

In accordance with IC 5-3-1, Public Notice is hereby given that the Duneland School Board will hold a public meeting on Thursday, April 4, 2013 at 6:00 pm at the Administration Center, 601 W. Morgan Ave., Chesterton, IN on the proposed contract of Dr. David Pruis as Superintendent of Schools for Duneland School Corporation effective July 1, 2013.

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 Duneland School Corporation ("Corporation") and David L. Pruis ("Teacher"). David L. Pruis 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, 2013, and ending on June 30, 2016. 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 days. Ind. Code 20-28-6-2(a)(3)(B)

3. Unless governed by an existing collective bargaining agreement, or as discussed pursuant to Ind. Code 20-29-6-7, 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 \$ 145,000.00 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(e) 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 day of , 20__.

Teacher: _____ School Corporation by:

Attested:

Superintendent's Addendum to
Regular Teacher's Contract

This Addendum made and entered into this ____ day of _____, 2013, by and between the Duneland School Corporation, by its Board of School Trustees ("Corporation") and David L. Pruis ("Superintendent") replaces any previous addendum for the superintendent and supercedes any Regular Teachers Contract language contrary to the provisions and language contained in this addendum.

The Corporation and the Superintendent hereby mutually agree to the following terms which shall supplement the terms set forth in the Regular Teacher's Contract executed on the ____ day of _____, 2013 by the Corporation and the Superintendent.

1. For the period July 1, 2013 through June 30, 2016, the Corporation shall pay Superintendent an annual contract base salary of \$145,000.00. In addition to the annual base salary and deferred compensation provided to other administrators, the Corporation shall contribute and pay annually an amount not less than nine thousand dollars (\$9,000.00) to the Superintendent's 401(a) Plan account. The Corporation shall also contribute and pay annually an amount not less than four thousand eight hundred dollars (\$4,800.00) to the Superintendent's VEBA account.

2. In light of the unique nature of the professional duties of the Superintendent of Schools, the Corporation shall pay the Superintendent \$750.00 per month as compensation, including business use, for an automobile. The automobile shall be owned, maintained and insured by the Superintendent at his expense.

3. In light of the unique nature of the professional duties of the Superintendent of Schools, the Corporation shall provide the Superintendent with communication and technology equip-

gent with communication and technology equipment (e.g. cell phone, iPad, laptop computer, etc.) that is needed in the performance of his duties.

4. The Superintendent shall be entitled to all of the fringe benefits contained in the Duneland School Corporation Administrators and Directors Contract Addendum adopted most recently by the Board of School Trustees in 2012 and the same is incorporated into this contract addendum in its entirety by this reference.

5. The Corporation shall pay the insurance premiums for up to two hundred fifty thousand dollars (\$250,000.00) of term life insurance for the Superintendent.

6. The Corporation shall annually provide and pay eighty percent (80%) of the premium for the corporation sponsored group health insurance plan as selected by the Superintendent. The balance of the premium shall be paid by the Superintendent.

7. The Corporation shall annually provide and pay for, except for the sum of \$1.00 which shall be paid by the Superintendent, a policy of long-term disability.

8. The premium payments for all insurance programs shall be made through the salary reduction agreement under Section 125. The Corporation shall pay any administrative fees.

9. The Corporation will provide the Superintendent twenty (20) paid vacation days each school year (July 1 - June 30). If any vacation days remain on June 30 of each year, the Superintendent may carry up to ten (10) vacation days forward for one additional year or receive payment for such days to his 401(a) account at his then per diem rate. All vacation days that are carried forward for one additional year and that are not used shall be forfeited.

10. Upon retirement, the Superintendent shall receive payment to his VEBA account at the rate of .002 of his annual base salary for all unused and accumulated sick leave days and flexible/personal leave days. Any unused and accumulated vacation days remaining at the time employment ends with the Corporation shall be paid to the Superintendent's 401(a) account at his per diem rate in effect on the last day of employment. Payment for retirement benefits will be made within thirty (30) days following separation of employment.

11. The Corporation agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, causes of actions and legal proceedings brought against Superintendent in his individual capacity or in his official capacity as an agent and employee of the Corporation, provided the incident arose while Superintendent was acting within the scope of his employment. This hold harmless indemnification provision shall continue after severance or termination of the employment relationship. In no case shall any individual Board member be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, causes of actions and legal proceedings. The above indemnification shall not apply to any activity of the Superintendent that is found to be wanton and willful misconduct on the part of the Superintendent.

12. The Superintendent's employment contract may be terminated as provided by Indiana Statute.

13. The parties also agree that the Board may, without cause, at its option, and by a minimum of ninety (90) days notice to Superintendent, unilaterally, or with the concurrence of the Superintendent, terminate this contract. In the event of such termination, the School Corporation shall pay to Superintendent, as severance pay, the sum of one year's salary. If, for any reason, the remaining term of the Superintendent's contract is less than one year, the Board shall pay as severance pay an amount equal to the balance of the salary owed under the remaining term of the contract.

14. If, during the term of this contract, it is determined by a court of law that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

IN WITNESS WHEREOF, the Duneland School Corporation has caused this Employment Con-

Corporation has caused this Employment Contract consisting of the Regular Teachers Contract and this Addendum to be approved on its behalf, and the Superintendent has approved this Employment Contract effective on the day and year specified in Paragraph 1 above.

BOARD OF TRUSTEES OF THE
SUPERINTENDENT
DUNELAND SCHOOL CORPORATION
(March 25, 2013)