

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 **DELAWARE COMMUNITY SCHOOL CORP** ("Corporation") and **GREGORY W KILE** ("Teacher"). **GREGORY W KILE** 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:

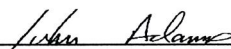
1. The Teacher shall teach in the schools of the Corporation for the school term beginning **July 01, 2023** and ending on **June 30, 2024**. Ind. Code 20-28-6-2(a) (3) (A)
2. The school term described in paragraph 1 immediately above for services under this Contract consists of **260.00** days. Ind. 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 **8.00**. 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 **\$135,000.00** during the school year. Ind. Code 20-28-6-2(a) (3) (C)
5. The Corporation shall pay this amount in **24** installments on a **Twice a Month 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 a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this **16th** day of **October, 2023**.

Teacher:



School Corporation by:

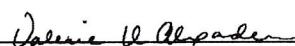


President

Attested:



Superintendent



Secretary

SUPERINTENDENT'S CONTRACT ADDENDUM

This Agreement is entered into between the Board of Trustees of the Delaware Community School Corporation ("Delcom Schools" or "School Corporation") located in Delaware County, Indiana and Greg Kile ("Superintendent"). Delcom Schools hereby employs Greg Kile, as Superintendent of Delcom Schools commencing July 1, 2024, and ending on June 30, 2027.

W I T N E S S E T H:

1. In consideration of a base salary of One Hundred Forty Five Thousand Dollars (\$145,000.00) per year, effective July 1, 2024, the Superintendent agrees to perform faithfully the duties of Superintendent of Schools. The Superintendent will serve on the School Corporation's negotiating and discussion teams, and will attend all Board meetings. The qualifications, duties and responsibilities of the Superintendent are set forth in the laws of the State of Indiana and by school policy. The annual salary shall be paid in twenty-four (24) equal installments in accordance with the policy of Delcom Schools governing payment of other professional staff members in the Schools. Beginning on July 1, 2025, the base salary will be increased to One Hundred Fifty Thousand Dollars (\$150,000.00) and on July 1, 2026, the base salary will be increased to One Hundred Fifty-five Thousand Dollars (\$155,000.00). Beginning on July 1, 2025, unless either party shall give written notice to the contrary at least thirty (30) days before July 1 of each succeeding year, the term of the contract shall be extended by one (1) calendar year each year, so that that the contract is always for a three (3) year term.

2. Notwithstanding paragraph 1 of this Agreement, this Agreement may be terminated prior to its natural expiration on the occurrence of any of the following:

(a) In the event Delcom Schools and Superintendent mutually agree in writing, this Agreement may be terminated on the terms and date stipulated therein.

(b) In the event Superintendent is convicted of a felony, then Delcom Schools may terminate this Agreement by giving written notice of such termination to Superintendent. Such termination shall be effective on the date such written notice is given or delivered to Superintendent.

(c) In the event Superintendent willfully commits a fraudulent act, or violates any local, state or federal criminal law, then Delcom Schools may terminate this Agreement by giving written notice of such termination to Superintendent. Such termination shall be effective on the date such written notice is given or delivered to Superintendent.

(d) In the event Superintendent is unable to perform his duties, with or without a reasonable accommodation, then Delcom Schools may terminate this Agreement by giving written notice of such termination to Superintendent. Such termination shall be effective on the date such written notice is given or delivered to Superintendent.

3. In addition, to the compensation set forth above, Delcom Schools shall contribute to a participating tax deferred annuity program (to which the Superintendent may also contribute), in the following sum: Twelve Thousand Dollars (\$12,000.00), to be paid in twenty-four (24) equal installments, which contribution amount may be increased in the Board's sole discretion in future contract years provided that the total annual contribution does not exceed the maximum contribution limits permitted by law. Delcom shall also be responsible to pay the three percent (3%) Indiana Teachers' Retirement benefit for the Superintendent.

4. Delcom Schools hereby retains the right to adjust the annual salary of the Superintendent during the term of his contract, said salary adjustment not to reduce the annual salary below the previous

year's 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. It is provided, however, that by so doing, it shall not be considered that Delcom Schools has entered into a new contract with the Superintendent or that the expiration date of the existing contract has been extended. The Superintendent shall be evaluated annually by Delcom Schools in accordance with its policies.

5. The Superintendent shall devote his full time, skill, labor, and attention to said employment during the term of this contract; provided, however, that the Superintendent, by agreement with Delcom Schools, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as allowed by Indiana Code.

6. In the event the Superintendent should be unable to perform any or all of his duties by reason of illness, accident, or other cause beyond his control, and said disability exists for a period of more than his accumulated sick leave during any school year, Delcom Schools may, at its discretion, and after proper notification to the Superintendent, make a proportionate deduction from the annual salary being paid at the time of his illness or incapacity.

7. It is expected that the Superintendent shall be of sufficient mental and physical health to maintain the rigors of the position of Superintendent.

8. Delcom Schools shall provide the Superintendent with reasonable expenses required in the performance of his official duties during his employment under this Contract. Delcom Schools will not provide the Superintendent a vehicle, nor will it provide mileage reimbursement based on miles driven. However, it will provide him a monthly stipend of Four Hundred Sixteen and 67/100 Dollars (\$416.67) for his vehicle expenses.

9. The Superintendent shall receive twenty (20) working days paid vacation annually, plus legal holidays (New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day and Christmas Day), plus four (4) days per year that may be used for personal, business and/or family purposes. If at the conclusion of any one (1) school year, the Superintendent is absent on account of personal business for fewer than four (4) days, a maximum of two (2) remaining personal business days will be accumulative to a total not to exceed six (6) personal business days in any given school year. Any unused personal business days above and beyond the two (2) accumulative personal business days shall be transferred and added to accumulative sick leave. If the Superintendent does not use his vacation days by the end of each year (June 30), he forfeits those days.

10. The Superintendent shall receive ten (10) sick days per year while employed by Delcom Schools. The Superintendent may use any available accumulated sick leave days for immediate family illness. "Immediate family" shall be interpreted as spouse, children, parents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, or other relatives living in the same household with the Superintendent. The Superintendent can accumulate from earned and transferred sick days up to a maximum of Two Hundred (200) sick days, including sick days already earned as an employee of Delcom, which he does not forfeit. Up to seven (7) consecutive calendar days immediately following a death in the Superintendent's immediate family shall be granted as bereavement leave. "Immediate family" shall be interpreted to include spouse, children, parents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister or other relatives living in the same household as the Superintendent. Three (3) calendar days shall be granted as bereavement leave for the death of grandparents, grandchildren, brother-in-law or sister-in-law of the Superintendent, and one (1) calendar day shall be granted as bereavement leave for the death of aunt, uncle, niece, nephew or first cousin of the Superintendent. As part of any retirement/severance benefit, if the Superintendent has accumulated five (5) full years of service as the Delcom Superintendent, the Superintendent shall receive the sum of One Hundred Dollars (\$100.00) for each full year of service as Superintendent of Delcom, plus the sum of One Hundred Dollars (\$100.00) for each year of service as an employee of Delcom other than Superintendent,

and One Hundred Dollars (\$100.00) per accumulated sick days which were earned while the Superintendent was employed in any capacity by Delcom, plus any sick days the Superintendent brought with him from school employment. At the Superintendent's option, he may elect to deposit this benefit into a Voluntary Employee's Beneficiary Association (VEBA) account, either as set up by Delcom or to a qualified VEBA in the State of Indiana, approved by Delcom, or to another qualified plan approved by Delcom.

11. Delcom Schools will provide the Superintendent with a cellular telephone.

12. The Superintendent shall be granted all other benefits provided in the master contract with teachers of the Delcom Schools (except that the benefits stated above shall not be added to the same benefit provided in the master contract; for example, the Superintendent's tax deferred annuity is stated above and he shall not receive an additional annuity benefit as set forth in the Master Contract), with the following additions: on his health insurance benefit, Delcom Schools shall make an employer contribution of zero percent (0%) of the premium cost of the single/family health plan cost. While Superintendent is insured under the single or family option, Delcom Schools shall then add to his paychecks the remaining one hundred percent (100%) of premium owed for that payroll period. Superintendent shall then use those funds to pay one hundred percent (100%) of the premium on a pre-tax basis owed during that payroll cycle. Delcom Schools shall contribute one hundred percent (100%) of the dental plan cost, vision plan cost and long-term disability plan cost. Delcom Schools shall provide term life insurance on the Superintendent's life in the amount of Five Hundred Thousand Dollars (\$500,000.00), and shall provide to the Superintendent additional short term disability coverage, at a cost not to exceed one thousand dollars (\$1,000) per year. In accordance with Delcom policies, the Superintendent shall pay \$1.00 per year for such benefit. The Superintendent agrees that Delcom Schools may, but is not required, to purchase key man Life insurance on his life with Delcom Schools as the beneficiary.

13. Upon receiving Board approval in advance, which approval shall not unreasonably be withheld, the Superintendent will be permitted to attend reasonable and appropriate professional meetings and conventions at the local and State level, the expenses of said attendance to be incurred by Delcom Schools. Delcom Schools also agrees to pay dues for membership in Professional Organizations (IAPSS, and others approved by the Board).

14. The Superintendent shall not disclose or divulge to anyone, unless authorized to do so by the Board, any information deemed confidential by the Board, which shall include all discussions and communications between Board members and the Superintendent. Violation of this provision shall be deemed a material breach of this Contract, and shall be considered cause under Indiana law, subjecting the Superintendent to employment discipline up to and including discharge from his employment.

15. 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 this provision, except for any unauthorized action, choice, decision, or omission, which serves as the basis for a criminal charge filed by the county prosecutor or federal district attorney. 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 such demands, claims, lawsuit, 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 indemnification provision shall continue after severance or termination of the employment relationship, for acts occurring during the employment relationship.

16. Nothing in this Agreement shall preclude cancellation of this Contract by mutual agreement of the parties. In the event that the Superintendent wishes to be relieved of his obligation under the terms of this Contract, the terms of such release shall be mutually agreeable to the parties, and it is mutually agreed that a period of six (6) months shall constitute due and reasonable notice of the desire of the Superintendent to be released as of any given date.

17. This Agreement is governed by the laws of the State of Indiana, and shall be subject to the provisions of any applicable state law concerning the terms and conditions of an employment contract between a public school corporation and its superintendent. If, during the term of this Agreement, any specific cause or provision thereof is determined to be illegal or in conflict with state or federal law, the illegal or conflicting provision shall be deemed void. The remainder of the Agreement shall not be affected and shall remain in full force and effect.

Dated this 18th day of December, 2023.

DELAWARE COMMUNITY SCHOOL CORPORATION

By: John Adams
President

Attest:

By: Valerie Wallach
Secretary

By: Greg Kile
Greg Kile, Superintendent