

**EMPLOYMENT CONTRACT
BETWEEN
THOMAS P. KOPATICH
AND THE
BOARD OF SCHOOL TRUSTEES
METROPOLITAN SCHOOL DISTRICT
OF MT. VERNON, INDIANA**

This Employment Contract, made and entered into this 8th day of September, 2015 between the Board of School Trustees of the Metropolitan School District of Mt. Vernon, Indiana, hereinafter referred to as DISTRICT, and Thomas P. Kopatich, hereinafter referred to as SUPERINTENDENT.

The DISTRICT and SUPERINTENDENT for the consideration herein specified, agree as follows:

1. TERM

DISTRICT, in consideration of the promises, herein contained, of SUPERINTENDENT, hereby employs, and SUPERINTENDENT hereby accepts employment as Superintendent of Schools for a term commencing July 1, 2015 and ending June 30, 2020.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

A. CERTIFICATION. SUPERINTENDENT shall hold a valid Administration and Supervisor-Superintendent certificate issued by the State of Indiana.

B. DUTIES. SUPERINTENDENT shall have charge of the administration of the schools under the direction of the Board. He shall be the chief executive officer of the Board; shall direct and assign teachers and other employees of the schools under his supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the DISTRICT subject to the approval of the Board; shall select all personnel subject to the approval of the Board; shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the school district, and in general perform all duties incident to the office of the superintendent and such other duties as may be prescribed by the Board from time to time. The Board, individually and collectively, shall refer all criticisms, complaints, and suggestions called to its attention to the SUPERINTENDENT for study and recommendation. The SUPERINTENDENT shall have the right to attend all Board

meetings and all Board and citizen committee meetings, serve as an ex-officio member of all School Board committees and provide administrative recommendations on each item of business by each of these groups.

C. OUTSIDE ACTIVITIES. Outside activities are those unrelated to the responsibilities of SUPERINTENDENT. SUPERINTENDENT shall devote his time, attention and energy to the business of the school district.

At any time during his employment by the DISTRICT, the SUPERINTENDENT may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of a short-term duration at his discretion and are not in conflict with the interests of the district. SUPERINTENDENT may at his option, and with the approval of the Board of School Trustees, continue to draw a salary while engaged in the outside activity as described above. In such cases, compensation paid SUPERINTENDENT in connection with these activities shall be transferred to the DISTRICT. If SUPERINTENDENT chooses to use vacation leave to perform outside activities, he shall retain any compensation paid him for those activities.

In no case will DISTRICT be responsible for any expenses attendant to the performance of such outside activities.

Consulting activities which require the superintendent to be absent from the school district for more than two (2) consecutive full working days shall be reported to the Board for approval.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT

DISTRICT encourages the continuing professional growth of SUPERINTENDENT through his participation, as he might decide in light of his responsibilities as SUPERINTENDENT, in:

- a. the operations, programs and other activities conducted or sponsored by local, state, and national administrator and school board associations;
- b. seminar and courses offered by public or private educational institutions; and
- c. informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of SUPERINTENDENT to perform his professional responsibilities to DISTRICT.
- d. advisory committees to the Indiana Department of Education. In its encouragement, DISTRICT shall permit a reasonable amount

of release time for SUPERINTENDENT as he deems appropriate, to attend to such matters, and shall pay for necessary registration, fees for travel and subsistence expenses, as approved by the Board of School Trustees.

4. COMPENSATION

Salary. DISTRICT shall pay SUPERINTENDENT at an annual salary rate of one hundred five thousand six hundred eighty-two dollars (\$105,682). This annual salary shall be paid to SUPERINTENDENT in twenty-six (26) or twenty-seven (27) equal installments in accordance with the schedule of salary payments in effect for other certified employees.

Upon evaluation and receiving the status of either effective or highly effective, the Superintendent will receive the same salary and benefit increases as other administrative employees.

5. VACATION AND OTHER BENEFITS

A. SUPERINTENDENT shall be entitled to all the benefits applicable to administrative employees as are incident to their employment relationship with DISTRICT, including but not limited to, benefits and leaves, any other forms of insurance protection, retirement program, choice of tax-sheltered annuities, and other administrative employee benefits.

B. DISTRICT will grant SUPERINTENDENT four weeks of annual vacation time per year with no more than two (2) consecutive weeks at any time without approval of the Board of School Trustees. Vacation time may not be accumulated from year to year.

C. The DISTRICT shall reimburse the SUPERINTENDENT for dues for membership in state and national professional school related organizations not to exceed a total of one thousand dollars (\$1,000.00) per year.

6. EXPENSES

DISTRICT shall pay or reimburse SUPERINTENDENT for reasonable expenses approved by DISTRICT and incurred by SUPERINTENDENT in the continuing performance of his duties under this Employment Agreement. This shall include an amount per mile set for business travel within and outside the school district for the use of SUPERINTENDENT'S personal automobile.

7. PROFESSIONAL LIABILITY

A. DISTRICT agrees that it shall defend, hold harmless, and indemnify SUPERINTENDENT from any and all demands, claims, suits, actions, and legal proceedings brought against

SUPERINTENDENT in his individual capacity, or in his official capacity while discharging his responsibilities as an employee of the DISTRICT, provided the incident arose while SUPERINTENDENT was acting within the scope of his employment and provided that such liability coverage is within the authority of the school board to provide under State Law. In any case, individual board members will not be considered personally liable for indemnifying SUPERINTENDENT against such demands, claims, suits, actions, and legal proceedings.

- B. DISTRICT shall not be required to pay superintendent's attorney fees or any costs of any legal proceedings in the event DISTRICT and SUPERINTENDENT have adverse interests in such litigation.

8. PERSONAL PROTECTION

In light of the unique nature of the professional duties of Superintendent of Schools, in the event the life or safety of SUPERINTENDENT or his family is threatened or otherwise appears in danger because of the performance of SUPERINTENDENT'S official duties, DISTRICT shall pay reasonable costs incident to the protection of the SUPERINTENDENT and his family. Protection, if required, will be sought first from the regular police authorities.

9. GOALS AND OBJECTIVES

The DISTRICT shall establish district goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and be among the criteria by which SUPERINTENDENT is evaluated as hereafter provided. Each succeeding school year, the DISTRICT will establish district goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

10. EVALUATION

The Board shall evaluate and assess in writing the performance of SUPERINTENDENT at least once a year during the term of this Contract. This evaluation and assessment shall be reasonably related to the job description, defined administrative responsibilities of SUPERINTENDENT and the goals and objectives of the district for the year in question.

SUPERINTENDENT shall submit to the DISTRICT a recommended format for this written evaluation and assessment of his performance.

The DISTRICT and SUPERINTENDENT shall mutually agree to the format for evaluation. Prior to July 1 each year, DISTRICT and

SUPERINTENDENT shall meet in closed executive session for the purpose of mutual evaluation of the performance of DISTRICT and SUPERINTENDENT. In the event that the Board determines that the performance of the SUPERINTENDENT is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvements in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the SUPERINTENDENT. The DISTRICT shall meet with SUPERINTENDENT in executive session to review the written evaluation. The SUPERINTENDENT shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the SUPERINTENDENT'S personnel file.

11. SCHOOL DISTRICT VEHICLE

The DISTRICT shall provide SUPERINTENDENT with an automobile for business travel. This automobile shall be available to and utilized by other district administrators for business travel as may be scheduled with SUPERINTENDENT having pre-eminent right of use. SUPERINTENDENT shall have the right to utilize the automobile for personal business incidental to travel on school business.

12. **TERMINATION OF EMPLOYMENT CONTRACT**

This Employment Contract:

- A. Shall be terminated automatically upon death of the SUPERINTENDENT;
- B. May be terminated by mutual agreement of the parties;
- C. May be terminated unilaterally by the DISTRICT:

(1) With cause. Conduct which is seriously prejudicial to the DISTRICT including, but not limited to, neglect of duty, breach of contract or other cause provided by statute for dismissal of teachers shall constitute cause. Notice of discharge for cause shall be given in writing and SUPERINTENDENT shall be entitled to a hearing before the DISTRICT if he requests a hearing at least ten (10) days before termination to discuss such causes. If SUPERINTENDENT chooses to be accompanied by legal counsel at such meeting, he shall bear any cost therein involved. Such hearing shall be conducted in closed, executive session.

SUPERINTENDENT shall be provided a written decision describing the results of the hearing, including the findings of facts relevant to cause under consideration.

(2) Without cause but with ninety (90) days written notice to the SUPERINTENDENT provided that in such case, the DISTRICT shall pay the SUPERINTENDENT, as severance pay the aggregate salary he would have earned under this Contract to the termination date of this Contract or extension of this Contract.

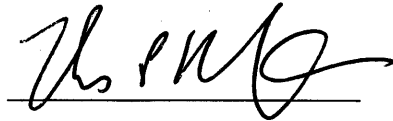
13. SAVINGS CLAUSE

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.

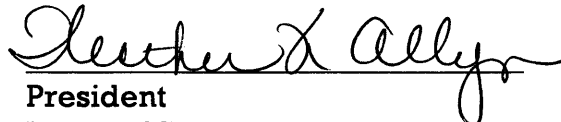
This Contract shall not be amended without the written consent of both parties.

IN WITNESS WHEREOF, DISTRICT has caused this Employment Contract to be approved in his behalf by a duly authorized officer and SUPERINTENDENT has approved this Employment Contract effective on the day and year specified in paragraph one above.

SUPERINTENDENT

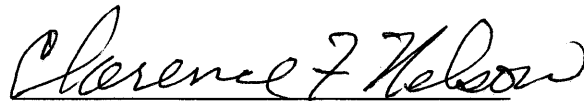


**GOVERNING BOARD OF THE
METROPLITAN SCHOOL DISTRICT
OF MT. VERNON, INDIANA**



**President
Board of School Trustees**

WITNESS:



**Secretary
Board of School Trustees**

This Employment Contract was approved by vote of the School Board at a public meeting duly held on September 8, 2015, and has been made a part of the minutes of that meeting.

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 MSD OF MT. VERNON ("Corporation") and THOMAS KOPATICH ("Teacher"). THOMAS KOPATICH is a teacher as defined in Ind. Code 20-18-2-22.

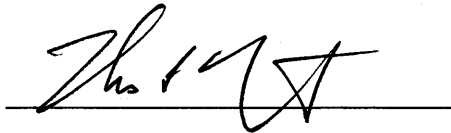
In exchange for the Teacher's services described below, the Corporation and the Teacher agree that:

1. The Teacher shall teach in the schools of the Corporation for the school term, beginning JULY 1, 2016, and ending on JUNE 30, 2017. Indiana 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 7.75. 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 \$ 107,760.00 during the school year. Ind. Code 20-28-6-2(a)(3)(C)
5. The Corporation shall pay this amount in 27 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(e) 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 2nd day of September, 2016.

Teacher

School Corporation by:



President:

Secretary:

Attested: Superintendent:

