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 **NORTH GIBSON SCHOOL CORP.** ("Corporation") and **BRIAN LEE HARMON** ("Teacher"). **BRIAN LEE HARMON** 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 01, 2021 and ending on June 30, 2022. 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 240.00 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 7.66. 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 \$132,183.42 during the school year. Ind. Code 20-28-6-2(a) (3) (C)
- 5. The Corporation shall pay this amount in 26 installments on a Biweekly basis. Ind. Code 20-28-6-2(a) (3) (D) Ind. Code 20-28-6-5(1)

Agreed this 29th day of November, 2021.

- 6. This Contract may be canceled 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.

Teacher:

School Corporation by:

President

Attested:

Superintendent

Secretary

See attached Addendum

NORTH GIBSON SCHOOL CORPORATION Superintendent Contract Addendum BRIAN L. HARMON

Effective Date: July 1, 2011

FRINGE BENEFITS:

1. Business and Professional Expenses

The Board shall pay or reimburse the Superintendent for all necessary travel at the corporation rate, expenses for all out of town travel approved by the Board, and membership in appropriate state and national professional organizations.

2. Corporation Vehicle

The corporation shall provide and maintain a late model vehicle for use during the term of the Superintendent's employment.

3. Non-Elective Deferred Compensation: 403(b) Plan Contributions
The Board shall provide tax deferred contributions for the Superintendent to retirement plan arrangements described in Section 403(b) of the Internal Revenue code for each year of employment. These payments shall be a monthly non-elective contribution amount equal to 6 percent (6%) for 2011/2012, 7 percent (7%) for 2012/2013, 8 percent (8%) for 2013/2014, 9 percent (9%) fir

percent (7%) for 2012/2013, 8 percent (8%) for 2013/2014, 9 percent (9%) fir 2014/2015, and 10 percent (10%) for 2015/2016 and beyond of the gross salary paid annually for each year of employment for the Superintendent to an approved 403(b) vendor account. The Superintendent will be immediately vested upon implementation of this account.

4. Insurance

The Superintendent is eligible for family health insurance through the Corporation health insurance plan. Administrator's contribution will be \$1.00 per month as approved by the School Board on April 21, 2008. As an employee of the Corporation, is also eligible for group term life and accidental death to \$100,000.

5. Contract Renewal/Rollover

Effective July 1, 2011, the initial contract length shall be for a period of 5 years subject to the following provisions: At the December regularly scheduled Board meeting, the Board is required to, during open session, vote on the rollover of the Superintendent's contract. Rollover of the contract is the extension of the time remaining on the contract up to the 5 years originally agreed upon. Failure of the Board to vote on the contract during the regularly scheduled December Board meeting shall result in the automatic rollover of the contract for 1 additional year, thus resulting in a contract for a continuous 5 year period. A vote to non-renew shall not affect any of the terms of the addendum other than the length of the contract.

6. Cell Phone/PDA

The Board shall provide the Superintendent with cellular phone/PDA device at his option.

The Superintendent shall be entitled to the benefits as stated within the Master Teachers' Contract approved by the Board and the Teachers' Association.

8. Defense and Indemnification for Acts As Superintendent

The Board shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, or legal proceedings brought against him, either in his official capacity as agent or employee of the Board or in his individual capacity, provided the incident arose while he was acting within the scope of his employment with the Board. All actions, choices, and decisions made, which are customarily and usually considered within the authority and responsibility of an Indiana Public School Superintendent, or which were made under apparent authority of statute or applicable common law or were specifically or impliedly authorized by the Board, shall be considered within the scope of employment for purposes of the provision.

This provision shall require the Board to pay all legal fees, court costs, and any and all other litigation costs directly, or to reimburse the Superintendent for any such fees, costs, or expenses necessary to defend himself from any and all demands, claims, suits, actions or legal proceedings brought against him for actions, choices, decisions, or omissions made while an employee of the School Corporation unless the Superintendent was clearly acting outside the scope of his employment as defined above. This hold harmless indemnification provision shall continue after severance or termination of the employment relationship.

9. Relocation

Should the Superintendent move within the attendance boundaries of North Gibson School Corporation during the first 3 years, the Board will reimburse him up to \$2,500 for his relocation expenses after presenting satisfactory documentation/invoice of same.

10. Unused Sick Days

Upon departure, the Superintendent will receive payment for unused sick days, up to 40 days, at the rate of \$50 per day. This will be paid by June 30th into his 403(b) account.

Brian L. Harmon, Superintendent