# Contract of Employment

By mutual consent of the parties in the manner permitted by I.C. 20-28-8-6, this Agreement (hereafter "Contract") supplements and, where indicated, supplants the terms of the regular teacher contract for the employment of Dr. Stacey Schmidt as Superintendent by the Board of School Trustees of the Porter Township School Corporation.

1. **Parties to Contract and Definition of Terms**. The parties to this Contract are:

   a. "Superintendent," meaning Dr. Stacey Schmidt; and
   b. "Board," meaning the governing body of the Porter Township School Corporation.
   c. "School year" as used in this Contract means a twelve (12) month period beginning on July 1 of one calendar year and concluding on June 30 of the following calendar year; and
   d. "School Corporation" as used in this Contract means the Porter Township School Corporation.

2. **Employment of the Superintendent and Term of Employment**. The Board employs the Superintendent and the Superintendent agrees to be employed by the Board in the position of Superintendent, which is the chief executive officer of the School Corporation, beginning on July 1, 2026 and concluding on June 30, 2029, subject to the terms of this Contract.

The parties agree that on each June 30 this Contract shall automatically be extended for an additional year effective that next day (i.e., on July 1) unless a party gives the other written notice on or before the preceding January 1 that the party does not agree to the automatic extension of this Contract. The parties agree that the operation of this Paragraph shall result in a continuous three (3) year contract unless one party provides timely written notice to the other pursuant to this Paragraph or the Contract is cancelled pursuant to Paragraph 6 of the Contract, but in no event shall the term of this Contract extend beyond June 30, 2034. All provisions other than the length of the Contract shall remain the same upon extension by operation of this Paragraph 2 unless the parties specifically agree in writing to the modification of a term of the Contract.

The parties agree that the Superintendent shall provide services on two hundred sixty (260) working days during each school year, scheduled and worked in accordance with a written schedule of working days established by the Superintendent so as to insure the full and competent performance of the duties established in Paragraph 3 of this Contract. The Superintendent's two hundred sixty (260) scheduled working days shall include vacation days, sick leave days, School Corporation holidays and any other leave granted pursuant to this Contract and Board Policy.

**3. Duties of Superintendent and Evaluation.** The Superintendent and the Board agree that policy making is the responsibility of the Board and that the operation and management of the School Corporation are the responsibility of the Superintendent. The parties further agree that this division of responsibilities is consistent with and shall continue to be implemented consistent with the Indiana School Boards Association Code of Ethics for School Board Members, which is incorporated into this Contract as a material term. The parties agree that the position of Superintendent is a unique position in the School Corporation and the Superintendent shall not be required to perform duties under the supervision of another School Corporation employee or perform duties other than those outlined in the job description. The Superintendent shall not be transferred, reassigned, or assigned additional duties by the Board without her written consent.

The Board agrees to formally review the Superintendent's performance once each school year and to present the results of the review to the Superintendent in writing. The Superintendent agrees that at all times while employed pursuant to this Contract she will fully meet the minimum qualifications for the position of superintendent which include maintaining a superintendent license from the State of Indiana.

**4. Compensation and Benefits.** As consideration for the performance of the duties of the position of superintendent and meeting the qualifications established in this Contract, the Board agrees that the Superintendent shall receive the following:

a. **Base Salary.** The Superintendent shall be paid an initial annual base salary in the amount of One Hundred Thirty - Eight Thousand One Hudnred Twenty Four Dollars ($138,124), which shall be paid in twenty-four (24) equal installments on the normal payroll dates of the School Corporation. Effective each July 1, provided the Superintendent's evaluation rating is "effective" or "highly effective", the annual base salary paid pursuant to this Paragraph 4(a) shall be increased by the same percentage increase or the equivalent to such percentage as applied to the Superintendent's salary, using the same factors applied to the salary increase for the School Corporation's eligible teachers, if any, as the result of collective bargaining for the contract year. Increases in base salary by operation of this Paragraph 4(a) shall be approved by the Board retroactive to the beginning of the contract year for which the increase is applicable (including the year beginning July 1, 2027), shall constitute an amendment to this Contract and shall become a part hereof, but shall not be considered a new agreement or an extension of the Contract.

b. **Paid Leave.**

i. Sick Leave. Each school year the Superintendent shall be credited with ten (10) paid days for personal illness or illness of a member of the Superintendent's family. If unused, sick leave days shall accumulate from year to year to a maximum of two hundred (200) days.

ii. Personal Days. Each school year the Superintendent shall be credited with three (4) paid personal days. Unused personal days will be converted to accumulated sick days.

iii. Vacation Leave. Each school year the Superintendent shall be credited with twenty (20) paid vacation days. The Superintendent may carry over unused vacation days but is limited to use of no more than thirty (30) vacation days per school year. School holidays and school break periods identified in the 180-day district calendar period, plus holidays outside of the school calendar and as identified by the School Corporation as administrative holiday days are not required working days for the Superintendent and are not counted toward the vacation day allocation.

iv. Bereavement Leave. Bereavement leave extending for not more than five (5) working days shall be allowed after the death of the Superintendent's spouse, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandparent of spouse, or a person living in the same home as part of the family. In the case of death of a cousin or close friend, bereavement leave of one (1) working day shall be granted. Bereavement leave for any other relationship must be approved by the Board.

v. Other Leaves. The Superintendent shall be entitled to paid or unpaid leave in any other circumstance in which paid or unpaid leave is required by state or federal law or permitted by the Board's policy then in force for paid leave for its administrative employees.

c. **Insurance Benefits.**

i. Medical/Dental/Vision. The Board shall provide the Superintendent and her eligible dependents group health, dental, and vision coverage offered by the Board to its administrative employees. The School Corporation shall pay the entire premium, except $1.00 payable by the Superintendent, for such coverage (single or family tiers). In the event this Contract is terminated without cause under Paragraph 6(b)(ii) or expires, the Board agrees to continue to pay for such coverage (at the then current tier) until the Superintendent is employed in a position that offers the same or similar health insurance benefits or becomes Medicare eligible, but in no event longer than a period of five (5) years.

ii. Short Term Disability. The Board shall provide the Superintendent with short-term disability coverage. The School Corporation shall pay the entire premium.

iii. Long Term Disability. The Board shall provide the Superintendent with long-term disability insurance coverage with a benefit amount of no less than two-thirds of the then current base salary to age sixty-five (65). The School Corporation shall pay the entire premium.

iv. Life Insurance Benefits. The Board shall provide the Superintendent with a life insurance policy in the amount of two (2) times the then current base salary. The School Corporation shall pay the entire premium.

**d. Retirement Benefits.**

i. ISTRF. The School Corporation shall pay the employer contribution to the Indiana State Teachers' Retirement Fund (ISTRF). All payments to the Superintendent coming within the definition of "annual compensation" as defined in I.C. 5-10.2-4-3(d), as amended from time to time, shall be included in the Superintendent's compensation reported to the Indiana State Teachers' Retirement Fund.

ii. 401(a) Contribution. The School Corporation shall make an annual contribution on behalf of the Superintendent into VALIC 401(a) plan in an amount equal to thirteen percent (13%) of the Superintendent's then current annual base salary. Such contributions shall become 100% vested upon deposit.

iii. Post-Retirement Health Insurance. At her sole expense, upon retirement as superintendent from the School Corporation, the Superintendent is eligible to remain on the School Corporation's then current health insurance plan (at the same coverage tier or below that as of the date of retirement) until eligible for Medicare or for like-coverage from a subsequent employer.

**e. Vehicle Allowance.** The Superintendent shall use her personal vehicle for performance of her duties hereunder and, except as provided herein, shall be responsible at her expense to maintain and insure the vehicle. To compensate the Superintendent for business use and necessary maintenance and repair of her personal vehicle during each school year of this Contract, the Board shall provide the Superintendent with a vehicle allowance in the amount of Four Thousand Eight Hundred Dollars ($4,800), payable in equal installments on the normal payroll dates of the School Corporation. The Board shall reimburse the Superintendent for mileage based on the current IRS rate for business related travel outside the boundaries of the School Corporation. The Superintendent shall provide documentation regarding use of the vehicle consistent with IRS standards and Board protocols.

**f. Technology Stipend.** The Board will provide the Superintendent with technology equipment (e.g., computers, laptops, peripheral devices) consistent with that provided to School Corporation administrators. To compensate for technology costs (additional equipment and service) for remote access for work performed by the Superintendent outside of the office, the Board shall provide the Superintendent with a technology stipend in an amount no less than One Thousand Nine Hundred Eighty Dollars ($1,980.00) per school year.

g. **Business and Professional Activities.** The Board expects the Superintendent as a condition of employment to continue professional growth and education through participation in appropriate meetings and professional organizations. The Board agrees to pay all reasonable expenses related to the Superintendent's attendance and participation in these organizations and/or conferences, seminars, and meetings, including registration fees, travel, and food.

**h. Benefits Provided to All Administrators** The Superintendent shall be entitled to receive the benefits established by the Board for all administrative employees of the Board. To the extent that benefits for other administrative employees duplicate a benefit provided pursuant to this Contract, the benefit provided by this Contract shall be the benefit provided to the Superintendent.

**5. Regular Teacher's Contract.** In accordance with applicable Indiana authority, the School Corporation and Superintendent hereby incorporate by reference all the provisions of the Regular Teacher's Contract, as executed by Superintendent and School Corporation on the official form prescribed by the State Superintendent of Public Instruction, for each applicable contract year, setting forth the base salary and schedule of installment payments for the Superintendent for that contract year, except those provisions which are not applicable to persons employed as Superintendent of a school corporation and except as modified in this Contract.

**6. Cancellation of Contract**

**a. Termination of Contract.** This Contract may be terminated pursuant to I.C. 20-28-8-7, as follows:

i. Mutual. The Board and the Superintendent may mutually consent to termination on any date; or

ii. For Cause. The Board may terminate the Contract for cause before the expiration date set forth in the Contract under a statute that sets forth causes for dismissal of teachers. However, the Board must give the Superintendent proper notice and, if the Superintendent requests a hearing at least ten (10) days before the effective date of termination, must grant the Superintendent a hearing at an official meeting of the Board of School Trustees; or

iii. Expiration. Upon the expiration of the term of the Contract.

**b. Termination without Cause.** The parties agree that the following shall be the sole and exclusive means of terminating this Contract during its term without cause:

i. Mutual. The parties may agree in writing to terminate this Contract without cause; or

ii. At Board's Election. The Board shall provide the Superintendent with at least One Hundred Eighty (180) days' prior written notice that it is canceling this Contract without cause and shall pay the Superintendent a lump sum equivalent to one year's salary (not to exceed the then current statutory maximum pursuant to I.C. 20-28-8-6) payable within One Hundred Eighty (180) days of the effective date of such termination; or

iii. At Superintendent's Election. The Superintendent shall provide the Board with at least Sixty (60) days' prior written notice of termination; or

iv. Disability. If the Superintendent is determined to be disabled within the terms of the long-term disability policy provided by the Board and is entitled to benefits under that policy.

**c. Waiver of Due Process and Breach of Contract Remedies.** Except as provided in Paragraph 6(a) of this Contract, the parties agree that the provisions of Paragraph 6(b) of this Contract shall be the sole and exclusive means of canceling this Contract or obtaining a legal or equitable remedy for breach of this Contract. In exchange for the agreement to the terms of Paragraph 6(b) by the other party, the Board and Superintendent each waives the application of the termination provisions and the hearing requirement under I.C. 20-28-8-7(2), as amended from time to time, and any due process required by the Superintendent's status as a teacher, the application of any other procedural requirement or substantive standard imposed by state or federal law, and any cause of action for damages or equitable relief arising out of the cancellation of this Contract except as is necessary to enforce this Contract in an action unrelated to its cancellation.

**7. Defense and Indemnification of the Superintendent for Acts or Omissions.** The Board agrees to provide the Superintendent with legal counsel selected and paid for by the Board and to defend, indemnify and hold harmless the Superintendent from any and all demands, claims, suits, actions or legal proceedings brought against the Superintendent in her official capacity as agent or employee of the Board or the School Corporation, or in her individual capacity, provided the same arose while she was acting within the scope of her employment with the Board as a Superintendent. All actions, choices and decisions made, which are customarily and usually considered within the authority and responsibility of an Indiana public school administrator, or which were made under apparent authority of statute or applicable common law or were specifically or impliedly authorized by the Board, shall be considered within the scope of employment for purposes of this provision, except for intentional acts, acts in reckless disregard of the law or acts which serve as the basis for criminal charge. Notwithstanding any provision in this Contract to the contrary, the rights and obligations set forth in this Paragraph 7 regarding issues which occurred during the Superintendent's employment with the School Corporation shall survive the Termination Date.

**8. Entire Agreement.** The parties agree that each has had the opportunity to obtain the assistance of counsel in the process of negotiating and preparing the terms of this Contract, has had sufficient time to consider and understand the terms of this Contract, and that this Contract therefore contains all the agreed terms of employment of the Superintendent by the Board and will not be modified except in a written document making specific reference to this Contract and the specific provision to be modified. A modification to this Contract shall be approved by both parties in the same manner that this Contract was approved.

To the extent that this Contract is inconsistent with the Superintendent's regular teacher contract, a prior contract between the parties, or any other policy or benefit schedule of the Board, the terms of this Contract shall control.

Agreed this 16th day of July, 2026.

**Superintendent**

Stacey M. Schmidt, Ph.D.

**Board of School Trustees**
**Porter Township School Corporation**

By: ______________________________
Natalie Wargo, D.D.S., President

Attest:

By: ______________________________
Mary Harlow, Secretary

PTSC
BOARD APPROVED
DATE 7/16/26