

# 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 **NEW CASTLE COMMUNITY SCHOOL CORPORATION** ("Corporation") and **MATTHEW S SHOEMAKER** ("Teacher"). **MATTHEW S SHOEMAKER** 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:

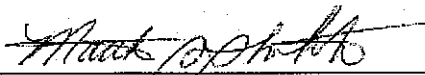
1. The Teacher shall teach in the schools of the Corporation for the school term, beginning **JULY 1, 2021** and ending on **JUNE 30, 2022**. Ind. Code 20-28-6-2(a)(3)(A)
2. The school term described in paragraph 1 immediately above for services under this Contract consists of **260.00** days. Ind. Code 20-28-6-2(a)(3)(B)
3. The number of hours per day the Teacher is expected to work under this Contract is 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 **\$159,198.00** during the school year. Ind. Code 20-28-6-2(a)(3)(C)
5. The Corporation shall pay this amount in **26.0** 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(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 13TH day of DECEMBER, 2021.

Teacher

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Attested:

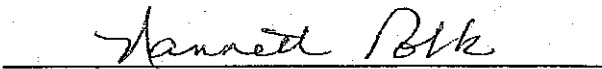


Superintendent

School Corporation by:



President



Secretary

**ADDENDUM TO TEACHER CONTRACT OF MATTHEW SHOEMAKER**  
**SUPERINTENDENT OF SCHOOLS**  
**NEW CASTLE COMMUNITY SCHOOL CORPORATION**

It is hereby agreed by and between the New Castle Community School Corporation ("Corporation") acting by and through its Board of School Trustees ("Board") and Matthew Shoemaker ("Superintendent") that this Addendum to the Teacher Contract of Matthew Shoemaker as Superintendent of New Castle Community School Corporation shall be a part of the original teacher Contract of Matthew Shoemaker as Superintendent of the New Castle Community School Corporation effective December 9, 2019.

WITNESSETH:

1. Addendum. This Addendum is executed contemporaneously with the Original Teacher Contract for Matthew Shoemaker as Superintendent-New Castle Community School Corporation and the consideration therefor, in addition to the mutual covenants and agreements contained herein shall be the consideration set forth in the teacher Contract for which this is an addendum.
2. Term. This Contract shall be deemed to commence on December 9, 2019, and shall continue in effect until June 30, 2022.
3. Automatic Extension (roll-over) of Term. Unless Board notifies Superintendent, in writing, by August 1 of any year that it does not intend to extend Superintendent's contract effective June 30 of the subsequent year, the term of this Agreement shall be extended for a period of one year effective July 1, provided however, nothing in this Contract shall be interpreted to extend its term to a date after June 30, 2027 and this Contract shall terminate on June 30, 2027, unless earlier terminated in accordance with the terms of this Contract. If Board

provides notice as required by this Paragraph, the term of this Contract shall expire on its then applicable expiration date.

4. Salary. Superintendent shall be paid an annual salary of One Hundred Thirty Five Thousand Dollars (\$135,000.00) in bi-weekly installments, subject to all applicable withholdings required by law or authorized by the Superintendent. Effective July 1, 2020, and on the first day of July of each year thereafter, Superintendent's annual salary paid pursuant to this subparagraph shall be increased by the equivalent percentage increase, if any, of the Corporation's average teacher salary as agreed upon in then applicable Collective Bargaining Agreement, provided however, that in no event shall Superintendent's be increased by an amount in excess of four percent (4%) of Superintendent's annual salary on the date of the increase. The percentage increase of an average teacher salary will be calculated by the gross dollar amount of base increase for teachers divided by the number of teachers, then divided by the average teacher salary. Any adjustment to Superintendent's salary pursuant to this paragraph shall be retroactive to the effective date of the corresponding adjustment to the teacher salary. The Board retains the right to adjust the annual salary of Superintendent during the term of the Contract. Any salary adjustment shall not reduce the annual salary below the amount set forth in this Contract. Any adjustment in salary made during the term of this Contract shall be in the form of an addendum and shall become part of this Contract. The parties agree, however, that by adjusting Superintendent's salary, the Board has not entered into a new Contract with Superintendent, nor will the Expiration Date be deemed to have been extended.

5. Evaluation Performance Board shall evaluate Superintendent's performance annually between September 1 and December 31. If Superintendent's performance is rated effective or highly effective, Superintendent shall be granted annually a three and one half percent (3.5%) increase to his base salary. The evaluation performance salary adjustment is

independent of, and in addition to, any potential salary adjustment described in section four (4) of this Addendum. Adjustments to the Superintendent's annual salary resulting from evaluation performance will take effect at the time of evaluation and shall be retroactive to July 1 of the year of the evaluation. Superintendent shall not be eligible for state funded Teacher Appreciation Grant stipends.

6. Termination Prior to Expiration Date. This Contract may be terminated prior to the then applicable expiration date upon the occurrence of the following:

- (a) with written mutual consent of Board and Superintendent; or,
- (b) for any reason permitted under Indiana law provided that all procedural requirements (if applicable) are satisfied and the Board provides the Superintendent with at least thirty (30) days written notice that it intends to cancel the Contract.

If this Contract is terminated by Board as a result of Superintendent's immorality, neglect of duty, insubordination, incompetence, or for the conviction of an offense described in Indiana Code § 20-28-5-8 (c), Superintendent shall not be entitled to receive compensation of any kind beyond the date of termination of this Contract. If Board terminates this Contract for any other reason, it shall pay Superintendent a single lump sum payment in the sum of Superintendent's then applicable annual salary, less any withholdings required by law, within sixty (60) days after Superintendent's employment with the Corporation is terminated.

7. Licensure and Duties. Superintendent shall maintain, during the term of the Contract, a valid and appropriate certificate to act as Superintendent of Schools in the State of Indiana. Superintendent hereby agrees to devote his full time, skill, labor and attention to his duties as Superintendent during the term of this Contract. Superintendent shall at all times conduct himself in a professional manner and perform his duties as required by this Contract pursuant to the laws of Indiana and the policies of the Board, as each may be modified from time

to time. Superintendent shall work two hundred sixty (260) days per year, subject to vacation days, holidays, sick leave and bereavement leave. Superintendent shall have the authority, subject to the approval of Board, to reorganize and arrange the administrative and supervisory staff in which Superintendent's professional judgment best serves the interests of the Corporation. Superintendent shall have the responsibility for administration of instruction and business affairs of the Corporation, subject to approval of the Board. Board shall refer, as promptly as possible, to Superintendent for study and recommendation, all criticism, complaints, and suggestions regarding the Corporation.

8. Health Insurance. Superintendent shall be eligible for, and personally pay for, any health insurance plan offered by the Corporation. Superintendent shall be responsible for the entire cost of any premiums, deductibles, or copays as outlined in such group medical and dental plan(s). During each year of the Superintendent's employment, the Corporation shall make a contribution to his Single or Family Health Savings Account (HSA) equal to the federal maximum allowable limit (including any make-up provisions, to which he may be eligible) into either a single or family Health Savings Account (whichever applies during that calendar year).

9. Disability Insurance Sick Days and Bereavement. Corporation shall provide and pay all costs, except for one dollar (\$1.00) annually, for long-term disability insurance for Superintendent (which coverage shall amount to sixty-six and two-thirds percent (66 2/3%) of his annual salary). Superintendent shall be granted by Board up to ninety (90) days of pay from the date of disability for the implementation of such insurance, but pay shall not exceed the period of disability and shall not become effective until after Superintendent has used all available sick days. In no event, however, shall disability pay exceed the regular salary for the pay period involved. Board shall grant bereavement days to Superintendent as provided by statute and as set forth in the then applicable Master Contract between Board and the New Castle

Education Association. Superintendent shall be entitled to ten (10) paid illness days annually. Upon retirement from Corporation, up to ninety (90) unused illness days will be reimbursed at the daily rate at the time of retirement from Corporation. In the event that Board terminates, or does not renew this Contract, or if Superintendent terminates this Contract or his relationship with Corporation and does not elect to retire at the time of termination, Superintendent shall not be compensated for any unused illness days.

10. Life Insurance. Corporation shall provide and pay all costs, except for one dollar (\$1.00) annually, for a group term life insurance policy in the amount of fifty thousand dollars (\$50,000.00) and shall provide and pay all costs, except for one dollar (\$1.00) annually, for an individual term life insurance policy with a benefit of two hundred fifty thousand dollars (\$250,000.00). Superintendent shall be designated as the owner of the individual term life policy. Upon termination of this Contract, Superintendent shall have the option to continue the individual term life policy and shall be responsible for the payment of any premium owed on the individual term life policy following the date of termination.

11. Vacation Days. Superintendent shall be entitled to receive a vacation with pay of thirty (30) working days per year. The dates selected for vacation are to be mutually agreed upon between Superintendent and Board. Unused vacation may accumulate to a total not to exceed seventy (70) days. If, at the time of retirement Superintendent has unused vacation days, he shall be compensated for the unused vacation days up to a maximum of fifty (50) days at his current daily rate of pay. In the event that Board terminates, or does not renew this Contract, or if Superintendent terminates this Contract or his relationship with Corporation and does not elect to retire at the time of termination, Superintendent shall not be compensated for any unused vacation days.

In addition, during July and December of each year, Superintendent may elect to receive compensation for any unused vacation days at Superintendent's then applicable daily rate, but not to exceed twenty (20) unused vacation days per year. Superintendent may elect to receive the related lump sum through a one-time payroll payment or directed into a 403(b) or 457(b) account. Superintendent shall elect to receive compensation for unused vacation days by providing written notice to Board setting forth the number of vacation days Superintendent has accumulated along with the number of days for which Superintendent requests compensation, with a copy to the Corporation's Director of Finance, on or before July 31 or December 31 of each year

Superintendent shall also be entitled to paid leave on the following holidays:

(a) New Year's Day, provided that if January 1 falls on a weekend, Superintendent shall determine the date the holiday will be exercised;

(b) Good Friday (if school is not in session);

(c) Independence Day, provided that if July 4 falls on a Saturday, the proceeding Friday shall be the holiday or if July 4 is on a Sunday, the following Monday shall be the holiday;

(d) Memorial Day;

(e) Labor Day;

(f) Martin Luther King Day (if school is not in session)

(g) Thanksgiving Day and the Friday following Thanksgiving Day;

(h) Christmas Eve and Christmas Day, provided however, that if either day is on a weekend, Superintendent shall elect the day(s) that will be deemed the holiday; and,

(i) New Year's Eve, provided that if December 31 is a weekend, Superintendent shall be entitled to holiday time off on another date.

12. Automobile and Cellular Telephone. Corporation shall provide Superintendent with an automobile for use required in the performance of his duties during employment and for and reasonable personal use subject to Board policy. The automobile shall be selected by Board.

Corporation shall provide Superintendent with a monthly cellular cell phone stipend of \$50 dollars per month.

13. Professional Associations. Superintendent shall, subject to the approval of the Board, attend appropriate professional meetings and activities at the local, state and national level. The reasonable and necessary expenses of attendance shall be paid by Board. Board shall pay the annual membership fee for Superintendent for IAPSS.

14. Retirement and Other Benefits. Superintendent shall be entitled to the applicable retirement benefits that are provided in the then current (in effect at the time of retirement) Master Contract between Board and the New Castle Education Association. The Superintendent's benefits shall include payment of the School Corporation and Superintendent's portion of any required teacher retirement contributions. Superintendent shall not be eligible for the VEBA contribution required under the Master Teachers Contract. Corporation shall annually contribute a sum equal to eleven percent (11%) of the Superintendent's salary into a 457(b) account and an annual sum equal to five percent (5%) of the Superintendent's salary into a 403(b) account.

Additionally, as a match to Superintendent's 403(b) contributions, Corporation shall contribute an amount equivalent to three percent (3%) of the Superintendent's annual salary into his choice of 403(b) plans offered by the corporation.



15. Indemnification. Corporation will provide Superintendent with legal counsel reasonably acceptable to Superintendent and selected and paid by the Corporation, and shall, to the fullest extent permitted by law, defend and indemnify and hold the Superintendent harmless for all claims, demands, liabilities and judgments arising out of the performance of the duties described in paragraph seven (7) of this Contract. The obligation to defend and indemnify Superintendent shall survive the termination of this Contract and shall continue after the termination of Superintendent's employment by Corporation.

16. Outside Work. Superintendent may engage in consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations unrelated to his obligations under this Contract ("Outside Work") only if such activities do not interfere with Superintendent's performance of his obligations required by this Contract. Superintendent shall utilize vacation days and other paid time off for the performance of Outside Work. Superintendent shall be responsible for all costs and expenses incurred in performing Outside Work. Superintendent shall defend, indemnify and hold harmless, the Corporation and all of its employees, agents, representatives, and each of their successors and assigns, harmless from any claim, cost, liability or demand arising from Superintendent's performance of Outside Work. Superintendent may utilize printers and copiers owned by the Corporation for reasonable incidental printing and copying, subject to the review and approval of Board.

17. Applicable Law and Construction. This Contract shall be interpreted in accordance with the laws of the State of Indiana and shall be subject to all laws of the state of Indiana, including, without limitation, rules and regulations of the Indiana Department of Education. This Contract shall be deemed to be amended to conform with all statutes in conflict herewith in effect upon the date of execution. In the event that any provision of this Contract is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining

provisions shall remain in full force and effect. This Contract has been negotiated by the parties and shall be interpreted in accordance with its terms and without construction and favor of, and against, any party.

18. Venue. Any proceeding related to, arising from, this Contract, or the obligations contemplated by this Contract may only be maintained in the Circuit Courts of Henry County, Indiana. All parties hereby submit to the exclusive jurisdiction and venue of such Courts and waive any claims that such Courts are an inconvenient forum.

19. Complete Agreement. This document contains the entire understanding of the parties related to the subject matter set forth herein. The parties agree that no promise or inducement has been offered or made except as expressly set forth herein. Each party is executing this Contract without reliance upon any statement or representation made by any other party except for those statements and representations expressly set forth in this document. This Contract supersedes all prior contracts, agreements, practices, course of dealing, negotiations and discussions by and between Corporation and Superintendent.

Dated this 9th day of December, 2019.

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SUPERINTENDENT OF SCHOOLS

BOARD

