

**NINEVEH-HENSLEY-JACKSON UNITED SCHOOL CORPORATION**  
**SUPERINTENDENT'S CONTRACT**  
**ADDITIONAL TERMS**

These additional terms of contract are an addendum to the Regular Teacher's Contract between the governing body of the Nineveh-Hensley-Jackson United School Corporation (NHJ) and Superintendent.

**WHEREAS**, the governing body of the Nineveh-Hensley-Jackson United School Corporation desires to employ Dr. Timothy O Edsell as Superintendent of the Nineveh-Hensley-Jackson United School Corporation for the term of thirty-six (36) months commencing on the 1<sup>st</sup> day of July, 2014 through June 30, 2017, and,

**WHEREAS**, the governing body of the Nineveh-Hensley-Jackson United School Corporation and Dr. Timothy O Edsell (Superintendent) wish to identify with specificity the terms and conditions of said employment.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, NHJ and Dr. Timothy O Edsell now do agree as follows:

1. Dr. Timothy O Edsell shall be employed by NHJ as Superintendent for a term of thirty-six (36) months commencing on July 1, 2014. Superintendent shall provide services hereunder on at least two hundred sixty (260) days during each school year with the workday being 8.50 hours per day. Said two hundred sixty (260) days shall include vacation, sick, personal days and holidays. Superintendent's duties shall be to act as Superintendent of NHJ during the term of this agreement and to provide services as required by law, and as may be reasonably required of him by the governing body of NHJ. Superintendent agrees that at all times while he is employed pursuant to this agreement, he will fully meet all qualifications for the position of Superintendent, including, but not limited to, maintaining a license from the State of Indiana for the position of Superintendent.
2. Superintendent's salary shall be One Hundred Five Thousand Dollars (\$105,000.00) per year for the entire term of this agreement. Nothing herein contained shall prohibit NHJ and Superintendent from agreeing to a greater amount of compensation for years subsequent to the first year of this agreement.

In the event NHJ and Superintendent fail to reach an agreement as to additional compensation for the second or subsequent year, the salary for said second or subsequent year shall be equal to the salary for the prior year.


3. During the term of this agreement, Superintendent shall receive fourteen (14) paid vacation days each contract year. In addition, Superintendent shall receive fourteen (14) sick days and four (4) personal days per contract year. Superintendent will receive 8 paid holidays per year. Personal-leave days accumulated but unused prior to July 1<sup>st</sup> of any year shall be considered sick days for the succeeding year, Superintendent may bring up to 30 days per 5 year period served as an NHJ Superintendent with 10 of them being added to sick days immediately. Thirty days may be added every 5 years until 100% of their accumulated sick days from their former school corporation have been included. Accumulated sick days over 190 will be bought out at a flat rate of \$100.00 per day. This will be done on an annual basis and submitted to a 401A or similar plan.
4. Medical & Dental Insurance. NHJ will pay 100% of Superintendent's Family/Single Medical Insurance Premium (Plan 3 Very High Deductible) and Family/Single Dental Insurance Premium.
5. Health Reimbursement Account (HRA): Superintendent will be offered an HRA plan depending on choice of Family/Single Medical Plan.
6. Vision, Basic Life Insurance & Accidental Death and Dismemberment, and Long Term Disability. NHJ will pay all but One Dollar (\$1.00) each on vision, basic life insurance and ltd insurance. NHJ will provide basic life-insurance coverage for Superintendent in an amount equal to One Hundred Fifty Thousand Dollars (\$150,000.00).
7. Superintendent shall participate in the Indiana Teachers Retirement Fund, and NHJ shall make all contributions thereto on behalf of the Superintendent.
8. Superintendent shall be evaluated by the governing body of the Nineveh-Hensley-Jackson United School Corporation, based upon developed goals and achievement of those developed goals, annually on December 1<sup>st</sup>.

9. In addition to the salary stipulated herein, it is further agreed that Superintendent will be paid during the term of this Contract mileage at the IRS approved rate per mile for travel expenses as approved by the Board.
10. If allowed by the Indiana State Board of Accounts, actual expenses may be reimbursed if itemized and claimed. These expenses must represent the actual cost of necessary education and professional conferences, meeting, appearances, and trips outside the School Corporation, when authorized or required by the Governing Body of Nineveh-Hensley-Jackson United School Corporation. If approved in advance by the Governing Body of the Nineveh-Hensley-Jackson United School Corporation and permitted by the Indiana State Board of Accounts, the Corporation shall either pay or reimburse Superintendent for the costs of dues for memberships in professional organizations and the cost of subscriptions to professional publications, such as, but not limited to, *IAPSS*, *AASA* and *IASBO*.
11. Superintendent shall receive a monthly reimbursement not to exceed \$75.00 per month for use of personal cell phone for conducting NHJ business.
12. Superintendent shall be reimbursed up to \$2000.00 for one-time moving expenses.
13. Superintendent shall be covered on all existing policies of insurance now in force. This shall include, but not necessarily be limited to, professional liability insurance coverage, errors and omissions, and coverage's relating to administrators and the Governing Body for official acts. Furthermore, in the event a claim is made or suit is brought against Superintendent based upon things done or losses occurring during the course of and within the scope of Superintendent's employment as Superintendent for NHJ by a party other than NHJ, then NHJ will defend said claim and hold Superintendent harmless on any judgment entered thereon.
14. All requirements of IC 20-28-8-7 through IC 20-28-8-8 as now in existence or as may be hereafter amended shall apply regarding renewal, non-renewal, and/or termination of this Contract or any extensions, amendments, or modifications thereto.

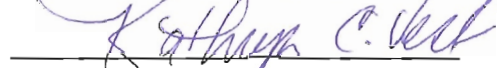
15. Retirement Bridge: For Superintendent to be eligible for teacher retirement – see teacher contract. To participate in the retirement bridge program a Superintendent must: (a) be at least fifty-five (55) years of age at the time of retirement (b) employed in an Administrative position for at least five (5) years at Nineveh-Hensley Jackson United School Corporation. Upon retirement total accumulated sick days will be bought out at a flat rate of \$100 per day. (c) Exceptions and conditions for eligibility of compensation pay:
- a. If an Administrator is dismissed or resigns in lieu of being dismissed because of immorality or behavior which the School Board determines amounts to the commission of a criminal offense, regardless of whether or not the Administrator is actually charged, prosecuted or convicted, the Administrator will not be eligible for compensation pay.
  - b. The Administrator must notify the School Board one year in advance before any benefits are payable. Failure to do this does not eliminate the compensation pay but a one-year notice is necessary due to budget and availability of funds. The Corporation may choose to spread out retirement payments over at least one year and may not exceed 5 years.
  - c. An Administrator may remain on the medical, dental and life insurance after retirement until reaching the age of 65 or Medicare eligible by paying 100% of the monthly premium set by the insurance trust. These monthly premiums must be paid in a timely manner.

This Contract is signed on May 21, 2014, goes into effect on July 1, 2014.

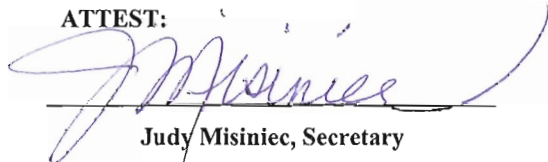
**SUPERINTENDENT OF THE  
NINEVEH-HENSLY-JACKSON  
UNITED SCHOOL CORPORATION**

  
Dr. Timothy O Edsell, Superintendent

**BOARD OF DIRECTORS OF THE  
NINEVEH-HENSLY-JACKSON  
UNITED SCHOOL CORPORATION**

  
Kathryn C Vest, President

**ATTEST:**

  
Judy Misiniec, Secretary

## AMENDMENT TO SUPERINTENDENT'S CONTRACT

WHEREAS, the Nineveh-Hensley-Jackson United School Corporation ("NHJ") is an Indiana public school corporation; and,

WHEREAS, the duly elected or appointed Board of School Trustees of NHJ, pursuant to law, acts on behalf of NHJ, and is authorized by law to employ a superintendent, and the Board of School Trustees did, on July 1, 2014, employ Dr. Timothy O. Edsell ("Superintendent") as Superintendent of NHJ pursuant to written Agreement ("Agreement"); and,

WHEREAS, NHJ and Superintendent now desire to amend the Agreement and, therefore, based upon the mutual promises, covenants and considerations contained in the Agreement and in this Amendment, NHJ and Superintendent agree as follows:

1. The Agreement shall be extended, to and including the 30<sup>th</sup> day of June, 2019.
2. Superintendent shall receive, as a performance stipend, based upon Superintendent receiving a highly effective rating and NHJ receiving an A-rating, for the school year 2014-2015, the sum of Three Thousand Dollars (\$3,000.00), payable on or before August 1, 2016.
3. For the school year 2015-2016 and thereafter, during the term of the Agreement amended pursuant to this Amendment, Superintendent shall receive, each year, an additional performance stipend as follows:
  - (a) If Superintendent is rated as effective, a performance stipend of Five Hundred Dollars (\$500.00);
  - (b) If Superintendent is rated as highly effective, a performance stipend of One Thousand Dollars (\$1,000.00);
  - (c) If NHJ receives an A-rating from the Indiana Department of Education, a performance stipend of Two Thousand Dollars (\$2,000.00);
  - (d) If any building within NHJ School District receives a 4-star rating from the Indiana Department of Education, a performance stipend of Five Thousand Dollars (\$5,000.00) for each building receiving a 4-star rating; and,
  - (e) If NHJ receives a national blue ribbon award from the United States Department of Education, a performance stipend of Seven Thousand Five Hundred Dollars (\$7,500.00).

The performance stipends provided for herein shall be cumulative. All performance stipends provided for herein shall be payable to Superintendent within thirty (30) days after receipt of confirmation that the event, award or rating entitling Superintendent to the



performance stipend, is received by NHJ. In the event that the rating criteria described herein to be used to determine whether a performance stipend should be awarded is changed, NHJ and Superintendent agree to further amend this contract to provide for appropriate performance stipends based upon any change in rating criteria or nomenclature.

4. So long as Superintendent continuously receives an effective or highly effective rating, the Agreement as amended pursuant to this Amendment will automatically renew for an additional one (1) year term on the date of confirmation of receipt by NHJ of the Superintendent's rating, without further amendment to the Agreement. In the event Superintendent fails to obtain an effective or highly effective rating, in any rating year, the Agreement, as amended pursuant to this Amendment, shall not thereafter automatically extend for an additional one (1) year term.

5. Commencing July 1, 2016, Superintendent shall receive a cell phone stipend in the amount of One Hundred Fifty Dollars (\$150.00) per month.

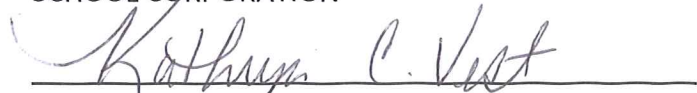
6. Commencing July 1, 2016, Superintendent shall be credited with an additional seven (7) days vacation.

7. Commencing July 1, 2016, Superintendent shall receive twenty-one (21) vacation days per year.


8. All other terms, conditions, rights and obligations contained in the Agreement, not specifically amended pursuant to this Amendment, shall remain in full force and effect.

This Amendment has been entered into by and between NHJ and Superintendent this 7<sup>th</sup> day of June, 2016.


NINEVEH-HENSLEY-JACKSON UNITED  
SCHOOL CORPORATION

  
Kathryn C. Vest, President  
Board of School Trustees

ATTEST:

  
Judy Misiniec, Secretary  
Board of School Trustees

SUPERINTENDENT

  
Dr. Timothy O. Edsell, Superintendent  
Nineveh-Hensley-Jackson United School Corp.

## SECOND AMENDMENT TO SUPERINTENDENT'S CONTRACT

WHEREAS, the Nineveh-Hensley-Jackson United School Corporation ("NHJ") is an Indiana public school corporation; and,

WHEREAS, the duly elected or appointed Board of School Trustees of NHJ, pursuant to law, acts on behalf of NHJ, and is authorized by law to employ a superintendent, and the Board of School Trustees did, on July 1, 2014, employ Dr. Timothy O. Edsell ("Superintendent") as Superintendent of NHJ pursuant to written Agreement ("Agreement"); and,

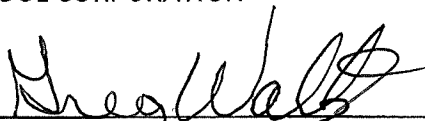
WHEREAS, on June 7, 2016, NHJ amended the Agreement; and,

WHEREAS, NHJ and Superintendent now desire to further amend the Agreement and, therefore, based upon the mutual promises, covenants and considerations contained in the Agreement and this Second Amendment, NHJ and Superintendent agree as follows:

1. Superintendent's annual salary for the period of July 1, 2017, through June 30, 2018, shall be One Hundred Thirty Thousand Dollars (\$130,000.00).
2. Superintendent's salary for the period of July 1, 2018, through June 30, 2019, shall be One Hundred Thirty-Five Thousand Dollars (\$135,000.00).
3. All other terms, conditions, rights and obligations contained in the Agreement and the Amendment to the Agreement dated June 7, 2016, not specifically amended pursuant to this Second Amendment, shall remain in full force and effect.

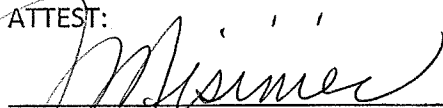
This Second Amendment has been entered into by and between NHJ and Superintendent this 14<sup>th</sup> day of November, 2017.

NINEVEH-HENSLEY-JACKSON UNITED  
SCHOOL CORPORATION



Greg Waltz, President  
Board of School Trustees

ATTEST:



Judy Misiniec, Secretary  
Board of School Trustees

SUPERINTENDENT



Dr. Timothy O. Edsell, Superintendent  
Nineveh-Hensley-Jackson United School Corp.

### **THIRD AMENDMENT TO SUPERINTENDENT'S CONTRACT**

**WHEREAS**, the Nineveh-Hensley-Jackson United School Corporation ("NHJ") is an Indiana public school corporation; and,

**WHEREAS**, the duly elected or appointed Board of School Trustees of NHJ, pursuant to law, acts on behalf of NHJ, and is authorized by law to employ a superintendent, and the Board of School Trustees did, on July 1, 2014, employ Dr. Timothy O. Edsell ("Superintendent") as Superintendent of NHJ pursuant to written Agreement ("Agreement"); and,

**WHEREAS**, on June 7, 2016, Superintendent and NHJ agreed to the First Amendment to the Agreement; and,

**WHEREAS**, on November 14, 2017, Superintendent and NHJ agreed to the Second Amendment to the Agreement; and,

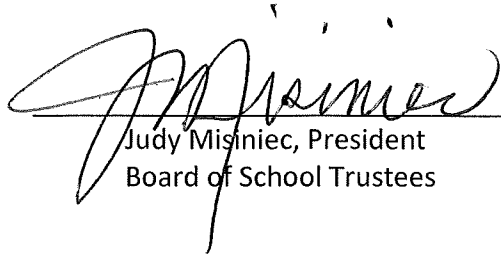
**WHEREAS**, NHJ and Superintendent now desire to further amend the Agreement and, therefore, based upon the mutual promises, covenants and considerations contained in the Agreement, the Amendments to the Agreement, and this Third Amendment to the Agreement, NHJ and Superintendent agree as follows:

1. NHJ shall purchase and maintain a ten (10) year term life insurance policy insuring the life of Superintendent in the amount of Three Hundred Thousand Dollars (\$300,000.00), with beneficiaries as determined by Superintendent. This obligation shall continue to be in full force and effect so long as Superintendent is employed as Superintendent for the Nineveh-Hensley-Jackson United School Corporation.
2. Superintendent shall receive a Three Thousand Dollars (\$3,000.00) one (1) year stipend to compensate Superintendent for extra work performed in connection with NHJ building projects, payable to Superintendent upon the date of the approval of this amendment or at such other time as requested by Superintendent.
3. Superintendent shall receive a One Thousand Dollars (\$1,000.00) stipend as provided for in Section 3 of the Amendment to Superintendent's Contract dated June 7, 2016, due to Superintendent being rated as highly effective.
4. All terms and conditions contained in Superintendent's Contract, the Amendment to Superintendent's Contract, and the Second Amendment to Superintendent's Contract, not specifically amended herein shall continue in full force and effect.

This Third Amendment has been entered into by and between NHJ and Superintendent this 10<sup>th</sup> day of March, 2020.

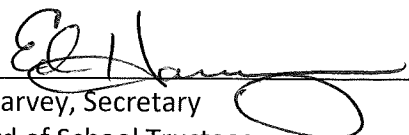


NINEVEH-HENSLEY-JACKSON UNITED  
SCHOOL CORPORATION




Judy Misiniec, President  
Board of School Trustees

ATTEST:



Ed Harvey, Secretary  
Board of School Trustees

SUPERINTENDENT



Dr. Timothy O. Edsell, Superintendent  
Nineveh-Hensley-Jackson United School Corp.

#### FOURTH AMENDMENT TO SUPERINTENDENT'S CONTRACT

**WHEREAS**, the Nineveh-Hensley-Jackson United School Corporation ("NHJ") is an Indiana public school corporation; and,

**WHEREAS**, the duly elected or appointed Board of School Trustees of NHJ, pursuant to law, acts on behalf of NHJ, and is authorized by law to employ a superintendent, and the Board of School Trustees did, on July 1, 2014, employ Dr. Timothy O. Edsell ("Superintendent") as Superintendent of NHJ pursuant to written Agreement ("Agreement"); and,

**WHEREAS**, on June 7, 2016, Superintendent and NHJ agreed to the First Amendment to the Agreement; and,

**WHEREAS**, on November 14, 2017, Superintendent and NHJ agreed to the Second Amendment to the Agreement; and,

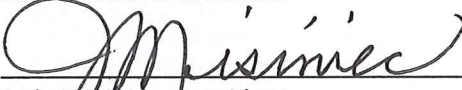
**WHEREAS**, on March 10, 2020, Superintendent and NHJ agreed to the Third Amendment to the Agreement; and,

**WHEREAS**, NHJ and Superintendent now desire to further amend the Agreement and, therefore, based upon the mutual promises, covenants and considerations contained in the Agreement, the Amendments to the Agreement, and this Fourth Amendment to the Agreement, NHJ and Superintendent agree as follows:

1. Superintendent shall receive a Five Thousand Dollar (\$5,000.00) one (1) year stipend for the 2020-2021 School Year to compensate Superintendent for extra work done in connection with addressing Covid-19 issues at NHJ. Superintendent shall receive the stipend on or before December 31, 2020.

This Fourth Amendment has been entered into by and between NHJ and Superintendent this 15<sup>th</sup> day of December, 2020.

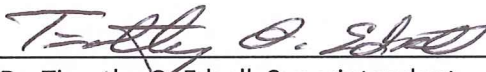
NINEVEH-HENSLEY-JACKSON UNITED  
SCHOOL CORPORATION

  
\_\_\_\_\_  
Judy Misiniec, President  
Board of School Trustees

ATTEST:

  
\_\_\_\_\_  
Ed Harvey, Secretary  
Board of School Trustees

SUPERINTENDENT

  
\_\_\_\_\_  
Dr. Timothy O. Edsell, Superintendent  
Nineveh-Hensley-Jackson United School Corp.

## **FIFTH AMENDMENT TO SUPERINTENDENT'S CONTRACT**

**WHEREAS**, the Nineveh-Hensley-Jackson United School Corporation ("NHJ") is an Indiana public school corporation; and,

**WHEREAS**, the duly elected or appointed Board of School Trustees of NHJ, pursuant to law, acts on behalf of NHJ, and is authorized by law to employ a superintendent, and the Board of School Trustees did, on July 1, 2014, employ Dr. Timothy O. Edsell ("Superintendent") as Superintendent of NHJ pursuant to written Agreement ("Agreement"); and,

**WHEREAS**, on June 7, 2016, Superintendent and NHJ agreed to the First Amendment to the Agreement; and,

**WHEREAS**, on November 14, 2017, Superintendent and NHJ agreed to the Second Amendment to the Agreement; and,

**WHEREAS**, on March 10, 2020, Superintendent and NHJ agreed to the Third Amendment to the Agreement; and,

**WHEREAS**, on December 15, 2020, Superintendent and NHJ agreed to the Fourth Amendment to the Agreement; and,

**WHEREAS**, NHJ and Superintendent now desire to further amend the Agreement and, therefore, based upon the mutual promises, covenants and considerations contained in the Agreement, the Amendments to the Agreement, and this Fifth Amendment to the Agreement, NHJ and Superintendent agree as follows:

1. The term of the Agreement shall be a five (5) year term commencing on July 1, 2021 and ending on June 30, 2026, with annual rollover based upon evaluation.

2. Superintendent's base annual salary is One Hundred Forty-Five Thousand Dollars (\$145,000.00). The increase is effective as of July 1, 2021.

3. Except as otherwise hereinafter adjusted, Superintendent shall receive as additional base salary, commencing on July 1, 2021, an amount equal to one hundred percent (100%) of the annual premium cost of family coverage in the School Corporation's Group Health Insurance Plan, Group Dental, and Group Vision insurance plans, (the "SRA Amount"), as in effect from time to time during the term of this Amended Contract. For any adjustment in the SRA Amount occurring during the term of this Amended Contract, an appropriate adjustment will be made in the subsequent SRA Amount otherwise to be paid to Superintendent. (Any subsequent adjustment in the SRA Amount may be attached as an exhibit to this Addendum, but the adjustment and its impact shall otherwise be determined by the Board.)

The SRA Amount shall be made available to Superintendent in the same manner that Superintendent's Base Amount is made payable to him. At Superintendent's election, the SRA Amount can be used to: (i) fund and pay through salary reduction contributions for any of the qualified benefits selected under a Code section 125 plan maintained by the School Corporation, (ii) make salary reduction contributions to Code section 403(b) and/or 457(b) plans, or (iii) paid as additional wages to Superintendent. However, unless and until Superintendent completes an applicable salary reduction agreement, the SRA Amount shall be paid throughout each fiscal year of the Amended Contract (the

"Contract Year") in installments directly to Superintendent less applicable income and employment tax withholdings.

It is intended that the Base Amount and the SRA Amount, which are described above, shall be: (i) included in Superintendent's "annual compensation" as defined in Indiana Code 5-10.2-4-3(c), (ii) used to determine the "average of annual compensation" as defined in Indiana Code 5-10.2-4-3(c), and (iii) otherwise reported to the Indiana State Teachers Retirement Fund as compensation for purposes of calculating Superintendent's retirement benefit.

4. During the term of the agreement, Superintendent shall receive eight (8) paid holidays per year. Personal leave days accumulated but unused prior to July 1<sup>st</sup> of any year shall be considered sick days for the succeeding year. Superintendent may transfer all of his remaining accumulated sick days from his previous school corporation. Accumulated sick days over one hundred ninety (190) days will be bought out at a flat rate of One Hundred Dollars (\$100.00) per day. This will be done on an annual basis and submitted to a 401A or similar plan.

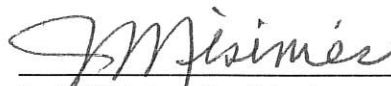
5. The effective date of this Agreement shall be July 1, 2021.

6. All other terms, conditions, rights and obligations contained in the initial Superintendent's Agreement and all Amendments thereto, not specifically amended pursuant to this Amendment, shall remain in full force and effect.

This Amendment has been entered into by and between NHJ and Superintendent this 14<sup>th</sup> day of December, 2021.

The complete Contract and Amendments to the Contract of the Superintendent will be available on the Nineveh-Hensley-Jackson United School Corporation's website and will be presented at the December 6, 2021 public hearing. After the hearing, the Board of School Trustees will consider the input and then it will consider the proposed contract as an agenda item for consideration at the Nineveh-Hensley-Jackson United School Corporation Board of School Trustees' public board meeting on December 14, 2021 at 6:00 p.m.

NINEVEH-HENSLEY-JACKSON UNITED  
SCHOOL CORPORATION




Judy Misiniec, President  
Board of School Trustees

ATTEST:

  
Greg Waltz, Secretary  
Board of School Trustees

SUPERINTENDENT



Dr. Timothy O. Edsell, Superintendent  
Nineveh-Hensley-Jackson United School Corp.