

CONTRACT FOR SUPERINTENDENT

This Contract made this 8th day of May, 2006, between the Penn-Harris-Madison School Corporation, hereinafter called the "Corporation" and Jerry L. Thacker, Ed.D., hereinafter called the "Superintendent," WITNESSES:

WHEREAS, the Corporation is a community school corporation in St. Joseph County, Indiana, established pursuant to the Indiana School Corporation Reorganization Act of 1957, as amended; and

WHEREAS, the Superintendent is duly licensed by the Indiana Department of Education as follows:

Serial No. of License	-	534605
Date of Issue	-	10/29/1990
Date of Expiration	-	Life

WHEREAS, the Corporation and Superintendent believe that a written employment contract is necessary to describe effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools.

NOW, THEREFORE, in consideration of the agreements hereinafter contained, said Corporation agrees to employ said Superintendent, and said Superintendent agrees to serve said Corporation in the capacity of the Superintendent of Schools of the Penn-Harris-Madison School Corporation from the 1st day of July, 2006, to and including the 30th day of June, 2011. The corporation may by specific action and with the consent of Superintendent extend the termination date of the existing contract to full extent permitted by state law.

This Contract contains additional terms and conditions of said employment and is intended to supplement the regular teacher's contract (Attachment A), which is attached hereto, and executed as required by I.C. 20-28-8-6.

1. **SERVICE**: Said Superintendent agrees faithfully to perform the duties as contained in the job description of the Superintendent of Schools adopted by the Board of School Trustees, a copy of which is attached hereto and made a part hereof as Exhibit A; to act as chief administrative officer of the Penn-Harris-Madison School Corporation; to act as technical advisor to the Board of Trustees of said Corporation; and to keep said Board informed as to the operation of the School Corporation in accordance with the approved Board of School Trustees' Mission Statement, Goals and Objectives; to administer the schools of said corporation according to the laws of the State of Indiana; to administer and comply with the policies established by said Board; and to faithfully and impartially enforce all rules and regulations of said corporation now or hereafter in force.

2. **SALARY**: The Corporation mutually agrees to pay said Superintendent for his services the sum of One Hundred Sixty Thousand Dollars (\$160,000.00) for the period of July 1, 2006 and ending June 30, 2007, which amount will be reviewed annually and adjustments made thereto by mutual agreement of the parties.

3. **ANNUITY**: By the terms of the Leadership Team Personnel Handbook, the Corporation will pay the Superintendent's share of contributions to the Indiana Teachers' Retirement Fund ("TRF") in the full amount of such contribution as required by Indiana law. In addition to that contribution, the Corporation will pay the sum of Thirty Thousand Dollars (\$30,000.00) minus such TRF contribution (e.g., Sum = \$30,000 – Contribution to TRF) into a 401(a) and/or 403(b) fund account(s) for the benefit of the Superintendent, each year of this

Contract. Such payment will be made no later than June 30th of each contract year. The parties agree that the total amount of the contributions for the 401(a) and/or 403(b) will be reported as part of the annual compensation to TRF for purposes of calculating Superintendent's "average of annual compensation" by TRF. In the event that the Superintendent does not fulfill the initial term of this Contract (i.e., from July 1, 2006 through and including June 30, 2011), Superintendent will pay the Corporation an amount equal to those monies paid to TRF and into the 401(a) and/or 403(b) fund accounts and the earnings attributable to those accounts, if any.

4. **EVALUATIONS:** The Board shall conduct assessment and development with the Superintendent regarding his job performance and relationship to the Board. Assessment and development will center around district goals, academic achievement of the district, continuous improvements in the district, executive technical skills and executive thinking skills. As part of said process, the Superintendent and the Board shall evaluate progress and achievements. Said evaluation will occur annually following the Board work session on academic progress which occurs in August of each calendar year.

In conjunction with the annual assessment, the Board may offer to extend the expiration date of this Contract by one (1) year, if in the sole discretion of the Board, the performance of the Superintendent merits such an extension.

5. **CAR:** The Corporation further agrees to provide the Superintendent with a leased vehicle, insurance, gasoline, car maintenance and repair. The specific model and year of said vehicle shall be contained in a lease agreement which shall be subject to the approval of the Board.

6. **TECHNICAL SUPPORT:** The Corporation shall provide to the

Superintendent access to computer workstations and a mobile phone, which may be used for school related purposes at both the facilities of the Corporation and at the residence of the Superintendent. The Corporation shall also provide to the Superintendent, with the approval of the Board, other technological support in order to enhance communications throughout the Corporation.

7. **EXPENSES:** The Corporation further agrees to reimburse said Superintendent for all other expenses actually incurred by him in the service, or for the benefit, of said Corporation. Also, the Corporation will pay, or reimburse Superintendent for paying, dues for membership in such professional or civic associations as the Superintendent and Corporation agree. All such additional payments shall be made monthly, or as filed on approved State Board of Accounts forms by the Superintendent, subject to the approval of the Board.

8. **PHYSICAL EXAM:** The parties further agree that the Superintendent shall undergo a comprehensive physical examination as requested by the Board, on no more than a yearly basis, at the expense of the Corporation, by a physician mutually agreed to between the parties. The Board of School Trustees shall be entitled to receive a report from said physician, which shall be held in strict confidence by the Board. The Superintendent shall execute any and all documents necessary in order for the Board to obtain all medical information generated as a result of said physical examination.

9. **DISABILITY:** In the event that the Superintendent develops a serious health condition that prohibits the Superintendent from performing the duties of the position of Superintendent for an extended period of time or permanently, the Corporation will compensate the Superintendent at the regular rate of pay for the position from the time that Superintendent has exhausted all available sick days and vacation, until such time as the Superintendent

becomes eligible for the benefits of long-term disability coverage. In no event shall such period of time exceed the greater of the waiting period in Superintendent's long-term disability insurance policy or ninety (90) calendar days.

10. **BENEFITS**: The parties further agree that said Superintendent, during the term of this agreement, shall receive all annual benefits approved by the Board for administrative personnel as contained in the Leadership Team Personnel Handbook, including but not limited to, holidays, disability, medical insurance, dental insurance, life insurance and sick days, pursuant to the terms of said Handbook. In the event that there are any conflicting provisions between the provisions of said Leadership Team Personnel Handbook and the provisions of this contract, the provisions of this contract shall apply.

The Superintendent is entitled to twenty (20) working days of paid vacation during each contractual year of the contract. A maximum accumulation of five (5) days may be carried forward to the following year. The Superintendent shall notify the Board President of the dates during which he intends to be on vacation.

11. **DISMISSAL**: It is agreed by the parties that in case the Superintendent should, after opportunity for due process hearing with benefit of legal counsel, be held by said Corporation to be guilty of incompetence, immorality, insubordination or other offense recognized as just cause according to law for cancellation or termination of Contract, he shall be deemed to be dismissed, and shall thereafter hold no claim for further compensation, subject, however, to the provisions of law concerning the employment and dismissal of teachers which are in force and effect. Revocation of license by the Indiana Department of Education for any statutory reason shall be deemed to constitute grounds for dismissal under this Contract.

12. **PROFESSIONAL LIABILITY**: The Corporation agrees that it shall defend,

hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the Corporation, provided the incident arose while he was acting within the scope of his employment and excluding criminal charges and/or litigation resulting therefrom, and that such liability coverage is within the authority of the Board to provide under state law. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

13. **RENEWAL OF EMPLOYMENT CONTRACT:** If the Corporation does not notify the Superintendent in writing by January 1 prior to the expiration of this Contract or subsequent Contract amendments that such will not be renewed, it shall be deemed that the Corporation has renewed this Contract for one (1) year extending from the termination date.

14. **PROFESSIONAL DEVELOPMENT:** The Corporation shall provide for the professional growth of the Superintendent through seminars, workshops, courses and professional membership, as agreed between the Corporation and the Superintendent. Individual development opportunities, which insure good governance and model life-long learning will be available to the Superintendent. The Superintendent is strongly encouraged to take advantage of such development opportunities.

15. **MOVING EXPENSES:** The Corporation agrees to pay the expenses incurred by the Superintendent for moving from his present location and for temporary housing in St. Joseph County, Indiana. The amount of said payment by the Corporation shall not exceed the sum of Five Thousand Dollars (\$5,000.00).

16. **BACKGROUND CHECK:** The Corporation's performance of any obligations under this Contract is contingent upon the completion of a background check of the Superintendent and a determination by the Board that the results of said background check are, in the sole judgment of the Board, acceptable.

17. **TERMINATION OF EMPLOYMENT CONTRACT:** This employment Contract may be terminated by:

- A. Mutual agreement
- B. Retirement of the Superintendent
- C. Disability of the Superintendent. The Superintendent shall submit himself annually, or so often as the Board may reasonably require, for a physical examination by a physician licensed to practice medicine in all areas. The Corporation shall bear the cost of the examinations and the written results thereof shall be available to the Board. In the event of an illness or incapacity of the Superintendent which renders him permanently unable to perform his duties as stated herein, such disability when declared by the Board shall terminate this Contract. Prior to making such determination, the Board shall receive the advice of such physician or physicians mutually selected by agreement of the Board and Superintendent. In the event of termination of this Contract under the terms of this paragraph prior to the exhaustion of sick leave days available to the Superintendent, such termination shall not take effect until the sick leave days are exhausted. The Board may, after receipt of advice from such physician or physicians as it may reasonably require, temporarily relieve the

Superintendent from his duties during his illness or incapacity.

Compensation shall be suspended during said period unless the

Superintendent is utilizing sick leave or vacation days or other days (see

paragraph 9), for which he would receive compensation. In the event the

sick leave of the Superintendent has been exhausted, the compensation of

the Superintendent shall be reinstated upon his return to employment and

the full assumption of his duties.

- D. Either party may terminate the Contract prior to its date of expiration, on such terms and conditions as are agreed to between the parties.

18. **NOTICES**: Any notices or other communications contemplated or required under this agreement, in order to be valid, shall be in writing and shall be given via personal delivery, overnight courier or via U.S. Certified Mail, return receipt requested at the following address:

Penn-Harris-Madison School Corporation
ATTN: President of the Board of School Trustees
Educational Services Center
55900 Bittersweet Road
Mishawaka, Indiana 46545

with a copy to:

Administrative Assistant to the Board
Penn-Harris-Madison School Corporation
Educational Services Center
55900 Bittersweet Road
Mishawaka, Indiana 46545


Superintendent: Address to be provided upon relocation
to St. Joseph County, Indiana.

19. **SEVERABILITY**: If, during the term of this Contract it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Contract not affected by such a ruling shall remain in force.

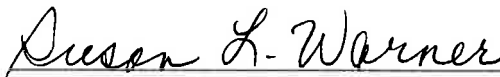
IN WITNESS WHEREOF, The Penn-Harris-Madison School Corporation has caused this Contract to be executed by James Berger, President of its Board of School Trustees, and attested by Susan L. Warner, Secretary of said Board, in duplicate, and the Superintendent has executed the same in duplicate, all the day of the date hereof.

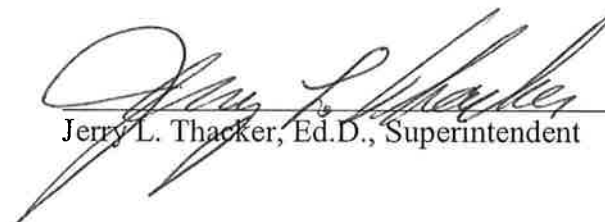
PENN-HARRIS-MADISON SCHOOL CORPORATION

By:


James Berger, President, Board of School Trustees

ATTEST:


Susan L. Warner, Secretary, Board of School Trustees


Jerry L. Thacker, Ed.D., Superintendent

AMENDMENT TO CONTRACT FOR SUPERINTENDENT

WHEREAS, The Board of School Trustees of the Penn-Harris-Madison School Corporation, and Jerry L. Thacker, Ed.D., entered into a Contract for Superintendent, dated May 8, 2006, and

WHEREAS, said contract provides for revisions to the stated terms and conditions of the Contract and for adjustments to the stated annual salary during the life of the contract be made by amendments thereto,

WHEREAS, the School Corporation and Jerry L. Thacker have reached an agreement regarding revisions to the stated terms and conditions of the Contract, for an adjustment to his salary, and to the term of his Contract, which requires an amendment to said contract, and

THEREFORE, the Parties agree that the Contract for Superintendent dated May 8, 2006 shall be amended as follows:

1. The term of the Contract shall be extended from July 1, 2011, to and including the 30th day of June, 2012.
2. Paragraph 2 [SALARY] shall be amended by modifying the compensation to be paid for the services of the Superintendent by increasing said compensation by the sum of two and one half percent (2.5%) which will make said compensation the sum of One Hundred Sixty Four Thousand Dollars (\$164,000.00) for the period beginning July 1, 2007 and ending June 30, 2008.
3. Paragraph 3 [ANNUITY] shall be amended by removing the statement "minus such TRF contribution (e.g., Sum + \$30,000 – Contribution to TRF)" and by adding "457" as an additional fund account for the benefit of the Superintendent. The addition of "457" shall be inserted three (3) times following the wording 401(a).

4. Paragraph 10 [BENEFITS] shall be amended by adding the following wording: "The Superintendent shall have the option of remaining in the Corporation health insurance program upon retiring or separation of service from the Penn-Harris-Madison School Corporation until qualifying for Medicare, as long as he personally pays the cost of said insurance".
5. Except as modified by this amendment, the other terms and conditions of said Contract shall remain in full force and effect.


Dated this 10th day of December, 2007.

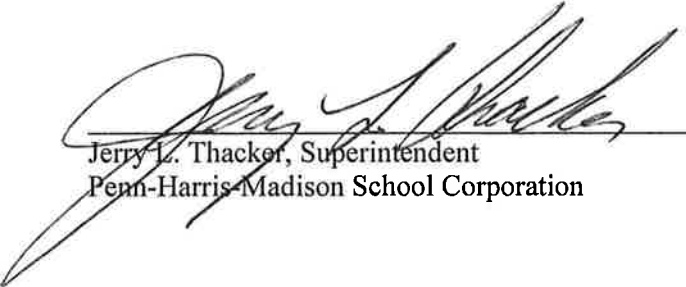
PENN-HARRIS-MADISON SCHOOL CORPORATION

By: _____


James R. Berger, President
Board of School Trustees

ATTEST:


Susan L. Warner, Secretary
Board of School Trustees


Jerry L. Thacker, Superintendent
Penn-Harris-Madison School Corporation

AMENDMENT TO CONTRACT FOR SUPERINTENDENT

WHEREAS, the Penn-Harris-Madison School Corporation (the "Corporation") and Jerry L. Thacker, Ed.D. (the "Superintendent"), collectively referred to as the "Parties", entered into a Contract for Superintendent, dated May 8, 2006, and

WHEREAS, the Contract provides for revisions to the stated terms and conditions of the Contract and for adjustments to the stated annual salary during the life of the Contract be made by amendments thereto,

WHEREAS, the Corporation and the Superintendent have reached an agreement regarding revisions to the stated terms and conditions of the Contract, for an adjustment to his salary, and to the term of his Contract, which require an amendment to said Contract, and

THEREFORE, the Parties agree that the Contract for Superintendent dated May 8, 2006 shall be amended as follows:

1. The term of the Contract shall be extended from July 1, 2008, to and including the 30th day of June, 2013.
2. Paragraph 2 [SALARY] shall be amended by modifying the compensation to be paid for the services of the Superintendent by annually adjusting the Superintendent's compensation from the previous year by a percentage that is equivalent to the average percentage adjustment for all Administrative Certified Leadership Personnel, as defined in the Leadership Team Personnel Handbook, that year. The Superintendent's compensation periods begin on July 1st and ends on June 30th of the following year. In addition, the Corporation may elect to provide the Superintendent annual merit-based compensation increases.

3. Paragraph 10 [BENEFITS] shall be amended by inserting the following sentence after the first sentence in paragraph 10: "Moreover, the Parties agree that the Superintendent is fully-vested in all benefits plans outlined in the Handbook."

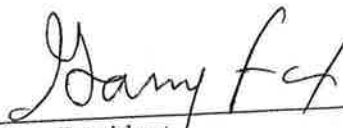
4. In addition, the following sentences will be added to paragraph 10: "At the end of each compensation period, the Superintendent is permitted to relinquish any unused vacation and sick days that have accumulated. The Corporation agrees to provide the Superintendent a stipend, which is subject to all required tax deductions and withholdings, in an amount that is equal to the per diem rate of pay for each vacation and sick day relinquished. The Corporation's agreement is based on the Superintendent's expressed desire and commitment to donate any stipend received for relinquished vacation and sick days to the P-H-M Educational Foundation. In exchange for the Superintendent's donation, the Superintendent will be permitted to designate the use of the monies donated."

The Superintendent shall make the donation of any stipend received to the P-H-M Education Foundation within thirty (30) days of its receipt by the Superintendent. Should the Superintendent not make the donation of any stipend received to the P-H-M Education Foundation within thirty (30) days of its receipt by the Superintendent, the Superintendent shall return to the Corporation any stipend received.

5. Except as modified by this amendment, the other terms and conditions of said Contract shall remain in full force and effect.

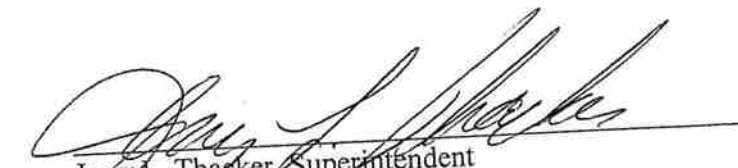
Dated this 10th day of November, 2008.

PENN-HARRIS-MADISON SCHOOL CORPORATION

By: 
Gary Fox, President
Board of School Trustees

ATTEST:


Jamie Woods, Secretary
Board of School Trustees


Jerry L. Thacker, Superintendent
Penn-Harris-Madison School Corporation

AMENDMENT TO CONTRACT FOR SUPERINTENDENT

WHEREAS, the Penn-Harris-Madison School Corporation (the "Corporation") and Jerry L. Thacker, Ed.D. (the "Superintendent"), collectively referred to as the "Parties", entered into a Contract for Superintendent, dated May 8, 2006, and

WHEREAS, the Contract provides for revisions to the stated terms and conditions of the Contract and for adjustments to the stated annual salary during the life of the Contract be made by amendments thereto,

WHEREAS, the Corporation and the Superintendent have reached an agreement regarding revisions to the stated terms and conditions of the Contract, for an adjustment to his salary, and to the term of his Contract, which require an amendment to said Contract, and

THEREFORE, the Parties agree that the Contract for Superintendent dated May 8, 2006 shall be amended as follows:

1. The term of the Contract shall be extended from July 1, 2009, to and including the 30th day of June, 2014.

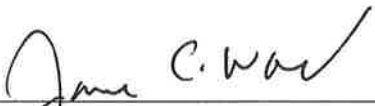
2. Except as modified by this amendment, the other terms and conditions of said Contract shall remain in full force and effect.


Dated this 14th day of December, 2009.

PENN-HARRIS-MADISON SCHOOL CORPORATION

By: 
Gary Fox, President
Board of School Trustees

ATTEST:


Jamie Woods, Secretary
Board of School Trustees


Jerry L. Thacker, Superintendent
Penn-Harris-Madison School Corporation

AMENDMENT TO CONTRACT FOR SUPERINTENDENT

WHEREAS, the Penn-Harris-Madison School Corporation (the "Corporation") and Jerry L. Thacker, Ed.D. (the "Superintendent"), collectively referred to as the "Parties", entered into a Contract for Superintendent, dated May 8, 2006, and

WHEREAS, the Contract provides for revisions to the stated terms and conditions of the Contract and for adjustments to the stated annual salary during the life of the Contract be made by amendments thereto,

WHEREAS, the Corporation and the Superintendent have reached an agreement regarding revisions to the stated terms and conditions of the Contract, for an adjustment to his salary, and to the term of his Contract, which require an amendment to said Contract, and


THEREFORE, the Parties agree that the Contract for Superintendent dated May 8, 2006 shall be amended as follows:

1. The term of the Contract shall be extended from July 1, 2010, to and including the 30th day of June, 2015.
2. Except as modified by this amendment, the other terms and conditions of said Contract shall remain in full force and effect.

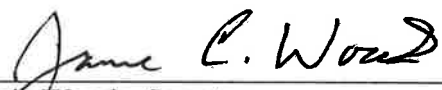
Dated this 8th day of November, 2010.

PENN-HARRIS-MADISON SCHOOL CORPORATION


By: _____


Gary Fox, President
Board of School Trustees

ATTEST:



Jamie Woods, Secretary
Board of School Trustees



Jerry L. Thacker, Superintendent
Penn-Harris-Madison School Corporation

FIFTH AMENDMENT TO CONTRACT FOR SUPERINTENDENT

WHEREAS, The Penn-Harris-Madison School Corporation (the "Corporation") and Jerry L. Thacker, Ed.D. (the "Superintendent"), collectively referred to as the "Parties", entered into a Contract for Superintendent, dated May 8, 2006, and

WHEREAS, The Contract provides for revisions to the stated terms and conditions of the Contract during the life of the contract be made by amendments thereto, and

WHEREAS, the Corporation and the Superintendent have reached an agreement regarding revisions to the term of the Contract, which require an amendment to said Contract, and

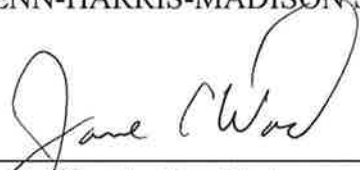
THEREFORE, the Parties agree that the Contract for Superintendent dated May 8, 2006 shall be amended as follows:

1. The term of the Contract shall be extended from July 1, 2011 to and including the 30th day of June, 2016.
2. Except as modified by this amendment, the other terms and conditions of said contract shall remain in full force and effect.

Dated this 12th day of December, 2011.


PENN-HARRIS-MADISON SCHOOL CORPORATION

By:




Jamie Woods, President
Board of School Trustees

ATTEST:



Larry Romero, Secretary
Board of School Trustees



Jerry L. Thacker, Superintendent
Penn-Harris-Madison School Corporation

SIXTH AMENDMENT TO CONTRACT FOR SUPERINTENDENT

WHEREAS, The Penn-Harris-Madison School Corporation (the "Corporation") and Jerry L. Thacker, Ed.D. (the "Superintendent"), collectively referred to as the "Parties", entered into a Contract for Superintendent, dated May 8, 2006, as amended from time to time (the May 8, 2006 Contract for Superintendent and the amendments thereto are collectively referred to as the "Contract"); and

WHEREAS, the Contract provides for revisions to the stated terms and conditions of the Contract during the life of the contract be made by amendments thereto; and

WHEREAS, the Corporation and the Superintendent have reached an agreement regarding revisions to the term of the Contract, which require an amendment to said Contract; and

THEREFORE, the Parties agree that the Contract for Superintendent dated May 8, 2006 shall be amended as follows.

1. The following provision is hereby inserted and made a part of the Contract:

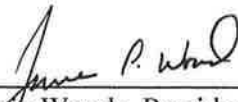
Term Renewal. On the last day of June of each year, the Contract term shall automatically be extended by one year, whereby the duration of the contract term on the last day of June of each year shall be equal to five (5) years, unless the Contract is either: (1) terminated pursuant to paragraph 17 of the Contract; or (2) the Corporation or Superintendent provide the other party with written notice of the intention to opt out of this renewal provision by the 1st day of April of each year.

2. Except as modified by this amendment, the other terms and conditions of the Contract shall remain in full force and effect.

Dated this 25th day of June, 2012.


PENN-HARRIS-MADISON SCHOOL CORPORATION

By:

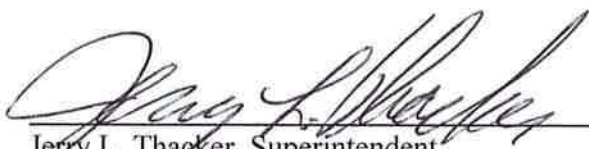


Jamie Woods, President
Board of School Trustees

ATTEST:



Christopher Riley, Secretary
Board of School Trustees



Jerry L. Thacker, Superintendent
Penn-Harris-Madison School Corporation