

SUPERINTENDENT'S CONTRACT

It is hereby agreed by and between the **BOARD OF SCHOOL TRUSTEES OF THE METROPOLITAN SCHOOL DISTRICT OF NEW DURHAM TOWNSHIP** located in La Porte County, Indiana, (hereinafter called the "Board") and **DR. CURTISS STRIETELMEIER** (hereinafter called the "Superintendent") that the Board, in accordance with its action found in the minutes of the meeting held on the 14th day of **December, 2011**, does hereby employ the Superintendent for the period commencing **January 1, 2012**, and terminating **December 31, 2014**.

WITNESSETH

1. In consideration of a salary of \$105,000.00 to be paid for 2012, the Superintendent agrees to perform faithfully the duties of superintendent and to serve as Chief Executive Officer of the Metropolitan School District of New Durham Township. The annual salary shall be paid in twenty-six (26) equal installments in accordance with the rules of the Board governing payment of other professional staff members of the Corporation. The Board and Superintendent agree that the salary and benefits of this contract will be reviewed annually.

2. The Board hereby retains the right to adjust the annual salary of the Superintendent during the term of this contract, said salary adjustment shall not reduce the annual salary below the figures stated above unless such decrease is part of a uniform plan affecting salaries of all employees of the corporation. In any event, the salary shall

not be reduced by more than 3% of the base salary. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become a part of this contract, but it shall not be considered that the Board has entered into a new contract with the Superintendent or that the termination date of the existing contract has been extended. The Board may, by specific action, extend the termination date of the existing contract.

3. The Superintendent shall maintain throughout the life of this contract all appropriate certificates and/or licenses required to act as a superintendent according to the laws of the State of Indiana. The Superintendent hereby agrees to devote his full time, skill, labor and attention to duties of the Metropolitan School District of New Durham Township during the term of this contract, provided, however, that the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, teaching at the university level, or other professional duties and obligations while not interfering with the operation of the school corporation.

4. The Superintendent will have the authority to organize, re-organize, and arrange the administrative and supervisor staff, including instruction and business affairs, with the approval of the Board. The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to approval by the Board; and the Board, individually and collectively, will refer promptly to all criticisms, complaints,

and suggestions called to its attention to the Superintendent for study and recommendation.

5. The Board shall pay the Superintendent the Federal Mileage Reimbursement rate as allowed by law to compensate him for his business use of his automobile not to exceed Three Thousand Dollars (\$3,000.00). The Superintendent's automobile shall be owned, maintained and insured for business use by the Superintendent at his expense.

6. The Board shall provide the Superintendent with periodic opportunities to discuss Superintendent-Board relationships and shall inform him, at least annually, of any inadequacies as perceived by the Board.

7. The Superintendent shall receive twenty-five (25) paid days off annually, no more than ten (10) days to be taken consecutively. The Superintendent may accumulate a maximum of ninety (90) paid days off. The Superintendent shall notify the Board President of the dates during which he intends to be on vacation. Any unused and unaccumulated paid days off will be paid annually at the Superintendent's daily rate to be paid in December of each year.

In addition, the Superintendent will be entitled to the following paid holidays: July 4, Labor Day, Thanksgiving and the day following, Christmas Eve, Christmas Day, New Year's Day, Memorial Day, and two (2) fall break days. If any of the above holidays fall

on a weekend, a weekday shall be considered the paid holiday for purposes of this provision.

The Superintendent shall be allowed five (5) school days with full pay for a death in the immediate family. For this section, the term "immediate family" shall include spouse, children, parents, siblings, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, or anyone living in the household.

8. The Superintendent shall perform his duties, regardless of whether school is in session, on any business day that is not a vacation day, holiday, personal day, or sick day.

9. The Board shall evaluate and assess in writing the performance of the Employee on or before the 3rd Tuesday 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.

10. The Board expects the Superintendent to continue his professional development and expects him to participate in relevant learning experience. The Superintendent shall attend appropriate professional meetings at the local, state and national level. The expenses of said attendance to be incurred by the corporation upon receipt of an itemized expense statement.

11. The Corporation shall provide the Superintendent with term life insurance in the amount of \$250,000.00 and long-term disability insurance. The Board will provide the Superintendent and his dependents with full health care, vision, and dental protection during the term of this contract. If the death of the Superintendent occurs during the contractual period, the Corporation will provide the above-mentioned benefits to his immediate dependents for a period of three (3) calendar years.

12. Upon request of the Superintendent, the Corporation shall withhold such amount of the Superintendent's salary as he may designate for payment into an annuity program. The Corporation will continue to make the full contribution to the Indiana Teachers Retirement Fund in the name of the Superintendent.

13. The Corporation agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the Corporation, provided the incident arose while he was acting within the scope of his employment and excluding criminal charges or litigation, and such liability coverage is within the authority of Board to provide under state law. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, action and legal proceedings.

14. If the Corporation does not notify the Superintendent in writing before the first day of January prior to the expiration of this Contract or subsequent Contract

amendments that such will not be renewed, it shall be deemed that the Corporation has renewed this Contract for one (1) year extending from the termination date.

15. This employment Contract may be terminated by:
 - a. Mutual agreement
 - b. Retirement of Superintendent.
 - c. Disability of the Superintendent.

In the event of an illness of incapacity of the Superintendent which renders him unable to perform his duties as stated herein, such disability, when declared by the Board, shall terminate this Contract. Prior to making such determination, the Board shall receive the advice of such physician or physicians as it deems necessary. In the event of termination of this Contract under the terms of this paragraph prior to the exhaustion of sick leave days available to the Superintendent, such termination shall not take effect until the sick leave days are exhausted.

The Board may, after receipt of advice from such physician or physicians as it may reasonably require, temporarily relieve the Superintendent from his duties during his illness or incapacity. Compensation shall be suspended during said period unless the Superintendent is utilizing sick leave days, for which he would receive compensation. In the event the sick leave of the Superintendent has been exhausted, the compensation of the Superintendent shall be reinstated upon his return to employment and the full assumption of his duties.

d. Either party may terminate the Contract prior to its date of expiration, on such terms and conditions as are agreed to between the parties.

16. It is further agreed by the parties that in case the Superintendent should, after opportunity for due process hearing with benefit of legal counsel, be held by said Corporation to have committed to act recognized as a basis under Indiana law for cancellation or termination of any teacher's contract, he shall be dismissed as Superintendent, and shall thereafter hold not claim for further compensation under this Agreement, subject however, to the provision of law concerning the employment and dismissal of teachers which are in force and effect. Revocation of license by the State Department of Education for any statutory reasons shall be deemed to constitute grounds for dismissal under this Contract.

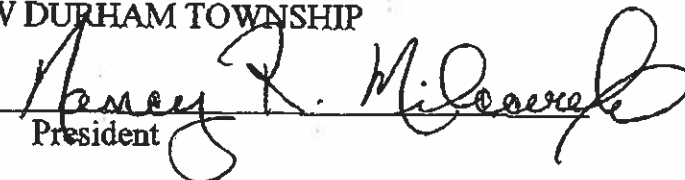
17. If during the term of this Contract it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Contract not affected by such a ruling shall remain in force.

18. The parties agree that each has had the availability and/or assistance of counsel in the process of negotiating the terms of this Contract and sufficient time to consider and understand the terms of this Contract and that this Contract therefore contains all the agreed terms of employment of the Superintendent by the Board. This Contract will not be modified except in a written document making specific reference to this

Contract and the specific provision to be modified. Modifications to this Contract shall be approved by both parties in the same manner that this Contract was approved.

Dated this 14th day of December, 2011.

METROPOLITAN SCHOOL DISTRICT OF
NEW DURHAM TOWNSHIP

By 
President

By 
Secretary


Dr. Curtiss Strietelmeier, Superintendent