

## 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 **SUNMAN-DEARBORN SCHOOLS** ("Corporation") and **DR. ANDREW S JACKSON** ("Teacher"). **DR. ANDREW S JACKSON** 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 **07/01/2018**, and ending on **06/30/2019**.  
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**. 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 **\$143,964.00** 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 **Bi-weekly** 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 public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

**Agreed this 7th day of December 2018.**

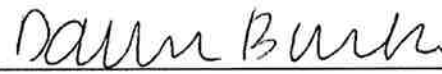
Teacher

  
\_\_\_\_\_

School Corporation by:

  
\_\_\_\_\_  
President

Attested:

  
\_\_\_\_\_  
Superintendent  
\_\_\_\_\_  
Secretary

## EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2015, by and between THE BOARD OF SCHOOL TRUSTEES OF SUNMAN-DEARBORN COMMUNITY SCHOOLS ("Board") and DR. ANDREW JACKSON ("Dr. Jackson").

### Recitals

- A. The Board desires to employ Dr. Jackson as Superintendent of the Sunman-Dearborn Community Schools.
- B. Dr. Jackson has consented to fulfill the duties of Superintendent of Sunman-Dearborn Community Schools during the period of this Agreement and in accordance with the terms and conditions set forth below.
- C. The Board and Dr. Jackson desire to enter into and to reduce to writing the terms of Dr. Jackson's employment by the Board in accordance with I.C. 20-28-8-6, such terms to include, supplement, and modify, where applicable, the Regular Teacher's Contract entered into by the Board and Dr. Jackson, as prescribed by I.C. 20-28-6 to 2-28-8.

NOW, THEREFORE, in consideration of the matters set forth in the Recitals and of the mutual promises hereinafter set forth, it is agreed as follows:

### ARTICLE I

#### EMPLOYMENT AND TERM

Section 1.01. Employment Term. The Board hereby employs Dr. Jackson as Superintendent of the Sunman-Dearborn Community Schools ("SDCS") and Dr. Jackson agrees to be employed as Superintendent. The term of this Agreement ("Employment Term") shall be for three years, beginning on July 1, 2015 ("Effective Date") and ending on June 30, 2018 ("Expiration Date"), consisting of 260 days per year (250 Work Days and 10 paid holidays); provided, however that the Employment Term may be terminated prior to the Expiration Date as provided in Section 1.03 of this Agreement. It is further agreed that on July 1, 2015, this contract shall become a rolling three (3) year contract so that on July 1, 2016, and each successive July 1, the terms of the contract are automatically extended through and including June 30 of the third year thereafter unless the Board gives written notice to Dr. Jackson prior to January 1 that the Board does not agree to an automatic extension of the Agreement. An Employment Year for purposes of this contract shall begin on July 1 of a year and end on June 30 of the following year.

Section 1.02. In consideration of the foregoing automatic renewal or "rollover" language, Dr. Jackson agrees that the written notice to prevent the automatic renewal will be effective when given either: (1) over the signature of the Board President who represents that a majority of the Board members have informed the President individually that this is their desire, or (2) over the signature of at least a majority of the Board members who state in the notice that this is the individual desire of each of them. As part of this consideration, Dr. Jackson further agrees to forego any and all possible legal action against the Board and/or its individual members when the Board follows either of the stated alternatives.

Section 1.03. Termination of Employment Agreement.

- (a) Termination by Mutual Consent. The parties may terminate this Agreement on any date during the Employment Term, if the board and Dr. Jackson mutually consent in writing to such termination.
- (b) Termination by Board Prior to Expiration Date of Employment Term. The Board may terminate the Agreement prior to the Expiration Date of the Employment Term as provided in I.C. 20-28-8-7(2) for any ground specified in I.C. 20-28-7-1, in which event Dr. Jackson's tenure status as a teacher, if any, will also be terminated for the same reasons.
- (c) Termination by Board on Expiration Date of Employment Term. The Board may terminate the Agreement on the Expiration date as provided in I.C. 20-28-8-7(3).
- (d) Termination by Superintendent on Expiration Date of Employment Term. Dr. Jackson may terminate this Agreement on the Expiration Date as provided in I.C. 20-28-8-7(4).
- (e) Death or Retirement. This Agreement shall terminate without action of the parties upon the occurrence of the death or the retirement of Dr. Jackson.

ARTICLE II

DUTIES, PROFESSIONAL GROWTH

Section 2.01. Duties. During the Employment Term, Dr. Jackson shall serve the Board as the Superintendent of SDCS, and he shall have such duties as may be prescribed by law, described in the job description for the Superintendent of SDCS, the duties assigned by Board policy or other record of Board action and all other duties as are assigned by the Board from time to time. Dr. Jackson shall also be responsible for any modifications of duties that may be made from time to time in the law, in the job description for the Superintendent of SDCS or other Board policies.

Section 2.02. Professional Growth.

- (a) Membership Dues. The Board shall pay the membership dues of Dr. Jackson in his choice of two education related professional organizations and/or associations.

ARTICLE III

COMPENSATION

Section 3.01. As payment for all services which Dr. Jackson may render pursuant to this Agreement, the Board shall pay the following:

- (a) Year one, basic salary at an annual rate of One Hundred Thirty Thousand Dollars (\$130,000.00) ("Basic Salary"), payable in equal bi-weekly installments pursuant to the regular payroll schedule of SDCS during the Employment Term.
- (b) If applicable, year two and thereafter, Dr. Jackson's Basic Salary shall be adjusted the same as salary adjustments received by SDCS teachers or greater if the Board so elects.
- (c) Upon approval by the Board, any adjustment in Basic Salary under subparagraph (b) or (c) shall constitute an amendment to this Agreement and becomes a part thereof, but shall not be considered as a new contract or extension of the Expiration Date of the existing contract.

## ARTICLE IV

### AUTOMOBILE ALLOWANCE AND MOVING EXPENSES

Section 4.01. Automobile Allowance. The Board shall pay Dr. Jackson the sum of Five Hundred Dollars (\$500.00) per month to compensate Dr. Jackson for use of his private automobile in the daily performance of his duties as Superintendent within the Tri –State area. The automobile allowance is expressly in lieu of the Board providing Dr. Jackson with a leased automobile for that purpose, as well as in lieu of all other automobile mileage and expense reimbursement .

## ARTICLE V

### EMPLOYEE BENEFITS

Section 5.01. Employee Benefits. Dr. Jackson shall be entitled to all of the applicable benefits customarily provided by SDCS to other administrative employees. In addition, Dr. Jackson will be provided with the additional benefits:

- (a) Vacation time. Dr. Jackson shall be provided with fifteen (15) paid vacation days per contract year.
- (b) Health Insurance Package. The Board will provide Dr. Jackson the usual and customary medical and dental insurance coverage, which may be modified by supplement policies or pronouncements. The annual cost to Dr. Jackson of both the medical and dental insurance family coverage will be One Thousand Five Hundred Dollars (\$1,500.00). The Board will contribute \$6,000 annually to a Health Savings Account.
- (c) Life Insurance Benefits. The Board shall provide to Dr. Jackson a term policy worth two times the Superintendent's salary based on natural death and four times the Superintendent's salary based on accidental death.
- (d) Long Term Disability Insurance. The Board will pay all but One Dollar (\$1.00) per year toward the total premium cost of a long term disability insurance policy. The disability benefits will equal 66-2/3% of the administrator's monthly salary commencing on the 91<sup>st</sup> day of disability.
- (e) Discretionary Leave. Dr. Jackson will be granted fifteen (15) discretionary leave days per school year. These days are allotted annually on July 1.
- (f) Unused Discretionary Days. Unused discretionary days at the end of the year (June 30) may accumulate up to the maximum number specified in the Teachers Agreement. The Board agrees that Dr. Jackson may transfer ninety (90) of accumulated and unused sick days to which he was entitled upon termination of his former employment with Northwest (Ohio) School District. Those days shall be added to those sick days subsequently earned while employed by SDCS, and the total thereof shall be available for subsequent use by Dr. Jackson during the term of this Agreement.
- (g) Annuity Contract. Within thirty (30) days of the commencement of each calendar year, the Board shall pay an amount equal to 2.5% of his salary plus one thousand five hundred (\$1,500) Dollars (\$4,750.00) toward the purchase of an annuity contract from a mutually agreeable company for Dr. Jackson. Dr. Jackson shall annually pay the balance of the cost of said annuity, if any. This annuity shall vest immediately upon execution of this Agreement.

- (h) Teacher Retirement Fund. The Board shall pay the 3% employee portion of the Indiana State Teacher Retirement fund cost.

## ARTICLE VI

### PROFESSIONAL LIABILITY

Section 6.01. Indemnification. The Board shall defend, hold harmless and indemnify Dr. Jackson from any and all demands, claims, suits, actions and legal proceedings brought against him in his individual or official capacity as an agent or an employee of the Board, in connection with any matter arising while he was acting within the scope of his employment, as long as such action by Dr. Jackson was taken in good faith. The Board's obligation hereunder shall not extend to instances wherein such liability, cost or damages are predicated upon claims which a court of final jurisdiction has determines as arising out of bad faith action taken by Dr. Jackson's malfeasance in office or employment, or upon any action between Dr. Jackson and the Board.

Section 6.02. Liability Insurance. The Board shall provide professional liability insurance protection afforded by its liability insurance carrier any excess carrier under current contract with SDCS. The Board shall pay premiums on an excess liability policy for the benefit of Dr. Jackson within the limits of liability in the amount of One Million Dollars (\$1,000,000.00).

## ARTICLE VII

### AMENDMENT

This Agreement and the Regular Teacher's Contract entered into between the Board and Dr. Jackson constitute the entire agreement between the parties and cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by the Board and Dr. Jackson. This Agreement supersedes all prior agreements between the parties.

## ARTICLE VIII

### REGULAR TEACHER'S CONTRACT

In accordance with Indiana law, the Board and Dr. Jackson hereby incorporate by reference in this Agreement all of the provisions of the "Regular Teacher's Contract", as executed by the Board and Dr. Jackson on the official form prescribed by the State Superintendent of Public Instruction, for each applicable school year, setting forth the salary and schedule of installment payments for Dr. Jackson for that school year, except those provisions which are not applicable to persons employed as a superintendent of a school corporation and except as modified in the Agreement. It is agreed that the Regular Teacher's Contract for any school year shall be revised from time to time, respecting the amount and manner of salary payments, consistent with the provisions contained in this Agreement, and that any such amendments shall be evidenced by execution of a revised Regular Teacher's Contract for the appropriate school year.

## ARTICLE IX

### MISCELLANEOUS

Section 9.01. Notice. Any notice required under this Agreement shall be in writing and, provided it complies with any other specific requirements stated in this Agreement for the notice involved, shall be sufficient if personally given to the party receiving the notice or if sent postage prepaid by registered mail, return receipt requested, to the address set forth below or to such other address as may be specified in a prior written notice to the other party.

(a) Board

Board President  
Sunman-Dearborn Community Schools Board of Trustees  
1 Trojan Place, Suite B  
St. Leon, IN 47012

(b) Dr. Jackson

Dr. Andrew Jackson  
9536 North County Rd 800 E.  
Sunman, Indiana 47041

Section 9.02. Severability. If any provision of this Addendum or the application thereof to any person or circumstance is found to be illegal, invalid or void by a court of competent jurisdiction under any applicable law, it shall be severable, the remaining provisions of this Agreement shall not be impaired and the Agreement shall be interpreted as far as possible so as to give effect to its stated purpose.

Section 9.03. Governing Law. This Agreement, and all obligations or rights of the parties under this Agreement, shall be governed by, construed and interpreted under the laws of the State of Indiana.

Section 9.04. Actions Between Parties.

- (a) Any and all actions brought by either party in connection with or arising out of this Agreement shall be brought only in a court of appropriate jurisdiction in Dearborn County, Indiana, or in the United States District Court for the Southern District of Indiana. Dr. Jackson hereby submits himself to the jurisdiction of any and all such courts for the purposes of any litigation between the parties in connection with or arising out of the Agreement.
- (b) Any and all service of process upon Dr. Jackson may be given by mailing the documents to be served by certified or registered mail, return receipt requested, with postage fully paid, to Dr. Jackson at the address stated for him in Section 9.01 (b) of this agreement (or to such other address established pursuant to that paragraph). Service shall then be deemed to occur on the date of receipt of Dr. Jackson of said mailing.

Section 9.06. Waiver and Severability. The failure of either the Board or Dr. Jackson to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by another party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect. Further, the finding that any part of this contract is unenforceable shall have no effect on the remainder of the contract, which shall otherwise remain enforceable.

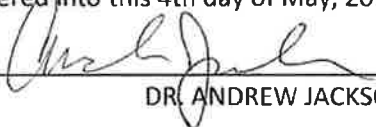
Section 9.07. Headings and Construction. The headings placed before the several paragraphs of this Agreement are inserted for each of reference only, do not constitute a part of this Agreement, and shall not be used in any way whatsoever in the construction or interpretation of this Agreement. Further, the parties acknowledge that both have had the opportunity to have this agreement reviewed by counsel, and that it shall not be construed against the Board as the drafter.

Section 9.08. Assignability. Neither the Board nor Dr. Jackson may assign its or his rights or obligations under this Agreement unless the prior written consent of the other to such an assignment is first ordained; any attempted such assignment by either the Board or Dr. Jackson without such prior written consent shall be null and void and of no force and effect.


Section 9.09. Entire Agreement. This Addendum and the basic contract contain the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing signed by the party against whom enforcement of the change, modification or discharge is sought.


IN WITNESS WHEREOF, the Board and Dr. Jackson have executed or caused to be executed this Agreement on the day and year first above written.

Entered into this 4th day of May, 2015.

  
\_\_\_\_\_  
DR. ANDREW JACKSON

SUNMAN-DEARBORN COMMUNITY SCHOOLS BOARD OF TRUSTEES

  
\_\_\_\_\_  
MICHAEL NORMAN, President


  
\_\_\_\_\_  
BRANDON BURRESS, Secretary

  
\_\_\_\_\_  
JOHN MCKAY, Board Member

  
\_\_\_\_\_  
GLENN SCHOLL, Board Member

  
\_\_\_\_\_  
JOSEPH GRAF, Vice President

  
\_\_\_\_\_  
DAWN BURKE, Board Member

  
\_\_\_\_\_  
JOHN MAXWELL, Board Member

12 month Administrator PAID HOLIDAYS

Independence Day

Labor Day

Thanksgiving Day

The day after Thanksgiving

Christmas Eve Day

Christmas Day

New Year's Eve Day

New Year's Day

Good Friday

Memorial Day