

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 1st 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 14th 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.