

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 **NORTH KNOX SCHOOL CORPORATION** ("Corporation") and DARREL BOBE ("Teacher"). DARREL BOBE 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, 2022** and ending on **JUNE 30, 2023**. 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 **261.00** days. Ind. Code 20-28-6-2(a)(3)(B)
3. The number of hours per day the Teacher is expected to work under this Contract is . 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 **\$112,750.00** during the school year. Ind. Code 20-28-6-2(a)(3)(C)
5. The Corporation shall pay this amount in **24.0** 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(b) 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 11TH day of JULY, 2022.

Teacher

Attested:

Superintendent

School Corporation by:

President

Secretary

2022/2023

Employment Agreement

This Employment Agreement ("Agreement") is made and entered into this 21st day of June, 2010, by and between DARREL BOBE ("Employee") and NORTH KNOX SCHOOL CORPORATION ("Employer").

1. Employment

Employer hereby employs Employee and Employee hereby accepts employment upon the terms and conditions set forth in this Agreement

2. Term of Agreement

Subject to the provisions for termination hereinafter provided, the Term of this Agreement shall commence on June 21, 2010 and shall continue through July 1, 2020.

Beginning on July 2, 2016, and every July 2nd thereafter, the Term of this Agreement shall be extended by one (1) year unless Employer provides written notice to Employee ninety (90) days prior to the expiration of the Term then in effect. Employer's notice shall also provide a written description of the reasons for Employer's decision not to extend the Term. In the event Employer provides such notice, this Agreement shall expire at the conclusion of the Term then in effect. The parties agree that this notice not to automatically extend the term of this Agreement is not a termination of the Employee's contract which may be terminated only pursuant to I.C. 20-28-8-7 and requires a written notice given to the Superintendent not later than January 1 of the year in which the contract expires.

3. Duties

Employee shall be employed as Employer's Superintendent and shall hold this position throughout the Term of this Agreement. Employee agrees to abide by all by-laws, policies, practices, procedures, and rules of Employer in carrying out his duties. Such duties include but are not limited to each of the following:

- a. Provide for administration and supervision of all branches of education and administrative services.
- b. Accept that authority and assume the responsibility for the administration of Board policy.
- c. Direct all communications to school personnel from the Board and submit all requests, recommendations, and reports from school personnel to the Board of Trustees.
- d. Function as the administrator representing the Board and the employed personnel in all interaction between these two (2) groups.

- e. Confer with and advise professional consultants on educational matters and represent the Board when formal communication is necessary between the school attorney, school doctor, labor negotiator, architects and engineers, and the Board of Trustees.
- f. Direct and supervise all school personnel.
- g. Provide leadership to provide educational opportunities for students.
- h. Organize and direct the Corporation transportation system.
- i. Serve as an appeal officer for any issue or problem that cannot be resolved at the building level.
- j. Develop and direct a program for selection and assignment of qualified individuals both certificated and classified employees and make recommendations for appointments to the Board of Trustees for approval.
- k. Maintain adequate records of all personnel, and approve all assignments, transfers, dismissals, and promotions.
- l. Meet and confer upon request with official representatives of employee organizations and direct the negotiation process through a professional negotiator.
- m. Direct development and operation of an effective instructional program and direct activities that will evaluate the extent to which the instructional program is attaining its objectives.
- n. Direct a program to provide adequate textbooks, instructional supplies, and school equipment.
- o. Direct the improvement of courses of study.
- p. Direct the preparation of the annual budget and submit it to the Board of Trustees for adoption
- q. Strive for a balanced budget and make provisions in the budget for the financing of the approved school program.
- r. Direct the administration of the business functions of the Corporation.
- s. Provide monthly reports on the status of the budget and the financial affairs of the Corporation.
- t. Interpret the program of the Corporation to school personnel and to community groups and serve as chief public relations officer for the Corporation.

- u. Enforce school laws of the State of Indiana in accordance with the authority delegated by the Board of Trustees or by the authority implied in the office.
- v. Carry out the policies of the Board of Trustees in regard to corrective or preventive measures to be used for the control of undesirable student behavior.
- w. Retain administrative authority over all student body organizations.
- x. Authorize employees to attend educational meetings and conferences.
- y. Direct the preparation of reports to various county, State, and Federal agencies.
- z. Direct the maintenance of record in various offices to meet legal requirements and to provide needed information.
- aa. Provide for the control and supervision of all school buildings, grounds, supplies, and equipment, and provide for adequate inventories of property and for the security of and accountability for property.
- bb. Delegate to other designated personnel the respective phases of the school program for which each is specifically prepared and employed.
- cc. Hold principal meetings and function as the leader of the Administrative Team.
- dd. Provide support for employees in the discharge of their official duties and responsibilities.
- ee. Retain the responsibility for the administration and coordinating of the total program of education and continue to be responsible to the Board of Trustees for the execution of the powers and duties delegated.
- ff. Perform all other duties which may become necessary to ensure the proper functioning of the educational program of the Corporation and which are incident to the position of Superintendent of Schools and the Chief Executive Officer of the Board of Trustees.
- gg. Participate in the life of the community through personal involvement.

4. Compensation

During the Term of the Agreement, Employer shall compensate Employee as follows:

A. Salary

As the Superintendent, Employee's annual salary shall be the sum of one hundred twelve thousand seven hundred and fifty dollars (\$112,750.00) minus all applicable deductions and withholdings, including federal, state, and local taxes, and FICA. The Board will meet with the Superintendent on at least a yearly basis to review and evaluate his performance and Employee shall receive an increase no less than the average granted to the school's administrative staff. In the event the school's administrative staff receives any stipend, Employee shall receive a stipend of no less than the average granted to the school's administrative staff.

B. Benefits

Employee shall be entitled to all benefits otherwise provided to full-time employees of Employer and shall include, but are not limited to, the following:

1. Health Insurance. Employer shall provide Employee with full family health, dental, and vision insurance at no cost to Employee, up to a maximum of Twenty-Six Thousand and 00/100 Dollars (\$26,000.00) per year.
2. Vehicle. Employer shall provide Employee with a vehicle for business and personal use throughout the Term of this Agreement. The vehicle shall not be more than four (4) years old at any time. In the alternative, Employer and Employee may choose for Employer to pay Employee a monthly vehicle allowance in the amount of Six Hundred and 00/100 Dollars (\$600.00) for Employee's payment towards a vehicle for business and personal use throughout the Term of this Agreement. Under either circumstance, Employer will cover all expenses relating to the vehicle including, but not limited to, insurance, maintenance and gas.
3. Cell Phone. Employer shall require Employee to provide a cell phone but shall agree to pay for or reimburse Employee up to Two Hundred and 00/100 Dollars (\$200.00) per month for Employee's monthly cell phone charges.
4. Transfer of Sick Days. Employee may accumulate sick days pursuant to Employer's policies during the Term of this Agreement. Employer shall pay Employee One Hundred Fifty and 00/100 Dollars (\$150.00) for each sick day accumulated, but not used, within ten (10) days of Employee's termination of employment from Employer.
5. Vacation. Employee shall be granted paid vacation of thirty (30) days per year. Employer shall pay Employee One Hundred Fifty and 00/100 Dollars (\$150.00) for each vacation day accumulated, but not used, within ten (10) days of Employee's termination of employment from Employer.

6. Annuity. Employer shall provide Employee with an annuity with an annual contribution amount of no less than five (5) percent of Employee's annual salary, but at least greater than two (2) percent above any contribution amount Employer provides to its teachers. Employee shall be immediately vested in any such annuity or Employer will pay any unvested amount to Employee upon Employee's termination of employment.

5. Termination

- A. Termination Due to Death. In the event of Employee's death, this Agreement shall terminate as of the date of Employee's death. If this Agreement is terminated because of Employee's death, Employee's benefit shall be determined in accordance with the survivor's benefits, insurance, and other benefits of Employer then in effect and pursuant to Paragraph 4. Upon Employee's death, Employer's obligations to compensate Employee under Paragraph 4(A) of this Agreement shall immediately expire, provided, however, that within fifteen (15) business days of Employee's death, Employer shall pay to Employee's estate that portion of his Salary as provided in Paragraph 4(A) of this Agreement that shall have been earned through the date of Employee's death, but not yet paid. Except as otherwise set forth herein, following the termination date established pursuant to this Paragraph 4(A), Employer and Employee (including Employee's heirs, executors, administrators, and personal representatives) shall have no further obligations to each other under this Agreement.
- B. Termination Due to Disability. In the event Employee suffers a Disability, as defined herein during his employment with Employer and is, therefore, unable to perform the duties required by the Agreement for more than ninety (90) calendar days during any consecutive twelve (12) month period, Employer shall have the right to terminate this Agreement and Employee's employment. Employer shall deliver written notice to Employee of Employer's intent to terminate this Agreement pursuant to this Paragraph 5(B) and specifying in such notice a termination date not less than thirty (30) days after the giving of the notice ("Disability Notice Period"). This Agreement and Employee's employment shall terminate at the close of business on the last day of the Disability Notice Period.

If this Agreement is terminated because of Employee's Disability, Employee shall be entitled to receive any applicable disability insurance benefits and other benefits of Employer then in effect and pursuant to Paragraph 4. Upon termination of this Agreement pursuant to this Paragraph 5(B), Employer's obligations to compensate Employee under Paragraph 4(A) of this Agreement shall immediately expire; provided, however, that within fifteen (15) business day after the termination of this Agreement, Employer shall pay to Employee that portion of his Salary as provided in Paragraph 4(A) of this Agreement that shall have been earned through the termination date, but not yet paid. Except as otherwise set forth herein, following the termination

date established pursuant to this Paragraph 5(B), Employer and Employee shall have no further obligations to each other under this Agreement.

For purposes of this Agreement only, the term "Disability" shall mean, the inability of Employee, because of injury, illness, disease, or bodily or mental infirmity, to engage in the performance of substantially all of the duties required by this agreement with or without a reasonable accommodation. Employer shall reasonably and fairly determine such Disability upon receipt of, and in reliance on, medical advice from a licensed physician or physicians qualified to give professional medical advice.

- C. Termination by Employee. Employee may terminate this Agreement at any time, with or without cause, by providing Employer written notice of his intent to terminate this Agreement pursuant to this Paragraph 5(C) and specifying in such notice a termination date not less than ninety (90) days after the giving of the notice ("Employee's Notice Period"). This Agreement and Employee's employment shall terminate at the close of business on the last day of Employee's Notice Period.

If Employee terminates this Agreement pursuant to this Paragraph 5(C), Employee shall immediately upon the termination of this Agreement forfeit all rights and benefits to which he would otherwise have been entitled under this Agreement except the right to any continuing plan/benefit/or annuity in Paragraph 4 of this Agreement; provided, however, that within fifteen (15) business days after the termination of this Agreement pursuant to this Paragraph 5(C), Employer shall pay to Employee that portion of his Salary as provided in Paragraph 4(A) of this Agreement that shall have been earned through the termination date, but not yet paid. Except as otherwise set forth herein, following the termination date established pursuant to this Paragraph 5(C), Employer and Employee shall have no further obligations to each other under this Agreement.

- D. Termination by Employer Without Cause. The parties acknowledge that this contract may be terminated without cause only pursuant to I.C. 20-28-8-7.

If this Agreement is terminated pursuant to this Paragraph 5(D), Employee shall immediately upon the termination of this Agreement forfeit all rights and benefits to which he would otherwise have been entitled under this Agreement except the right to the annuity in Paragraph 4 of this Agreement; provided, however, that within fifteen (15) business days after the termination of this Agreement pursuant to this Paragraph 5(D), Employer shall pay that portion of Employee's Salary as provided in Paragraph 4(A) of this Agreement through the end of the Term then in effect. Except as otherwise set forth herein, following the termination date established pursuant to this Paragraph 5(D), Employer and Employee shall have no further obligations to each other under this Agreement.

- E. Termination by Employer With Cause. Employer may terminate this Agreement and Employee's Employment for "Cause." The term "Cause" as used herein shall mean a reasonable determination by Employer that Employee:

1. Engaged in willful and continued failure to perform substantially Employee's duties with Employer if such failure continues for a period of sixty (60) days after Employer delivers to Employee written demand for substantial performance, specifically identifying the manner in which Employee has not substantially performed his duties;
2. Engaged in unauthorized conduct and behavior that has the potential to expose Employer to liability or otherwise jeopardize Employer interests;
3. Has been charged or convicted of any crime constituting a felony or involving moral turpitude or controlled substance; or
4. Materially breached any term or condition of this Agreement.
5. Immorality.
6. Insubordination, which means the willful refusal to obey the state school laws or reasonable rules prescribed for the government of the school corporation.
7. Neglect of duty.
8. Substantial inability to perform duties.
9. Failure to maintain a Superintendent's license from the State of Indiana.

Employer must give Superintendent notice of the grounds of cause and, if the Superintendent requests a hearing at least ten (10) days before the termination, the Employer must grant the Superintendent a hearing at an official meeting of the School Board.

If this Agreement is terminated pursuant to this Paragraph 5(E), Employee shall immediately upon the termination of this Agreement forfeit all rights and benefits to which he would otherwise have been entitled under this Agreement except those provided in Paragraph 4(B)(7) of this Agreement; provided, however that Employer shall pay to Employee in accordance with Employer's normal payroll practices , that portion of Employee's Salary as provided in Paragraph 4(A) of this Agreement that shall have been earned through the termination date. Except as otherwise set forth herein, following the termination date established pursuant to this Paragraph 5(E), Employer and Employee shall have no further obligations to each other under this Agreement.

6. Choice of Law

This Agreement shall be interpreted, construed, and governed by the laws of the State of Indiana, regardless of the place of execution or performance.

7. Entire Agreement

This Agreement contains the entire agreement of the parties. This Agreement may not be changed orally, but only by an agreement in writing by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

8. Severability

If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions shall remain in full force and effect.

9. Notice

Any notices, requests, demands, or other communications provided for by this Agreement shall be sufficient if in writing and if (i) delivered by hand to the other party; (ii) sent by facsimile communication with appropriate confirmation of delivery; (iii) sent by registered or certified United States Mail, return receipt requested, with all postage prepaid; or (iv) sent by recognized commercial express courier services, with all delivery charged prepaid; and addressed as follows:

If to Employer:

North Knox School Corporation

11110 N. State Road 159

Bicknell, IN 47512

If to Employee:

Darrel Bobe

2568 South Hart Street Road

Vincennes, IN 47591

10. Acknowledgement

Employee represents and acknowledges that Employee has had adequate time to review this Agreement, Employee has had the opportunity to ask questions and receive answers from Employer regarding this Agreement, and Employee has had the opportunity to consult with legal advisors of his choice concerning the terms and conditions of this Agreement.

This Agreement is intended to supersede and replace all prior agreements, understandings and arrangements between or among Employer, or any agent thereof, and the Employee, or any agent thereof, relating to the employment of Employee.

IN WITNESS WHEREOF, the parties thereto have voluntarily executed this Agreement as of the day and year first above written.


“EMPLOYER”

“EMPLOYEE”

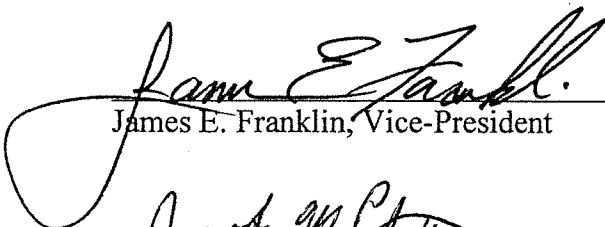
NORTH KNOX SCHOOL CORPORATION

DARREL BOBE

Matthew M. Sandefer, President



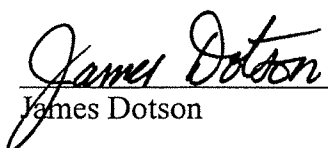
Darrel Bobe




James E. Franklin, Vice-President



Jarrod M. Chattin



James Dotson



V. Max Nickless

BOARD OF TRUSTEES OF

NORTH KNOX SCHOOL CORPORATION

ADDENDUM

THIS ADDENDUM made and effective this 24th day of MARCH, 2008, by and between DARREL BOBE (Employee) and NORTH KNOX SCHOOL CORPORATION (Employer),

WHEREAS, the parties have negotiated and entered into an Employment Agreement dated the 24th day of MARCH, 2008, which Employment Agreement has no provision for the Employee's life insurance.

WHEREAS, Employee and Employer agree that a provision for life insurance should be included as part of the Employment Agreement,

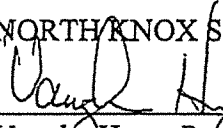
NOW, THEREFORE, the parties enter into the following agreement which shall become an Addendum to the Employment Agreement referred to above and shall become effective as of the date of the execution of this agreement.

Life Insurance. Employer shall purchase a universal life insurance policy in the amount of One and a Half Million Dollars (\$1,500,000.00) on Employee which policy will be owned by Employer and Employer agrees to pay an annual premium of Twenty Thousand Dollars (\$20,000.00). Employee shall have the right to designate the beneficiary of such policy, except that, so long as Employee is employed by Employer, then Employee shall designate the first One Hundred Fifty Thousand Dollars (\$150,000.00) of the death benefits to be payable to North Knox School Corporation so that if Employee dies while an employee of North Knox School Corporation, Employer will receive a death benefit of One Hundred Fifty Thousand Dollars (\$150,000.00) with the balance going to the other beneficiary or beneficiaries which Employee designates. Employee shall have the option to transfer this policy upon termination of his employment with Employer and at the time of such termination, Employer shall transfer the ownership of the policy to Employee who shall no longer be obligated to designate the first One Hundred Fifty Thousand Dollars (\$150,000.00) of death benefits to Employer. After the policy has been transferred by Employer, Employer shall have no further obligation to Employee.

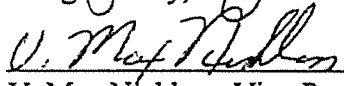
THIS ADDENDUM to the Employment Agreement is made and effective this 24 day of MARCH, 2008.

"EMPLOYER"

NORTH KNOX SCHOOL CORPORATION



Vaughn Huey, President




V. Max Nickless, Vice-President

"EMPLOYEE"

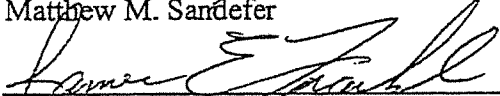
DARREL BOBE



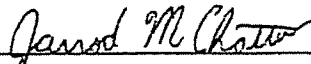
Darrel Bobe



Matthew M. Sandefer



James E. Franklin



Jarrod M. Chattin

BOARD OF TRUSTEES OF
NORTH KNOX SCHOOL CORPORATION

(C:\NKnoxSchCorp\NKSCDarrelBobeAddendum) (02/29/08)

CLARIFICATION OF EMPLOYMENT AGREEMENT

THIS CLARIFICATION OF EMPLOYMENT AGREEMENT is made and entered into this 12th day of December, 2018 by Darrel Bobe ("Bobe") and North Knox School Corporation ("North Knox").

WHEREAS, North Knox has employed Bobe as its Superintendent of Schools since June 21, 2010 pursuant to an Addendum dated March 24, 2008 attached as Exhibit A ("Addendum") and an Employment Agreement dated June 21, 2010 attached as Exhibit B ("Employment Agreement"); and

WHEREAS, the Addendum was inadvertently not included in the Employment Agreement, but North Knox and Bobe have both understood and agreed over the past 10 years that the Addendum was part of the Employment Agreement; and

WHEREAS, North Knox and Bobe have both understood and agreed that the purchase of the Universal Life Insurance policy as contemplated in the Addendum was intended to provide Bobe an incentive to maintain his employment with North Knox through at least July 1, 2020, the term of the Employment Agreement.

NOW, THEREFORE, to clarify any ambiguity in the Addendum and the Employment Agreement and to document the intention of the parties, North Knox and Bobe agree and state as follows:

1. **Policy**. The Addendum is part of the Employment Agreement. North Knox has acquired and owns John Hancock Policy # 81 725 707 ("Policy") on the life of Bobe. North Knox will continue to pay the annual premium on the Policy as provided in the Addendum during Bobe's employment prior to a Vesting Event.
2. **Vesting**. The benefits on the Policy shall not vest in Bobe and Bobe shall have no rights or ownership in the Policy, until the earliest of the following events:
 - a. Bobe's death; or
 - b. Bobe's disability by which Bobe cannot fulfill his responsibilities as Superintendent for North Knox; or
 - c. North Knox terminates Bobe's employment without cause; or
 - d. Bobe successfully completes the initial Term of the Employment Agreement through July 1, 2020 (each a "Vesting Event").

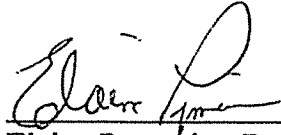
North Knox shall transfer ownership of the Policy to Bobe upon a Vesting Event, except as provided in Section 4.

3. **Beneficiaries Named on Policy.** North Knox, as the owner of the Policy, shall designate North Knox as a beneficiary to receive \$150,000 of the death benefits if Bobe dies while employee of North Knox and Bobe shall designate the beneficiary for the remainder of the death benefits if Bobe dies while an employee of North Knox.
4. **No Right of Assignment.** No right of Bobe hereunder or under the Policy shall be subject to transfer, assignment, hypothecation, or pledge (either voluntary or involuntary) before the applicable Vesting Event under Section 2.
5. **Effect of Voluntary Resignation before Vesting Event.** If Bobe voluntarily terminates employment with North Knox before July 1, 2020, for a reason other than his disability, his interest hereunder shall be forfeited.
6. **Continued Employment After Vesting Event.** If Bobe continues to be employed by North Knox after a Vesting Event, and if Bobe chooses to delay having ownership of the Policy assigned to him, then North Knox will cause the beneficiary for the entire Policy proceeds to be paid to a beneficiary named by Bobe. North Knox shall continue to make the annual \$20,000 premium payment on the Policy on Bobe's behalf as long as Bobe is employed at North Knox and as long as Bobe has not caused ownership of the Policy to be transferred to Bobe.


IN WITNESS WHEREOF, this Clarification of Employment Agreement is entered into and approved at an open meeting of the Board of North Knox on December 12, 2018.

(The remainder of this document has been intentionally left blank. Signature page to follow.)

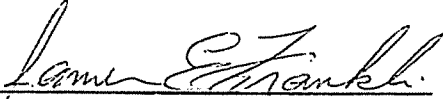
**Board of Trustees of
North Knox School Corporation**



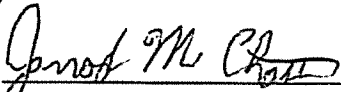
Elaine Pepmeier, President



Darrel Bobe



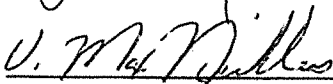
James E. Franklin



Jarrod M. Chattin



Vaughn Huey



V. Max Nickless

Not present at meeting. Approved on Dec. 14th 2018