on behalf of the Superintendent any contribution to the Indiana Public Retirement System that would otherwise be paid by the Superintendent, in accordance with his date of hire. The date of hire is when the Superintendentwas assigned an INPRS retirement number.

All payments to the Superintendent subject to federal income tax and the Superintendent's contribution to the Indiana Public Retirement System shall be included in the Superintendent's

salary for purposes of the Indiana Public Retirement System.

K. **Cellular Phone and Internet Device**

The Superintendent is required, and it is essential for the performance of the Superintendent's duties, to have a cell phone and cell phone service with both voicemail and email capacity and an internet data device. The Board agrees to reimburse the Superintendent thirty-nine dollars ($39.00) per month toward the cost of these devices.

L. **Dues/Membership Fees for Professional Organizations**

The Board agrees to pay the Superintendent's dues and membership fees for any professional organizations, including the Indiana Association of Public School Superintendents ("IAPSS") and the Indiana Association of School Business Officials ("IASBO"), each school year of this contract.

M. **State and National Conferences**

The Board agrees to pay all reasonable expenses for the Superintendent to attend state and/or national conferences to enhance his professional skills and knowledge, provided the Superintendent receives advance approval from the Board to attend such conference(s). In addition, the Board will pay on behalf of the Superintendent all business and professional expenses approved by the Board.

N. **District Vehicle**

The Board agrees to provide the Superintendent with daily use of a district-owned vehicle or, in lieu thereof, a comparable vehicle allowance of $400.00 each month as a net amount for vehicle expenses incurred for School Corporation business.

O. **Other Benefits**

To the extent such benefits are not duplicative of or inconsistent with the benefits provided herein, the Superintendent shall be entitled to all other benefits established by the Board for management employees of the Board. To the extent benefits for other management employees duplicate a benefit specifically provided herein, the benefit provided in this Contract shall control. This Contract is further supplemented by the collective bargaining agreement between the Board and the Classroom Teachers Association of the Metropolitan School District of Martinsville. If any benefit specifically provided by that agreement duplicates a benefit specifically provided

herein, the benefit provided in this Contract shall control.

6. Cancellation of this Contract

The parties agree that the four 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 four alternatives may be utilized 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 20-28-7.5-l(e); 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 meetingto 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-l(e) exist.

(b) **Termination Option 2**—

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 occurs, 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 theSuperintendent's Contracts pursuant to this provision.

(c) **Termination Option 3—Mutual Agreement**
The Board and the Superintendent mutually agree in writing to cancel the Superintendent's Contracts.

(d) **Termination Option 4—No-Fault**

The Board initiates a no-fault cancellation of the Superintendent's Contracts by providing the Superintendent at least thirty (30) days' written notice and paying the Superintendent the balance of the Agreement or as permitted by law.

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 wouldbecome effective.

7. **Defense and Indemnification for Acts as Superintendent**

The Board agrees to defend, 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 3 of this Contract to the fullest extent permitted by law. The Board also may provide the Superintendent with legal counsel selected by the Superintendent, with Board approval, and paid for by the Board to defend the Superintendent. Theprovisions of this paragraph exclude criminal conduct or any other conduct that is outside the scope of the Superintendent's duties.

8. Entire Contract of Parties

This Contract contains all the agreed terms of employment of the Superintendent by the Board and will not be modified except in a written document making specific reference to this Contract and the specific provision to be modified. Modifications to this Contract shall be approved by both parties in the same manner that this Contract was approved. 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 it replaces, the terms of this Contract shall control.

9. Contract as a Public Record

The parties agree that this Contract is a public record under the Indiana Public Records Law, Indiana Code 5-14-3, and Indiana Code 20-28-6-2 pertaining to teacher contracts generally.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 23rd day of November, 2026, to be effective January 1, 2027.

[SIGNATURE PAGE IMMEDIATELY FOLLOWING]

Signature Page for Metropolitan School District of Martinsville Superintendent Contract of Employment

SUPERINTENDENT

_____

_____

BOARD OF SCHOOL TRUSTEES FOR THE METROPOLITAN SCHOOL DISTRICT OF MARTINSVILLE

_____
Luke Jackson, President

_____
Dan Conway, Vice President

_____
Matt Hankins, Secretary

_____
Jacque Deckard, Member

_____
Heather Staggs, Member