

SUPERINTENDENT'S CONTRACT ADDENDUM

By mutual consent of the parties in the manner permitted by Ind. Code 20-28-8-6, this agreement ("Contract") alters the basic teacher contract for the employment of _____ as Superintendent by the Board of School Trustees of the Richland-Bean Blossom Community School Corporation.

1. Parties to this Contract and Definition of Terms.

The parties to this Contract are:

The "Superintendent" meaning _____; and the "Board" meaning the Board of School Trustees acting as the governing body of the Richland-Bean Blossom Community School Corporation ("RBBCSC").

The term "School Year" as used in this Contract means a period beginning on July 1 of one calendar year and concluding on June 30 of the following calendar year.

2. Employment of Superintendent and Terms of Employment.

The Board employs the Superintendent and the Superintendent agrees to be employed by the Board as the Chief Executive Officer of RBBCSC for an initial period beginning on October 22, 2018, and concluding on June 30, 2021, subject to the terms of this contract.

The Superintendent must notify the Board President in January of each School Year that the Superintendent's annual performance evaluation must be completed by March 15. The Board shall consider annual contract extensions in April of each School Year beginning in 2020, to the extent permitted by applicable law. The Superintendent shall notify the Board President by March 31 of each School Year that the Board should consider the Superintendent's annual contract extension in April.

3. Duties of the Superintendent.

The Superintendent and the Board agree that policy making is the responsibility of the Board and the operation and management of RBBCSC is 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 attached to and incorporated into this Contract as a material term. All applicable policies of RBBCSC, including but not limited to Policy 1230 - Responsibilities of the Superintendent are incorporated into this Contract as a material term.

The Superintendent agrees that his duties pursuant to this Contract represent full time employment and he will not accept outside employment, perform work as an independent contractor, or engage in any business pursuit involving his personal services, if any of these activities interfere with his performance of his duties as Superintendent. Such employment shall not commence until the Board approves it by majority vote at a public meeting.

The parties to this Contract further agree that the duties performed by the Superintendent pursuant to this Contract are unique to this position in RBBSC and the Superintendent will therefore not be transferred or reassigned by the Board to another position without his written consent.

The Superintendent agrees that at all times while he is employed pursuant to this Contract he will fully meet the minimum qualifications for the position of Superintendent as required by the Indiana Professional Standards Board.

4. Salary and Benefits.

As consideration for the performance of the duties and meeting the qualifications established by this Contract, the Board agrees that the Superintendent shall receive the following:

a. Salary

The Superintendent shall be paid an annual sum of \$130,000.00 for each School Year, subject to normal tax withholding, paid in equal installments on the regular pay schedule for RBBSC for its employees. For the partial School Year period of October 22, 2018, to June 30, 2019, the Superintendent shall receive a prorated portion of \$130,000.00 based on the number of days during the partial School Year (251 days) divided by 365 days.

b. Sick Leave

In each School Year, the Superintendent shall have available thirteen (13) paid days for personal illness or illness of the Superintendent's family. For the partial School Year period of October 22, 2018, to June 30, 2019, the Superintendent shall be entitled to nine (9) sick leave days. If unused, sick leave days shall accumulate from year to year, but shall not accumulate to exceed the cap of 185 days. Sick leave days that are not used that exceed the 185 day cap shall be forfeited by the Superintendent. Sick leave days are not intended as deferred compensation and are to be used only for personal or family illness. Sick leave days shall not be paid upon termination of the Contract.

The Superintendent shall be entitled to immediately transfer twenty-five (25) accumulated sick leave days that the Superintendent is currently entitled to from previous employment. Thereafter, the Superintendent may transfer twenty-five (25) sick leave days at the beginning of the second School Year of this Contract and fifty (50) sick leave days at the beginning of the third School Year of this Contract. Sick days may only be transferred if their use was restricted such that they were to be used only for personal or family illness.

c. Other Paid Leave

The Superintendent shall be entitled to two (2) days paid leave per School Year for the transaction of personal business or the conduct of personal or civic

affairs.

d. Insurance Coverage

The Board shall pay 80% of the annual cost for the Superintendent and his eligible dependents' coverage by the group health. The Superintendent shall be entitled to term life and long-term disability policies provided to teachers under the Master Teacher Contract.

e. ISTRF Employee Contribution

In addition to other consideration provided to the Superintendent by this paragraph of this Contract, the Board shall make any contributions to the Indiana State Teachers' Retirement Fund that would otherwise be required to be paid by the Superintendent.

All payments to the Superintendent subject to federal income tax shall be included in the Superintendent's compensation reported to the Indiana State Teachers' Retirement Fund.

f. Cellular Phone

In addition to the state salary, the Board shall pay the Superintendent fifty dollars (\$50) monthly as a cellular phone allowance. The Superintendent shall provide the cellular phone number to the Board for its use in contacting and communicating with the Superintendent. The Superintendent is required to have a reliable cellular phone for the completion of his duties. The Superintendent will pay the expenses for the cellular phone that exceed the allowance amount.

g. Residency requirement.

The parties agree that absent their agreement to the contrary, Indiana Code 20-28-10-13 prohibits the Board from requiring that the Superintendent reside within RBBCSC.

h. Business and Professional Expenses

The Board shall reimburse the Superintendent or pay for appropriate business and professional expenses. Appropriate expenses shall include mileage reimbursement for the business use of his personal auto at the current IRS rate for business mileage, the cost of membership and participation in state and national professional associations of school administrators, community organizations and expenses related to the Superintendent's attendance at conferences and activities.

i. Vacation Time

Superintendent will be entitled to twenty (20) days of paid vacation each School Year, which shall be taken at times not injurious to the harmonious operation of RBBCSC. For the partial School Year period of October 22, 2018, to June 30,

2019, the Superintendent shall be entitled to fourteen (14) days of paid vacation. Vacation days may not accumulate to exceed twenty (20) days. Vacation days that are not used that exceed the twenty (20) day cap shall be forfeited by the Superintendent. If the Superintendent desires to use more than ten (10) vacation days consecutively, he must first obtain Board approval. Unused vacation days, not to exceed the cap of twenty (20) vacation days are payable at the time of retirement or severance. Superintendent's paid holidays are: January 1 and one day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after Thanksgiving, and Christmas and one day.

j. Bereavement Leave

Bereavement leave of five (5) consecutive days shall be granted to the Superintendent in the event of death in the immediate family.

k. Death Benefit and Waiver of Notice.

In case of the death of the Superintendent, the Retirement Pay shall be to the beneficiary of record as recorded with the Indiana State Teachers Retirement Fund, provided all requirements except notification are met.

l. Other Benefits

The Superintendent shall be entitled to any other benefits including applicable retirement benefits established by the Board for all certified employees of the Board covered by the Master Teacher Contract, except that the Superintendent shall not be entitled to any other leave time except as provided in this Contract.

5. Defense and Indemnification for Acts in Performance of Duties.

The Board agrees to provide the Superintendent with legal counsel selected and paid for by the Board and to defend and indemnify and hold the Superintendent harmless for all claims, demands and judgments arising out of the performance of the duties set out in paragraph 3 of this Contract to the fullest extent permitted by law, provided that, this clause shall not be read to require provision of counsel to Superintendent in any dispute to which Superintendent and the Board or RBBCSC are adversaries.

6. Extension of the Length of this Contract.

Extensions of this contract shall be governed by Ind. Code pertaining to extensions. The current code citation is I.C.20-28-8-7 and 8.

7. Cancellation of this Contract.

The parties agree that this contract may be canceled in any of the following circumstances:

- a. The parties agree in a written agreement to cancel or terminate it. If the parties agree to mutually terminate the Agreement, the most the Board shall pay the Superintendent, as severance pay, is the lesser of one (1)

year's salary and benefits or one half of the salary and benefits due until the expiration of this Contract.

- b. Retirement of the Superintendent, notice of which shall be given at least six (6) months prior to the retirement date. The Board shall waive the six month notice requirement if the Superintendent elects to retire because of serious health problems. The Superintendent shall not be entitled to severance payment or any further payments or benefits under the Contract upon retirement, except for retirement benefits set forth in the Master Teacher Contract.
- c. The Superintendent provides the Board with at least thirty (30) days written notice of cancellation. The Superintendent shall not be entitled to severance payment or any further payments or benefits under the Contract if it is cancelled pursuant to this section.
- d. The Superintendent's contract may be cancelled for cause as provided by any statute stipulating cause for dismissal of permanent teachers or upon the Superintendent's conviction of a felony. Such cancellation shall follow the procedures prescribed by Indiana Code 20-28-8-7. The Superintendent shall not be entitled to severance payment or any further payments or benefits under the Contract if it is cancelled for cause.
- e. Death of the Superintendent.

8. Entire Contract of Parties.

The parties agree that this amendment to the Master Teacher 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. Both parties shall approve modifications to this Contract in the same manner that this Contract was approved.

If required for purposes of compliance with a standard or request of the State- Board of Accounts of the State of Indiana, the parties agree that they will execute one or more one-year or multi-year standard teacher contracts to implement the terms of this Contract.

9. Severability

This addendum is governed by the laws of the State of Indiana that apply to the terms and conditions of an employment contract between a public school corporation and its superintendent. If during the term of this Addendum any provision is voided by a court of law, the remainder of the Addendum shall continue in full force and effect.

10. Contract as a Public Record.

The parties agree that this Contract is a public record under the Indiana Public Records Law, Indiana Code 5-14-3, and Indiana Code 20-28-8 pertaining to administrator contracts generally.

This Contract is effective and deemed executed as of the __DAY OF _____, 2018.

SUPERINTENDENT

BOARD OF TRUSTEES

By:

President

Vice-President

Secretary

Member

Member