

ADDITIONAL TERMS OF CONTRACT WITH PAUL KETCHAM

These additional terms of contract with Paul Ketcham are an addendum to, and are incorporated in, the Regular Teacher's Contract between the Batesville Community School Corporation ("Batesville") and Paul Ketcham ("Superintendent"). Together, these terms are herein referred to as "the Contract".

WHEREAS, Batesville desires to employ qualified and capable administrators;
and

WHEREAS, Batesville has determined that Superintendent is a qualified and capable administrator who will be a suitable superintendent of school;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Batesville and Superintendent agree as follows:

1. Batesville employs Superintendent, and Superintendent agrees to serve Batesville, as superintendent of Batesville.
2. The Contract term shall be from July 1, 2020 through June 30, 2023. This Contract shall be automatically extended one school year effective on July 1 of each year starting on July 1, 2017 unless a party gives the other party written notice on or before June 1 of that year that the party does not agree to the automatic extension of this Contract. The intent of this provision is to create a continuous three-year contract unless one party provides timely written notice pursuant to this paragraph.
3. Superintendent represents and warrants that he holds a valid Indiana Superintendent's license. Superintendent shall maintain said license in good standing throughout the term of this Contract. Should said license be revoked or become invalid, this Contract shall automatically be terminated without further notice or hearing.
4. Superintendent shall serve as the chief administrator of Batesville. Superintendent shall operate and manage Batesville in accordance with the policies of the Board and all applicable federal, state and local laws and ordinances. Superintendent shall perform his duties in a competent and professional manner.
5. Superintendent or his designee, acceptable to the Board, shall attend all meetings of the Board.
6. The duties of the Superintendent shall include, but not be limited to, (a) supervising all employees of Batesville; (b) making recommendations to the Board as to the selection, assignment, transfer, promotion, discipline, retention, reduction in force, non-renewal, or termination of all personnel of Batesville, subject to final approval of the Board; (c) insuring compliance with all federal and state laws and regulations concerning education and Board policy; (d) performing all duties normally assigned to the superintendent of a public school system; and (e) performing all other duties reasonably assigned to Superintendent by the Board.

7. Batesville shall pay to Superintendent an annual base salary as follows:

- a. One hundred forty-two thousand and eight-hundred dollars (\$142,800) annually for the period from July 1, 2020 through June 30, 2023.

The base salary shall be payable in the same manner as salaries are paid to other Batesville administrators.

8. The Board shall conduct an annual evaluation of Superintendent, not later than May 31 of each school year. The Board may, but is not required to, conduct an evaluation of Superintendent at an earlier time.

9. Based upon the annual evaluation of Superintendent and upon Batesville's fiscal health, Superintendent's annual base salary may be adjusted as of July 1 for each year of employment by mutual consent of the parties. Absent such mutual consent, the base salary shall remain as set forth above.

10. Superintendent shall participate in the Indiana State Teachers Retirement Fund, and Batesville shall make all contributions thereto, on behalf of Superintendent.

11. Batesville shall provide Superintendent with twenty (20) days of paid vacation annually. Batesville shall provide Superintendent with term life insurance in the amount of 2.5 times his annual base salary. Additionally, Superintendent shall receive all employment benefits that Batesville provides to all of its administrators under the Batesville Community School Corporation Administration Compensation and Benefit Package.

12. Superintendent's health insurance shall be paid in accordance with Internal Revenue Code Section 125. Batesville shall pay to Superintendent an amount equal to the cost of Superintendent's health insurance premiums, less applicable withholdings. Superintendent will then pay the full premium through the Section 125 benefit.

13. Batesville shall match Superintendent's contribution up to a maximum contribution of 2.5% of Superintendent's annual base salary to be placed in a 401(a) plan.

14. Superintendent shall be allowed to transfer twenty-five percent (25%) of his accumulated sick days from his prior employment to Batesville on January 1, 2017. If Superintendent is still employed by Batesville on the dates listed below, he shall be permitted to transfer an additional twenty-five percent (25%) of his accumulated sick days from his prior employment to Batesville on said dates:

- a. July 1, 2017 (25%);
- b. July 1, 2018 (25%);
- c. July 1, 2019 (25%).

15. Superintendent shall be solely responsible for the payment of his own federal, state and local taxes on Superintendent's income and on any taxable portion of any employment benefits.

16. This Contract terminates on the dates and under the conditions set forth in I.C. 20-28-8-7.

17. Superintendent represents and warrants that he suffers from no physical or mental infirmities that would materially impair Superintendent's ability to perform his duties hereunder. Batesville shall require Superintendent, on an annual basis, to undergo a comprehensive physical examination by a licensed physician of Superintendent's choosing. The results thereof shall be made available, on a strictly confidential basis, to the President of Batesville's Board of Trustees. These results shall be exempt from disclosure as a public record pursuant to the exceptions for a personnel record pursuant to I.C. 5-14-3-4(b)(8). Batesville shall pay the uninsured cost of the examination.

18. The laws of the State of Indiana govern this Contract.


19. Batesville shall indemnify and hold Superintendent harmless from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual or official capacity as an agent of Batesville. Superintendent shall, however, have no right to reimbursement in relation to matters outside the scope of Superintendent's employment or as to which Superintendent has been adjudged liable to Batesville for negligence or misconduct in the performance of his duties.

20. Invalidity of any portion of this Contract under the laws of the State of Indiana or the United States of America shall not affect the validity of the remainder of this Contract.

21. This Contract may be amended by mutual agreement of the parties, in writing and executed with the same formality as the execution of this Contract. This Contract, together with the regular teacher's contract, constitutes the entire contract between the parties and supersedes all prior agreements.

IN WITNESS WHEREOF, the parties have executed this contract this 20th day of July, 2020.


SUPERINTENDENT

 7-20-2020

Paul Ketcham

BATESVILLE COMMUNITY
SCHOOL CORPORATION


By: President, Board of School Trustees


By: Secretary, Board of School Trustees