

**SUPERINTENDENT
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT is made and entered into this 30th day of May, 2024, by and between the Southwestern Consolidated School District of Shelby County (“Southwestern Shelby”), and Jamison Wilkins (“Dr. Wilkins” or “Superintendent”).

Recitals

A. SOUTHWESTERN SHELBY desires to obtain the knowledge and experience of Dr. Wilkins as Superintendent of SOUTHWESTERN SHELBY.

B. SOUTHWESTERN SHELBY desires to secure for itself the services of Dr. Wilkins, and Dr. Wilkins desires to be employed by SOUTHWESTERN SHELBY.

C. SOUTHWESTERN SHELBY and Dr. Wilkins desire to enter into and to reduce to writing the terms of employment in accordance with IC 20-28-8-6, such terms to include, supplement, and modify, where applicable, the Regular Teacher’s Contract entered into by SOUTHWESTERN SHELBY and Dr. Wilkins, as prescribed by IC 20-28-6.

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. SOUTHWESTERN SHELBY hereby employs Dr. Wilkins as Superintendent of SOUTHWESTERN SHELBY, and Dr. Wilkins agrees to be employed as Superintendent under the terms described herein. The term of this Agreement shall begin on July 1, 2024 (“Effective Date”) and shall continue thereafter until June 30, 2027 (“Expiration Date”), or until such earlier time as the Employment Term is terminated, as provided in Section 1.02 or 1.04 of this Agreement (the “Employment Term”). Unless otherwise required by text or context, an Employment Year for purposes of this Agreement shall begin July 1 of a year and end on June 30 of the following year. Non-renewal of this Agreement at the end of the Agreement term may be effectuated in accordance with Indiana Code 20-28-7.5.

Section 1.02. Termination of Employment Agreement.

(a) Termination by Mutual Consent. The parties may terminate this Agreement on any date during the Employment Term, if SOUTHWESTERN SHELBY and Superintendent mutually consent in writing to such termination.

(b) Termination Prior to Expiration of Employment Term. SOUTHWESTERN SHELBY may terminate this Agreement prior to the Expiration Date of the Employment Term: (1) as provided in IC 20-28-8-7(2) for any grounds specified in IC 20-28-7.5-1, in which event Superintendent's tenure status as a teacher, if any, also will be terminated for the same reasons; or (2) at any time during the Employment Term provided that, in such event, SOUTHWESTERN SHELBY shall make the payment set forth in Section 1.03 to Superintendent. Such payment shall constitute Superintendent's sole and exclusive right for remedy for a termination under this subparagraph and he shall have no other or further rights or remedies for termination or breach of Agreement or otherwise, including any tenure rights he may have.

(c) Termination on Expiration Date of Employment Term. SOUTHWESTERN SHELBY may terminate this Agreement on the Expiration Date as provided in IC 20-28-8-7(3).

(d) Termination by Superintendent. Superintendent may terminate this Agreement on the Expiration Date as provided in IC 20-28-8-7(4).

(e) Death, Total Disability or Retirement. This Agreement shall terminate without action of the parties upon the occurrence of the death or the retirement of Superintendent. In the event of total disability (as defined in SOUTHWESTERN SHELBY' disability insurance policy as applicable to Superintendent), SOUTHWESTERN SHELBY may terminate this contract by written notice to Superintendent at any time after Superintendent has exhausted any accumulated sick leave and such other leave as may be available.

Section 1.03. Severance Payment. If the Board provides the Superintendent with a written notice under 1.02 (b) (2) above that it is canceling this Contract without cause and pays Superintendent an amount equal to one year's Base Amount as described in subsection III (A) of this Contract (subject to the limitation of IC 20-28-8-6).

Section 1.04. Certification. Superintendent warrants that he has a valid license or certificate evidencing his qualifications to serve as Superintendent of a public school corporation in Indiana. Failure to maintain such license or certificate would be an additional reason for termination of this Contract.

ARTICLE II

Duties and Performance Evaluation

Section 2.01. Duties. During the Employment Term, Dr. Wilkins will serve as Superintendent of SOUTHWESTERN SHELBY, and he shall have such duties as may be prescribed by law and as are assigned by SOUTHWESTERN SHELBY Board of School Trustees from time to time.

Section 2.02. Performance Evaluations. The SOUTHWESTERN SHELBY Board of School Trustees under the direction of its president shall evaluate Superintendent's performance at least once each Employment Year during the Employment Term. SOUTHWESTERN SHELBY and Superintendent shall meet in executive session for the purpose of evaluating his performance during the preceding year, including attainment of any system goals established and board-superintendent working relationships.

ARTICLE III

Annual Base Salary

As payment for all services which Superintendent shall provide pursuant to this Agreement, SOUTHWESTERN SHELBY shall pay Superintendent an annualized salary of One Hundred Twenty- Eight Thousand Dollars (\$128,000) ("Basic Salary"), which will be paid on the same payroll schedule as other SOUTHWESTERN SHELBY employees during the Employment Term. Beginning with the 2025-2026 school year, if the Superintendent is evaluated as highly effective or effective for the preceding school year, then the Superintendent will receive a salary increase equivalent to the increase provided to SOUTHWESTERN SHELBY teachers for that school year.

ARTICLE IV

Business Expenses

Section 4.01. Technology Support. SOUTHWESTERN SHELBY shall provide Superintendent with a stipend of \$100/month (annual total of \$1,200) for the primary purpose of assuring Superintendent's professional connectivity via a wireless communication device. This stipend shall be considered Additional Compensation and therefore will be reported to INPRS under Section 5.03 of this Agreement. Superintendent acknowledges and agrees that such compensation is taxable and accepts all tax liability for this Additional Compensation. SOUTHWESTERN SHELBY recognizes due to the nature of the technology it will also serve some personal uses. SOUTHWESTERN SHELBY acknowledges and authorizes such personal use to the extent it does not violate SOUTHWESTERN SHELBY's policies regarding technology usage.

Section 4.02. Travel Allowance in Lieu of Mileage Reimbursement. SOUTHWESTERN SHELBY will provide Superintendent with an annual stipend of Five Thousand Dollars (\$5,000.00) for a business travel allowance and will not otherwise reimburse Superintendent for business mileage. This stipend shall be considered Additional Compensation and therefore will be reported to INPRS under Section 5.03 of this Agreement. Superintendent acknowledges and agrees that such compensation is taxable and accepts all tax liability for this Additional Compensation.

Section 4.03. Cost of Participation in Professional Meetings and Organizations. SOUTHWESTERN SHELBY expects Superintendent, as a condition of employment, to continue his professional growth and education through participation in appropriate meetings and activities, including, but not limited to, participation in the following kinds of functions:

(a) Operations, programs and other activities conducted or sponsored by local, state and national associations of school administrators and school boards.

(b) Seminars and courses offered by public or private institutions.

(c) Meetings of the Secretary of Education, State Board of Education and other persons whose particular skills, knowledge, information or background would serve to assist and improve the capacity of Superintendent in performing his duties.

SOUTHWESTERN SHELBY agrees to authorize the reasonable amount of release time, within the limitations of the SOUTHWESTERN SHELBY budget and appropriations for that purpose, for the purpose of permitting Superintendent to attend meetings and activities of the kind described in paragraphs (a), (b) and (c). In recognition of the importance of Superintendent attending such meetings and participating in such activities, SOUTHWESTERN SHELBY agrees to annually budget a reasonable amount to pay for such expenses of dues, lodging, and subsistence in connection with the participation and attendance at pre-approved meetings, functions and organizations as described in paragraphs (a), (b) and (c). All such budget amounts are not intended as salary, but as reimbursement for professional business expenses incurred by the superintendent as pre-approved by the Board.

ARTICLE V

Employee Benefits

Section 5.01. Insurance. Superintendent shall be entitled to the following insurance benefits:

- (a) Health/medical insurance will be offered to Superintendent under the same terms as offered to other SOUTHWESTERN SHELBY administrators.
- (b) Dental insurance will be offered to Superintendent under the same terms as offered to other SOUTHWESTERN SHELBY administrators.
- (c) Life insurance with coverage of \$200,000 will be offered to Superintendent and, if elected by the Superintendent, the Board will make premium contributions on the Superintendent's behalf up to an annual maximum of \$132.
- (d) Long-term disability insurance will be offered to the Superintendent on the same terms as offered to other SOUTHWESTERN SHELBY administrators.

Section 5.02 Work Days, Holidays, and Leaves. The Employment Year shall be made up of 260 work days, including the below-listed holidays and leaves:

(a) Holidays – Twelve (12) paid holidays, which have been calculated into the Basic Salary amount, shall be granted annually. These days shall be the twelve (12) paid holidays identified by the Board annually to be provided to other 260-day employees.

(b) Vacation Leave – Twenty (20) days of vacation shall be provided for each Employment Year, and may accumulate up to a total of thirty (30) days of vacation leave. Any additional unused leave shall expire at the end of the Employment Year and shall not be paid out at the end of the Employment Year, and no vacation leave shall be paid out upon separation from employment.

(c) Sick Leave – Twelve (12) days of sick leave shall be provided for each Employment Year. SOUTHWESTERN SHELBY will permit Superintendent to transfer up to 170 sick leave days at time of initial employment. Sick leave days may be used for Superintendent's personal illness or injury or that of immediate family members, defined as spouse, child, parent, or person living in the home as part of the Superintendent's family. In addition to any documentation required under SOUTHWESTERN SHELBY FMLA policy/procedures, Superintendent shall be required to provide documentation from a licensed health care provider for any continuous sick leave exceeding twenty (20) leave days. Superintendent will receive no payment for unused sick days annually or at separation, regardless of whether those days were transferred or were granted on an annual basis. Sick leave shall be annually cumulative and accumulation limited to a total balance of 185 days.

Section 5.03 Teachers Retirement Fund (TRF). SOUTHWESTERN SHELBY shall pay both the employee's (3%) and employer's (6.5%) portions of the statutorily-required contributions to the Teachers Retirement Fund, which totals 9.5% of the Superintendent's Basic Salary and Additional Compensation.

Section 5.04 Retirement. Superintendent is eligible to participate in SOUTHWESTERN SHELBY's retirement plans. SOUTHWESTERN SHELBY shall make an annual contributions

to the Corporation's 403(b) plan on Superintendent's behalf, in an amount equivalent to 5% of the Annual Base Salary established in Article III of this Contract.

Section 5.05 Payroll Taxes and Workers Compensation. SOUTHWESTERN SHELBY shall pay the employer's share of all statutorily-required employment taxes, including OASDI and Medicare. Superintendent shall pay the employee's share of statutorily-required employment taxes. SOUTHWESTERN SHELBY shall provide workers compensation coverage for Superintendent as SOUTHWESTERN SHELBY is required by law to provide to all employees.

Section 5.06 Vesting and Regulatory Issues. It is agreed that the vesting schedules in effect with the carriers for the plans listed above, and as may be amended by from time to time, as well as all applicable state or federal laws, rules, or regulations, shall apply to the funds deposited in the retirement accounts referenced above and shall govern the withdrawal and use of these funds by Superintendent.

Section 5.07 Investment Risks. It is understood and agreed by the parties that investments made at the Superintendent's directions of the accounts and funds listed above are subject to investment risks of the financial marketplace, including the risk of loss of principal sums invested, and that all such risks are and shall be borne exclusively by Superintendent.

ARTICLE VI

Professional Liability

SOUTHWESTERN SHELBY shall defend, hold harmless and indemnify Superintendent 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 SOUTHWESTERN SHELBY, in connection with any matter arising while he was acting within the scope of his employment, as provided by IC 20-26-5-4(17) or a successor statute.

ARTICLE VII

Amendment

This Agreement and the Regular Teacher's Contract entered into between SOUTHWESTERN SHELBY and Superintendent 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 SOUTHWESTERN SHELBY and Superintendent. This Agreement supersedes all prior agreements between the parties.

ARTICLE VIII

Regular Teacher's Contract

In accordance with Indiana Law, SOUTHWESTERN SHELBY and Superintendent hereby incorporate by reference in this Agreement all of the provisions of the "Regular Teacher's Contract," as executed by SOUTHWESTERN SHELBY and Superintendent on the official form prescribed by the State Department of Education, for each applicable school year, setting forth the salary and schedule of installment payments for Superintendent 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 this 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 provision 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 XI

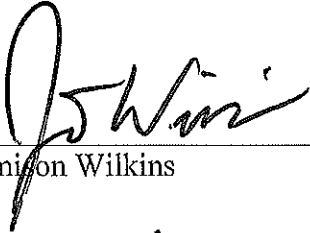
Miscellaneous

The terms of this Agreement shall be construed and regulated by the laws of the State of Indiana. The breach of any provision hereunder shall constitute a breach of the entire Agreement. However, the waiver by any of the parties hereto of a breach by any of the parties hereto shall not be a waiver by the non-breaching party of any subsequent breach of the breaching party. Moreover, the parties agree that each and every paragraph, sentence, term, and provision of this Agreement shall be considered severable and that, in the event a court finds any paragraph, sentence, term, or provision to be invalid or unenforceable, the validity, enforceability, operation, or effect of the remaining paragraphs, sentences, terms or provisions shall not be affected, and this Agreement shall be construed in all respects as if the invalid or unenforceable matter had been omitted.

[SIGNATURES TO FOLLOW]

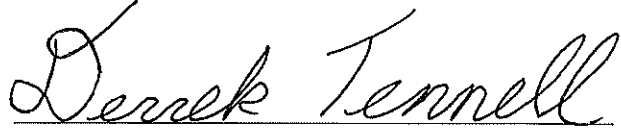
IN WITNESS WHEREOF, SOUTHWESTERN SHELBY and Superintendent have executed or caused to be executed this Agreement on the day and year first above written.

By



Jamison Wilkins

By

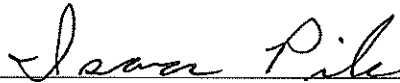


BOARD PRESIDENT

Dated

5/30/24

By



BOARD VICE-PRESIDENT

By



BOARD SECRETARY