

REGULAR TEACHER CONTRACT

Prescribed pursuant to Ind. Code 20-28-5-3 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 Portage Township School ("Corporation") and Amanda K. Alaniz ("Teacher"). Amanda K. Alaniz 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 term, beginning January 13, 2017 and continuing until January 13, 2020.
2. The school term described in paragraph 1 immediately above consists of 261 days, exclusive of any extracurricular or co-curricular assignments.
3. The Teacher's expected work day shall consist of a minimum of eight (8) hours daily, exclusive of any extracurricular or co-curricular assignments.
4. The number of days and hours may be modified by the Corporation during and after the term of the Contract.
5. The Corporation shall pay the Teacher for services under this Contract the total annual sum of \$141,042.63.
6. The Corporation shall pay this amount in 26 installments on a bi-weekly basis.
7. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-73-1(e) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
8. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this 13 day of January, 2017.

School Corporation by:

President

Superintendent

Secretary

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ADDENDUM TO REGULAR TEACHER CONTRACT

This Addendum to Regular Teacher Contract ("Addendum") is entered into by **Amanda K. Alaniz** ("Alaniz") and the **Board of School Trustees of Portage Township Schools** ("Board") to supplement the provisions of the Regular Teacher Contract between the parties, dated 01/13/2017. This Addendum and the Regular Teacher Contract shall collectively be referred to as the Contract.

1. DUTIES OF ALANIZ.

a. Interim Superintendent. Alaniz shall serve as Interim Superintendent of Portage Township Schools until she meets the qualifications for superintendent certification and licensing from the State of Indiana. The Board is aware that she has completed all requirements for this license and is awaiting formal issuance by the State of Indiana. The parties agree that the duties to be performed by Alaniz as Interim Superintendent are listed in a job description for the position of Superintendent which is set forth in Board Policy 1230 and incorporated into the Contract by reference. The parties agree that the description of the duties of Superintendent as stated in Board Policy 1230 represents a reasonable division of the responsibilities between the policy-making responsibility of the Board and the implementation and management responsibilities of Alaniz as Interim Superintendent.

a. Superintendent. Upon attainment of Superintendent certification and licensing from the State of Indiana, Alaniz shall immediately serve as Superintendent of Portage Township Schools. The parties anticipate Alaniz receiving her license on or before February 1, 2017. The parties agree that the duties to be performed by Alaniz as Superintendent are listed in a job description for the position of Superintendent which is set forth in Board Policy 1230 and incorporated into the Contract by reference. The parties agree that the description of the duties of Superintendent as stated in Board Policy 1230 represents a reasonable division of the responsibilities between the policy-making responsibility of the Board and the implementation and management responsibilities of Alaniz.

b. Full-Time Employment. Alaniz agrees that her duties pursuant to the Contract represent full-time employment, and she will not accept outside employment, perform work as an independent contractor, or engage in any other business pursuit involving her personal services, if any of these activities interfere with her performance of her duties as Superintendent.

c. Transfer or Reassignment. The parties further agree that the duties performed by Alaniz are unique in the School Corporation; and Alaniz will, therefore, not be transferred or reassigned by the Board to another position without her written consent.

d. Qualifications. The parties agree that Alaniz is eligible and has applied for superintendent certification and licensing in the State of Indiana. Alaniz shall maintain that licensing during her employment as Superintendent. She will fully meet minimum qualifications for the position of Superintendent, including but not limited to obtaining and maintaining a

license from the State of Indiana as required for the position of Superintendent within six (6) months of the beginning of this contract or the Board may void this contract.

2. PERFORMANCE REVIEW.

The Board shall review Alaniz's performance once per school year. The review of Alaniz's performance shall be based upon the duties in the job description for the position of Superintendent and shall be conducted based on the following scheduled:

- a. **July.** In the month of July, Alaniz shall establish and communicate to the Board her priorities, professional goals and the processes to implement the priorities and achieve the goals.
- b. **January.** In the month of January, Alaniz and the Board shall discuss the progress made in implementing the priorities and achieving the goals established pursuant to Paragraph a. above.
- c. **May.** In the month of May, Alaniz shall complete a self-assessment. The self-assessment shall be provided to the Board, and the Board and Alaniz shall discuss the self-assessment in relation to the implementation of the priorities and attainment of the goals established pursuant to Paragraph a. above. Using Alaniz's self-assessment, the Board shall evaluate her job performance and present that evaluation to Alaniz.

3. BENEFITS.

In addition to the compensation provided for in the Regular Teacher's Contract, Alaniz shall receive the following benefits.

- a. **Annuity.** The Board shall cause Portage Township Schools to pay Eleven Thousand Seven Hundred Dollars (\$11,700.00) to purchase a non-forfeitable annuity contract from VALIC, providing for payments in amounts, on dates, and to the payee designated by Alaniz, provided that no payment is made in advance of Alaniz having earned the compensation used to purchase such annuity.
- b. **Sick Leave.** In each school year, Alaniz shall have available ten (10) paid days for personal illness or illness of a family member or Alaniz's family. Sick leave days shall accumulate from year to year, if unused.
- c. **Vacation and Other Paid Leave.** Alaniz shall be entitled to twenty (20) paid vacation days during each school year. Alaniz shall be entitled to paid or unpaid leave in any other circumstances, other than vacation and sick leave in which paid or unpaid leave is required by state or federal law of

permitted by the Board's policy then in force for its administrative personnel.

- d. **Insurance Coverage.** The Board shall provide Alaniz and her eligible dependents coverage by the group health, dental, term life and long-term disability policies provided pursuant to the Board's policy establishing benefits for its administrative personnel. The Board agrees that it shall not have the right to decrease the amount of scope of coverage provided to Alaniz pursuant to this subparagraph without the written approval of Alaniz. Alaniz agrees that the selection of insurance carrier providing coverage shall be by the Board.
- e. **ISTRF Employee Contribution.** In addition to the other consideration provided to Alaniz, the Board shall make any contribution to the Indiana State Teacher's Retirement Fund that would otherwise be required to be paid by Alaniz. All gross wages paid to Alaniz shall be included in Alaniz's salary for purposes of the Indiana State Teachers Retirement Fund.
- f. **Auto Allowance.** The Board shall provide Alaniz with an automobile for her professional and local personal use. The automobile shall be maintained and insured to the Board at its expense. The Board shall also provide for all expenses incidental to such vehicle usage.
- g. **Business and Professional Expenses.** The Board shall reimburse Alaniz for appropriate business and professional expenses approved by the Board. Appropriate expenses shall include the costs of membership and participation in state and national professional associations of educational administrators, and expenses related to Alaniz's attendance at conferences and activities approved in advance by the Board.
- h. **Other Benefits.** Alaniz shall be entitled to all other benefits established by the Board for all administrative personnel. To the extent that benefits for other administrative personnel duplicate a benefit provided pursuant to this Addendum, the benefit provided by this Addendum shall be the benefit provided to Alaniz.

4. **DEFENSE AND INDEMNIFICATION FOR ACTS AS INTERIM SUPERINTENDENT.**

The Board agrees to provide Alaniz with legal counsel, selected and paid for by the Board, and to defend and indemnify and hold her harmless for all claims, demands and judgments arising out of the performance of the duties set out in the Contract, to the fullest extent permitted by law.

5. CANCELLATION.

In lieu of the cancellation provisions set forth in paragraphs 7 of the Regular Teacher Contract, the Contract between the Board and Alaniz may be cancelled under the conditions set forth in Indiana Code 20-28-8-7 and Indiana Code 20-28-8-8.

6. PREVIOUS CONTRACTS.

The parties mutually agree to cancel and terminate their existing teacher's contract and assistant superintendent addendum which shall be replaced by this agreement.

7. ENTIRE CONTRACT OF PARTIES.

The parties agree that each has had time to consider and understand the terms of the Contract, and that the Contract, therefore, contains all the agreed terms of employment of Alaniz by the Board and will not be modified, except in a written documents making specific references to the Contract and the specific provisions to be modified. Modifications to the Contract shall be approved by both parties in the same manner that the Contract was approved.

7. MISCELLANEOUS.

The terms of the Contract shall be construed and governed by the laws of the State of Indiana. The breach of any provision of this Addendum shall constitute a breach of the entire Contract. However, the waiver by any of the parties hereto of a breach by any of the parties shall not be a waiver by the non-breaching party of any subsequent breach of the breaching party. Moreover, the parties agree that each and every paragraph, sentence, term and provision of this Addendum shall be considered severable and that, in the event a court finds any paragraphs, sentence, term or provision to be invalid or unenforceable, the validity, enforceability, operation or effect of the remaining paragraphs, sentences, terms or provisions shall not be affected, and this Addendum shall be construed in all respects as if the invalid or unenforceable matter had been omitted.

AGREED this 13 day of January, 2017.

**Board of School Trustees:
by:**

Amanda K. Alaniz

President

Attest:

Secretary