

REGULAR TEACHER CONTRACT

Prescribed pursuant to Ind. Code 20-28-6-3 as the regular and uniform contract

for the employment of teachers pursuant to Ind. Code 20-28-6-4(b)

This regular teacher contract ("Contract") is by and between the governing body of the **OREGON-DAVIS SCHOOL CORPORATION** ("Corporation") and DONALD E. HARMAN ("Teacher"). DONALD E. HARMAN is a teacher as defined in Ind. Code 20-18-2-22.

In exchange for the Teacher's services described below, the Corporation and the Teacher agree that:

1. The Teacher shall teach in the schools of the Corporation for the school term, beginning **JULY 1, 2016** and ending on **JUNE 30, 2019**. Ind. Code 20-28-6-2(a)(3)(A)
2. The school term described in paragraph 1 immediately above for services under this Contract consists of **260.00** days. Ind. Code 20-28-6-2(a)(3)(B)
3. The number of hours per day the Teacher is expected to work under this Contract is **8.00**. Ind. Code 20-28-6-2(a)(3)(E).
4. The Corporation shall pay the Teacher for services under this Contract the total salary of **\$ 95,000.00** during the school year. Ind. Code 20-28-6-2(a)(3)(C)
5. The Corporation shall pay this amount in **26.0** installments on a **biweekly** basis. Ind. Code 20-28-6-2(a)(3)(D) Ind. Code 20-28-6-5(1)
6. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this 23RD day of MAY, 2016.

Teacher

Attested:

Superintendent

School Corporation by:

President

Secretary

SUPERINTENDENT'S CONTRACT
DR. DONALD HARMAN

THIS AGREEMENT made and entered as of the 1st day of July, 2016, by and between **OREGON-DAVIS SCHOOL CORPORATION**, of Starke County, Indiana, hereinafter sometimes referred to as the "School Corporation," by its Board of School Trustees, hereinafter variously referred to as the "Employer" or the "Board", and **DR. DONALD HARMAN**, hereinafter variously referred to as the "Employee" or the "Superintendent." It is understood that this Contract shall take effect on the 1st day of July, 2016, and continue until its conclusion.

WITNESSETH:

1. **Term.** Employer does hereby employ Employee to be Superintendent of the public schools of the Oregon-Davis School Corporation for a period of three (3) years beginning on the 1st day of July, 2016, and ending on the 30th day of June, 2019.
2. **Professional Certification and Responsibilities of the Superintendent.**
 - a. Employee represents that he is the holder of a Superintendent's First Grade License issued under authority of the State of Indiana.
 - b. Employee, in consideration of the promise of Employer to pay the salary set out during said three (3) year period, agrees to do and perform all of the various duties connected with and pertaining to the office of the Superintendent of the Public Schools of the Oregon Davis School Corporation, Starke County, Indiana, and to supervise, direct and determine, subject to the approval of the Board of School Trustees, all matters relating to the courses of study, methods of instruction, adoption of textbooks, supervision of children and teachers, custodial services, assignment of teachers and employment of teachers. Employee agrees to assume responsibility for the character of the schools system, for discipline and for personnel employed by the school system, and to keep such records of the Employer as shall show to the Board of School Trustees at all times the true condition of the school system.
 - c. The Employee shall organize , reorganize and arrange the administrative and supervisory staffs, including instruction and business affairs which in his judgment best serves the Employer. The responsibility for selection, placement and transfer of personnel shall be vested in the Employee, subject to the approval by the Board. The Board, individually and collectively, will

refer promptly all criticism, complaints and suggestions called to its attention to the Superintendent for study and recommendation.

3. **Outside Activities and Professional Growth.**

- a. The Employee shall engage in no outside activities which materially interfere or conflict with his duties and responsibilities to the Oregon-Davis School Corporation. However, the Employee is expected to participate in community events and organizations, including but not limited to civic and volunteer organizations.
- b. The Corporation will pay Employee's membership to any professional organization and Employee's dues for any civic organization joined.
- c. The Employer shall pay the necessary and reasonable traveling expense of the Employee when required to make any trips outside the boundaries of Employer for the purpose of employment of teachers or in conducting any other business of said Employer.
- d. The Employer will pay the expenses incurred by the Employee in attending any approved professional meetings, not to exceed \$2,500.00 annually. It is further agreed that the basis for such payments shall be the actual expenses involved.
- e. Employer shall also pay the membership dues for Employee's membership in the American Association of School Administrators and the Indiana Association of Public Superintendents.

4. **Compensation.**

- a. **Salary.** Employer, in consideration of the services to be performed by Employee and the covenants herein contained of Employee, agrees to pay as salary for such services of Employee, the sum of Ninety-five Thousand Dollars (\$95,000.00) annually, effective as of the 1st day of July, 2016, to be paid in twenty-six (26) equal payments to the Employee. The Employer shall review and determine Employee's salary on an annual basis, but such salary shall in no event be less than the prior year.

b. **Benefits.**

- i. **Medical, Dental, Vision Insurance.** The Corporation shall pay 80% of the cost of a family health, dental, vision insurance plan. The Corporation shall pay 90% of an individual health, dental, vision insurance plan.
- ii. **Life Insurance.** The Corporation shall pay the full premium of Life Insurance for the Employee in the amount of \$100,000.00 for A.D.&D.
- iii. **ISTRF.** The employer shall pay all contributions on behalf of the Employee to the ISTRF.
- iv. **Leave.**
 - (1) **Personal Business** - Employee shall be entitled to three (3) days per year of personal leave.
 - (2) **General Leave** - All leaves available to other certified employees shall be considered as applicable to administrative employees, including Employee.
 - (3) **Sick Leave** - Employee shall accrue sick leave at the rate of nine (9) days per year. Any unused sick days shall accumulate to a maximum of ninety (90) days. Any earned but not used sick days above ninety (90) days will be paid at Employee's daily rate.
 - (4) **Vacation** - The Employee shall receive twenty-five (25) days of vacation time each year during the term of this Agreement. However, the parties agree that he shall not take more than two (2) consecutive weeks of such vacation without first receiving approval of the Employer.
 - (5) **Accumulated Sick Days.** The Employee shall be credited with sixty (60) accumulated unused sick days, representing the carry over of unused sick days from his previous employer.

(6) **Improvements and Fringe Benefits.** Any improvements and fringe benefits as may be developed through bargaining or provided on any other basis to twelve (12) month administrators of Employer will automatically apply to the Employee with the exception that the Employee shall not automatically receive any increases in salary provided to other twelve (12) month administrators, and the Employee's compensation shall be separately determined by Employer as provided above.

v. **Retirement Benefits.** The Employee shall be entitled to all retirement benefits available to administrators generally.

5. **Professional Liability.**

- a. The school corporation agrees that it shall defend, hold harmless and indemnify the Employee from any and all demands, claims, suits, actions and legal proceedings brought against the Employee in his individual capacity, or in his official capacity as agent and employee of the school corporation, provided the incident arose while the Employee was acting within the scope of his employment, excluding criminal litigation, and provided such liability coverage is within the authority of the School Board to provide under state law. However, no individual board member shall be personally liable for indemnifying the Employee against such demands, claims, suits, actions or legal proceedings.
- b. If a conflict of interest exists regarding the defense of such claim between the legal position of the Employee and the legal position of the school corporation, the Employee may engage separate counsel, in which event the school corporation shall indemnify the Employee for legal defense as permitted by state law.
- c. The school corporation shall not, however, be required to pay any costs of any legal proceedings in the event the school corporation and the Employee shall have adverse interests in such litigation.

6. **Medical Examination and Personal Protection.** In light of the unique nature of the professional duties of the Superintendent of schools, the school corporation shall, at its expense, provide to the Employee:

- a. A complete medical examination of the Superintendent not less than once every two (2) years and not more often than once each year. Any report of the medical examination shall be given directly and exclusively by the examining physician to the Employee. The school board shall be advised in writing by the physician of the continued physical fitness of the Employee to perform his duties and such report shall be confidential.
 - b. In the event the life or safety of the Employee or his family is threatened or otherwise appears in danger because of the performance of the Employee's official duties, the school corporation shall pay reasonable costs incident to the protection of the Employee and his family. The Employee can request the school corporation to pay all or part of the charges. Protection, if required, will be sought first from the regular police authorities.
7. **Goals and Objectives.** On or within ninety (90) days after the execution of this contract, the parties shall meet to establish Employer's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and will be among the criteria by which the Employee is evaluated as hereafter provided. On or prior to June 1 of each year, the parties will meet to establish the Employer's goals and objectives for the next school year.
8. **Evaluation.** The Board shall evaluate and assess in writing the performance of the Employee on or before the 3rd Monday of November. During said evaluation process, the Employee shall remind the Board of the existence of the automatic extension clause contained in this Agreement. This evaluation and assessment shall be reasonably related to the position description of the Employee and the goals and objectives of the Employer for the year in question.
9. **Termination of Employment Contract.**
 - a. This employment contract may be terminated by:
 - i. Mutual agreement of the parties;
 - ii. Retirement of the Superintendent;
 - iii. Discharge for Cause;
 - iv. Death of the Superintendent.
 - b. Discharge for cause shall be in accordance with the Indiana Statutes stipulating cause for dismissal of teachers.


10. **Renewal of Employee's Contract.** It shall be deemed that the Board has extended this Agreement for an additional one year period from the termination date set forth in paragraph 1 above, or any extended termination date, unless before December 31st of each year, the Board notifies the Employee, in writing, that this Agreement will not be extended. Employee shall give notice of this provision to the Board as provided in Section 8.
11. **Supplemental Terms.** The parties have executed a basic contract in the form of a regular teacher's contract as required by I.C. 20-6.1-4-18. This agreement is intended to supplement and expand upon the rights and obligations of the parties.
12. **Savings Clause.** If, during the term of this contract, it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

IN WITNESS WHEREOF, the Board has caused this employment contract to be approved in its behalf by a duly authorized officer and the Employee has approved the employment contract effective on the day and year first above written.

EMPLOYER:

OREGON-DAVIS SCHOOL CORPORATION

By _____


Christopher Lawrence, President
Oregon Davis School Corporation Board
of School Trustees

ATTEST:


Kurt Hayes, Secretary

EMPLOYEE:


Dr. Donald Harman