

SUPERINTENDENT'S CONTRACT LES L. HUDDLE

THIS CONTRACT, made and entered into at Lafayette, Indiana, this _____ of December, 2023 by and between the Lafayette School Corporation, Board of School Trustees, hereinafter referred to as "Board" and Les L. Huddle, hereinafter referred to as "Superintendent," WITNESSETH:

WHEREAS, the Board and Superintendent want to extend the term of the Superintendent's Contract since it will terminate as of the 30th day of June, 2024; and

WHEREAS, the Board and Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as a basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the Lafayette School Corporation; and

WHEREAS, Superintendent has consented to fulfill the duties of superintendent during the time period as set out below;

NOW, THEREFORE, Board and Superintendent, for and in consideration of the mutual covenants and promises hereinafter contained, agree as follows:

1. TERM. The Board hereby extends the employment of Superintendent and Superintendent hereby agrees to remain in the employ of the Board as superintendent of the Lafayette School Corporation, for a term commencing the 1st day of July, 2024, and ending the 30th day of June, 2027.

Provided this Contract is in full force and effect and Superintendent is not in default hereof, Superintendent shall have the option to extend this Contract for two (2) successive terms of one (1) year each (an "Extended Term"), and under the same terms, conditions and provisions as established herein for the primary term of the Contract, except as otherwise set forth herein.

To be effective, any option to extend must be exercised by delivery of a written notice of exercise to the Board at least six (6) months days prior to the commencement date of each Extended Term. Each Extended Term shall commence immediately upon the expiration of the preceding term, provided Superintendent has exercised his option as to such extended Term and is not in default hereunder.

2. DUTIES. The Superintendent, for and in consideration of his employment and the salary and other sums to be paid to him by the Board, hereby accepts said employment on the terms and conditions herein contained and promises and agrees:

A. That he shall act as the chief executive officer of the governing body of the Lafayette School Corporation.

B. That he will devote his entire time to the services of the Lafayette School Corporation and fulfill his duties to the Lafayette School Corporation as Superintendent.

C. That he will assume the responsibility for the proper and efficient management of the educational affairs and the business affairs of the Lafayette School Corporation.

D. That he will faithfully perform all the duties imposed upon the Superintendent of Schools applicable to Lafayette School Corporation by the laws of the State of Indiana, and the rules, regulations and directives promulgated by any board, commission, bureau or other agency of the State of Indiana, and all proper directives of the Board.

E. That he will faithfully perform all of the duties generally incident to his office as Superintendent of the Schools of the Lafayette School Corporation under the general direction of the Board.

F. Superintendent hereby agrees to sign any necessary waiver so that the Board can run a criminal records check on him.

3. COMPENSATION. Board shall pay Superintendent at an annual salary rate of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) for the school year 2024-2025, Two Hundred Six Thousand and 00/100 Dollars (\$206,000.00) for the school year 2025-2026, and Two Hundred Twelve Thousand One Hundred Eighty and 00/100 Dollars (\$212,180.00) for the school year 2026-2027. This annual salary shall be paid to Superintendent in semi-monthly installments of one twenty-fourth (1/24) of the annual salary rate.

As previously agreed, as of June 30, 2023 Superintendent shall receive a bonus of Fifty Thousand Dollars (\$50,000.00) paid into his 401(a) account, so long as Superintendent is still employed by the Board pursuant to this Contract and contingent upon the evaluation as set out in Paragraph 7 determining the Superintendent to be highly effective or effective. And as of June 30, 2024, Superintendent shall receive a bonus of Fifty-five Thousand Dollars (\$55,000.00) paid into his 401(a) account, so long as Superintendent is still employed by the Board pursuant to this Contract and contingent upon the evaluation as set out in Paragraph 7 determining the Superintendent to be highly effective or effective. In addition, as of June 30, 2025, Superintendent shall receive a bonus of Sixty Thousand Dollars (\$60,000.00) paid into his 401(a) account, so long as Superintendent is still employed by the Board pursuant to this Contract and contingent upon the evaluation as set out in Paragraph 7 determining the Superintendent to be highly effective or effective. As of June 30, 2026, Superintendent shall receive a bonus of Sixty-five Thousand Dollars (\$65,000.00) paid into his 401(a) account, so long as Superintendent is still employed by the Board pursuant to this Contract and contingent upon the evaluation as set out in Paragraph 7 determining the Superintendent to be highly effective or effective. As of June 30, 2027, Superintendent shall receive a bonus of Seventy Thousand Dollars (\$70,000.00) paid into his 401(a) account, so long as Superintendent is still

employed by the Board pursuant to this Contract and contingent upon the evaluation as set out in Paragraph 7 determining the Superintendent to be highly effective or effective.

If the Superintendent exercises one or both of his options to extend this Contract, his annual salary for each such year shall increase by three percent (3%) over the amount he was paid for the prior year, and the amount of the annual contribution paid in to his 401(a) account shall increase each year by Five Thousand and 00/100 Dollars (\$5,000.00) so long as Superintendent is still employed by the Board pursuant to this Contract and contingent upon the evaluation as set out in Paragraph 7 determining the Superintendent to be highly effective or effective.

4. VACATION AND OTHER BENEFITS. Superintendent shall be entitled to all the benefits, including fringe benefits, applicable to the administrative employees as are incident to their employment relationship with the Lafayette School Corporation, including, but not limited to, vacation and illness benefits and leaves, any other forms of insurance protection, retirement program, choice of tax shelter annuities and other administrative employee benefits. Superintendent shall work two hundred twenty-five (225) days per year pursuant to this Contract. At the present time the Superintendent participates in the Lafayette School Corporations's health insurance plan, the same as other employees the Lafayette School Corporation. Subsequent to the execution of this Contract, Board shall pay the costs for the Superintendent to so participate.

5. EXPENSES. Board shall pay or reimburse Superintendent for expenses approved by Board and incurred by Superintendent in the continuing performance of his duties under this Contract. This shall include mileage expenses that the Superintendent may incur in traveling to the various buildings within the Lafayette School Corporation and to and from conferences,

seminars, workshops or other similar matters.

6. PROFESSIONAL LIABILITY. Board 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 as agent and employee of the Board, provided the incident arose while Superintendent was acting within the scope of his employment, and excluding criminal litigation, and as such liability coverage is within the authority of Board to provide under state law; except that, in no case, will individual Board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions and legal proceedings.

7. 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 position, job description and duties of Superintendent.

The format for the written evaluation and assessment of the Superintendent's job performance shall be mutually agreed upon by the Board and Superintendent. It will be the goal of the Board to evaluate the Superintendent pursuant to the written evaluation and assessment instrument within sixty (60) days prior to the expiration of each year of the term of this Contract.

At least once each calendar year, Board and Superintendent shall meet in closed executive session for the purpose of evaluation of the performance of Superintendent. In the event that the Board determines that the performance of 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 improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written

evaluation shall be delivered to Superintendent. 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. Within thirty (30) days of the delivery of the written evaluation to Superintendent, or at a mutually agreed-to time, Board shall meet with Superintendent to discuss the evaluation.

The parties acknowledge that there may be new requirements regarding evaluation that may be passed by the Indiana Legislature and that this provision of the Contract may have to be amended to be consistent with Indiana law. In the event that occurs, any provision herein that is no longer consistent with Indiana law shall be severed from this Contract.

8. TERMINATION OF CONTRACT. This Contract may be terminated by:

- A. mutual agreement of the parties;
- B. retirement of Superintendent;
- C. disability of Superintendent; or
- D. discharge for cause.

In the event the disability of the Superintendent continues after the Superintendent has exhausted any accumulated sick leave and such other leave as may be available, the Board may, at its option, terminate this Contract upon written notice to the Superintendent and the opportunity for a hearing before the board on the issue of the disability and capability of performance of this Contract.

If a question exists concerning the capacity of Superintendent to return to his duties, Board may require Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine. Board and Superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of

the Board. The physician shall limit his report to the issue of whether Superintendent has a continuing disability which prohibits or substantially impairs him from performing his duties.

Discharge for cause shall constitute conduct which is immoral or insubordinate, which means a willful refusal to obey the state school laws or reasonable rules prescribed by the government of the school corporation, neglect of duty, incompetency, breach of contract or other good and just cause. Notice of discharge with cause will follow applicable Indiana law, as set forth in I.C. § 20-6.1-4-11.

9. 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.

10. TERM LIFE INSURANCE. During the time period this Contract is in full force and effect, the Board shall be required to purchase a term life insurance policy on Superintendent's life payable to beneficiary or beneficiaries selected by the Superintendent in the amount of Three Hundred Twenty-Eight Thousand Dollars (\$328,000.00). Superintendent and Board agree the cost of said premium shall be considered as income to the Superintendent and he will be responsible for any tax liability regarding the cost of said premium.

11. CAR ALLOWANCE. As an additional item of compensation the Superintendent shall continue to receive a motor vehicle allowance of Six Hundred Fifty Dollars (\$650.00) per month.

12. BUY OUT. In the event there is a desire by the Board to terminate the Superintendent's Contract by a buy out of said Contract, the parties hereby agree that the amount payable to the Superintendent for the buy out shall be the lesser of:

A. The Superintendent's salary for one year under this contract; or

B. Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00).

13. RETIREMENT BENEFITS. Up to retirement of the Superintendent from the Lafayette School Corporation, the Superintendent shall be entitled to receive the same retirement pay package that is available for other certified administrative employees of the Lafayette School Corporation even in the event that Superintendent holds another position within the Lafayette School Corporation other than Superintendent. The providing of this retirement pay package shall be an additional benefit over and above any other compensation or benefits that are owed to the Superintendent pursuant to this Contract.

14. HOLD HARMLESS. In the event that the Superintendent is sued in his individual capacity, or in his official capacity as agent and employee of the board, for an incident that arose while Superintendent was acting within the scope of his employment, and excluding criminal litigation, and said lawsuit is initiated after the termination of Superintendent's Contract and all addendums for Superintendent's employment by the Lafayette School Corporation, Board of School Trustees, so long as the termination of the Contract was not a discharge for cause as set out in Paragraph 8 of this Contract, then in that event, the Board agrees that it shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent, including paying for the reasonable and necessary expense of legal representation retained by the Superintendent. In no case shall individual Board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions, and costs of defense of such legal proceedings.

15. EXECUTION. Contemporaneously with this Contract, Superintendent and Board shall also execute a regular teacher's contract. This contract shall be executed in duplicate, with Superintendent and Board each keeping a copy of the documents executed.

IN WITNESS WHEREOF, the Lafayette School Corporation of Lafayette, Indiana, has caused to be affixed hereto its official name and seal and the signature of its President, attested to by the Secretary of said School Corporation, and Les L. Huddle has hereunto set his hand and seal.

LAFAYETTE SCHOOL CORPORATION

By: _____
Brent Clemenz, President

ATTEST:

Allison McKay, Secretary

Les L. Huddle