

REGULAR TEACHER CONTRACT

Prescribed pursuant to IC 20-28-6-3 as the regular and uniform contract for the employment of teachers pursuant to IC 20-28-6-4(b)

This Regular Teacher Contract (“Contract”) is by and between the governing body of the Drexel Foundation for Educational Excellence, Inc. d/b/a Thea Bowman Leadership Academy School (“Corporation”) and [REDACTED] (“Teacher”). [REDACTED] is a teacher as defined in IC 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, 2024 and ending on June 30, 2025. IC 20-28-6-2(a)(3)(A).
2. The school term described in Paragraph 1 immediately above for services under this Contract consists of 240 days. IC 20-28-6-2(a)(3)(B).
3. The number of hours per day the Teacher is expected to work under this Contract is 8.0 hours. IC 20-28-6-2(a)(3)(E).
4. The Corporation shall pay the Teacher for services under this Contract, and the accompanying Contract Addendum, the total base annual salary of \$144,000.00. IC 20-28-6-2(a)(3)(C). Should the Teacher/Superintendent cease to serve as the Corporation’s Superintendent during the term of this Contract, his compensation will be adjusted to the appropriate level, depending upon the position that he fills (i.e., teacher, principal, or administrator).
5. The Corporation shall pay this amount in 24 equal installments on a bi-weekly basis. IC 20-28-6-2(a)(3)(D); IC 20-28-6-5(1).
6. This Contract may be cancelled during its term for any of the grounds set forth in IC 20-28-7.5-1(e) pursuant to the procedures set forth in IC 20-28-7.5-2 and IC 20-28-7.5-3.
7. This Contract is a public record pursuant to IC 20-28-6-2(d) and IC 5-14-3.
8. This Contract, and the terms contained herein, do not extend beyond this one-year agreement.

Agreed this ___ day of June, 2024.

TEACHER

SCHOOL CORPORATION

Eve Gomez, President

Helen Hill, Secretary

Attested:

Jason Beres, Vice President

**Addendum to Regular Teacher’s Contract: Superintendent’s Contract of
Employment**

This Addendum made and entered into this ____ day of June, 2024, by and between the Drexel Foundation for Educational Excellence, Inc. d/b/a Thea Bowman Leadership Academy School (“Corporation”) and [REDACTED] (“Superintendent”) replaces any previous addendum and supersedes any Regular Teacher’s 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 June, 2024, by the Corporation and the Superintendent.

1. The term of this Contract is for the period beginning on July 1, 2024 through June 30, 2025 or, earlier if terminated pursuant to Paragraph 15 or 16 of this Contract Addendum. Further, this Contract, and the terms contained herein, do not extend beyond this one-year agreement.
2. The Corporation shall pay the Superintendent an annual base salary of \$144,000.00.
3. In addition to the annual base salary, the Superintendent can earn a performance bonus of \$5,000.00 annually for each of the two (2) criteria listed below:
 - a. The school improves an entire letter grade under Indiana’s A through F grading system;
 - b. The school realizes an annual percentage increase in growth (*to be determined by Superintendent and Corporation within 30 days of the execution of this Agreement*);

As a precondition to his eligibility for bonus compensation, the Superintendent must achieve the following goals:

- (i) Build a solid internal infrastructure of systems, policies, internal controls, compliance and reporting;
- (ii) Identify staffing needs and hire at the appropriate skill levels;
- (iii) Advance programs that increase reading and math scores;
- (iv) Maintain the budgeted number of students enrolled at the school as of the date of contract execution;
- (v) Extend dual credit opportunities for students; and
- (vi) Secure sponsorships and/or grants to expand STEM programs.

The total amount paid by the Corporation to the Superintendent in performance bonuses shall not exceed \$10,000.00 annually, and the total annual compensation shall not exceed \$154,000.00.

4. In light of the unique nature of the professional duties of the Superintendent of Schools, the Corporation shall pay the Superintendent \$500.00 per month as compensation for his business use of an automobile. The compensation for his business use of an automobile shall be paid on a monthly basis. The automobile shall be owned,

- maintained and insured for business use by the Superintendent at his expense. For periods less than one (1) month, the amounts in section five (5) shall be prorated.
5. The Corporation shall pay the insurance premiums for One Hundred Twenty-Five Thousand Dollars (\$125,000.00) of term life insurance for the Superintendent.
 6. The Superintendent shall receive the same amount of annual vacation leave afforded to all executive level administrative staff. Said vacation time is exclusive of all legal holidays recognized by the Corporation.
 7. The Superintendent shall receive the same amount of annual sick leave afforded to all executive level administrative staff and may sell back any unused days in a manner consistent with the terms contained in the Corporation's Administrative Handbook adopted by the Board of School Trustees and the same is incorporated into this Contract Addendum, in its entirety, by this reference.
 8. In light of the unique nature of the professional duties of the Superintendent of Schools, the Corporation shall, at its expense, provide for the Superintendent a complete annual medical examination.
 9. The Superintendent may be afforded a reasonable amount of professional development opportunities and memberships in appropriate professional organizations/associations, at the Corporation's expense and subject to the budgeted line item and approval by the Board of Trustees. Those professional organizations/associations may include, but are not limited to:
 - a. Project Management Professional (PMP)
 - b. Society for Human Resource Management (SHRM)
 - c. Lean Six Sigma Green Belt (LSSGB)
 - d. Everything DISC
 - e. Patrick Lencioni Behavioral and Personality Profile
 10. Unless provided otherwise herein, the Superintendent shall be entitled to all of the fringe benefits contained in the Corporation's Administrative Handbook adopted by the Board of School Trustees and the same is incorporated into this Contract Addendum, in its entirety, by this reference.
 11. The Superintendent agrees that at all times while he is employed pursuant to this Contract and its Addendum, he will fully meet the minimum qualifications for the position of Superintendent and will maintain a Superintendent license from the State of Indiana.
 12. The Corporation agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity or in his official capacity as agent and employee of the Corporation, provided the incident arose while Superintendent was acting within the scope of his employment except that, in no case, will individual Board members be considered personally liable for indemnifying

Superintendent against such demands, claims, suits, actions and legal proceedings. The above indemnification shall not apply to any activity of the Superintendent that is found to be wanton and/or willful misconduct or illegal on the part of the Superintendent.

13. The Superintendent's employment contract may be terminated on the following dates and under the following conditions:
 - (a) On any date if the Board of School Trustees and the Superintendent mutually consent;
 - (b) Before the expiration date set forth in the Contract, if the Board of School Trustees terminates the contract:
 - (i) For cause under a statute that sets forth causes for dismissal of teachers, if the Superintendent is licensed under IC 20-28-5; or
 - (ii) For immorality, misconduct in office, incompetency, willful neglect of duty or if the Superintendent is not licensed under IC 20-28-5.
 - (c) On the expiration date set forth in the contract.
14. The parties also agree that this Contract may be terminated at any time by either Superintendent or the Board, with or without cause, by giving written notice of termination to the other party at least thirty (30) calendar days prior to the termination date. Notice of Termination shall be delivered to the Board of School Trustees at 3401 W. 5th Avenue, Gary, IN 46406, or at such other address at which the Administration Building is located at the time of the notice. Notice to the Superintendent shall be delivered to [REDACTED].
15. Consistent with I.C. 20-28-11.5, within ninety (90) days of the execution of this Contract, the Corporation will establish written goals and annual evaluation criteria. The Superintendent will be evaluated not less than one (1) time per year. Evaluations can be more frequent, but must be consistent with the written criteria established within 90 days of Contract execution.
16. If, during the terms 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 Corporation has caused this employment contract consisting of the Regular Teachers Contract and its Addendum to be approved on its behalf of a duly authorized officer, and the Superintendent has approved this employment contract effective on the day and year specified in Paragraph 1 above.

Date: June _____, 2024

SUPERINTENDENT

SCHOOL CORPORATION

Eve Gomez, President

Jason Beres, Vice President

Helen Hill, Secretary

Michelle Dickerson, Treasurer

Cedric Steele, Member