

**SECOND ADDENDUM TO REGULAR TEACHER'S CONTRACT
FOR SUPERINTENDENT OF SCHOOLS**

THIS ADDENDUM, is made and entered into in Union County, Indiana, this 13th day of February, 2023 to be effective immediately upon passage, by and between **UNION COUNTY COLLEGE CORNER JOINT SCHOOL DISTRICT** (hereinafter the "District"), a public school corporation reorganized and existing under the laws of the State of Indiana with principal offices at 107 N. Layman Street, Liberty, Indiana, by and through its Board of Trustees (hereinafter "Board"), and **JOHN EDGE** (hereinafter "Superintendent").

WHEREAS, the Board now needs and desires to employ a Superintendent to perform the duties of the District; and

WHEREAS, the Board and Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as a basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational programs of the District; and

WHEREAS, the parties have heretofore executed a First Addendum to Superintendent's Regular Teacher's Contract, and the parties now desire to execute a Second Addendum consistent with that which is set forth below; and

WHEREAS, Superintendent has consented to fulfill the duties of Superintendent of the District during the period of this agreement and in accordance with the terms and conditions set forth below:

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **Term of Contract** – Pursuant to this Addendum, and the underlying Regular Teacher's Contract upon which it is based, the Board employs Superintendent, and the

Superintendent accepts employment, as Superintendent of the District for a term commencing the 28th day of November, 2022, and ending on June 30, 2025, with said term to be automatically extended an additional one (1) year, as permitted by I.C. §20-28-8-6(b)(1), thereby concluding the term on June 30, 2026. The term of this agreement shall automatically extend for an additional two (2) year period if the Board or Superintendent fails to notify the other party in writing, delivered in person or by registered mail not later than January 1, 2025, the year the contract expires.

2. Duties of Superintendent - The Superintendent, in consideration of his employment and the salary and other sums and benefits to be provided to him by the Board, accepts said employment on the terms and conditions contained in this Addendum.

In consideration of the obligation and commitment of the parties, the Superintendent agrees to completely and faithfully serve the District as Superintendent of the District during the term of this Addendum, doing and performing the duties generally recognized as being the normal functions of a public school superintendent in the State of Indiana.

The Superintendent agrees that at all times while he is employed pursuant to this Addendum, he will fully meet the qualifications for the position of superintendent as required by the Indiana Professional Standards Board, including maintaining his superintendent's administrative license.

- a. He will act, on a full time basis, as the Chief Executive Officer of the governing body of the District.
- b. He will assume and faithfully perform all duties imposed upon the Superintendent of Schools applicable to the school corporation by the laws of the State of Indiana, the rules and regulations promulgated by the Board, by a Commission or other agency of the State of Indiana, and all other proper directives of the Board.
- c. The Superintendent agrees to, and shall, perform at a professional level of competency as required by this Addendum, state law, and the policies of the Board.

3. **SALARY AND BENEFITS** – So long as Board employs Superintendent as superintendent:

a. BOARD WILL PAY TO SUPERINTENDENT ON HIS BEHALF:

(i) Salary

During each of the contractual years, Superintendent will be paid according to the following salary schedule:

| <u>Contract Year</u> | <u>No. of Contract Days</u> | <u>Contractual Salary</u> |
|-----------------------------|------------------------------------|----------------------------------|
| 11/28/22 through 06/30/24 | 415 | \$183,558 ¹ |
| 07/01/24 through 06/30/25 | 260 | \$115,000 |
| 07/01/24 through 06/30/25 | 260 | \$115,000 |
| 07/01/25 through 06/30/26 | 260 | \$115,000 |
| 07/01/26 through 06/30/27 | 260 | \$115,000 |
| 07/01/27 through 06/30/28 | 260 | \$115,000 |

This annual salary shall be paid to the Superintendent on an equal installment basis during each year of such employment. The installment dates are to be commensurate with the installment payment dates applicable to other administrative employees of the District. It is mutually agreed that the salary provisions of this Addendum and the additional provisions may be adjusted by mutual consent of the parties at any time.

The Board shall, on at least an annual school calendar year basis (July 1 through June 30) and at such times as shall be reasonably agreed upon by Board and Superintendent, review the performance of Superintendent.

¹ Due to the fact that Superintendent's hire date is November 7, 2022 and IC 20-28-8-6 requires Superintendent's contract to be for a term of at least one year, the Superintendent's initial contract term will not end on June 30, 2023; but rather, June 30, 2024. As such, the contractual salary for the initial term is greater than the subsequent, shorter one-year terms. The parties acknowledge and agree that the Superintendent's salary for the typical two hundred sixty day term is \$115,000.00.

The Superintendent will be evaluated by the Board and rated using the same categories applied to teachers and other administrators: “highly effective”, “effective”, “improvement necessary” or “ineffective.” Like any certificated employee, any salary changes will be based upon performance.

The Board reviews the Superintendent’s salary and benefits no later than each June and may approve changes in base salary, contributions or allowances before July 1 of the next school calendar year of July 1 through June 30. Further, the Board determines what amount, if any, should be awarded under any performance-based pay provisions of the contract.

Any such subsequent increase in the stated compensation payable to Superintendent shall not be construed to create a new contract that would be subject to the minimum term and maximum term requirements as set forth in I.C. 20-28-8-6(b)(1), unless said adjustment shall expressly set forth such an extension of the contract term. The Board agrees to conduct and complete an evaluation of the Superintendent by no later than June 30 of each calendar year during the term of this Addendum. The Board and Superintendent shall mutually develop the instrument, methodology and standards to be used in that evaluative process, which shall be reviewed annually before June 30 of each calendar year.

(ii) Indiana State Teachers Retirement Fund

In addition to the annual salary, the Board shall contribute ten and one-half percent (10.5%) of the Superintendent’s annual salary as a part of the Superintendent’s annual salary to the Indiana State Teachers Retirement Fund, to be adjusted accordingly if his salary increases.

(iii) Business and Professional Expenses

Board agrees to provide the Superintendent membership in the Indiana Association of Public School Superintendents, IASBO, AASA, and ASCD and/or such other professional

organizations as Superintendent shall elect. Board shall cover or reimburse Superintendent for expenses incurred in professional development activities as, from time to time, determined by the Superintendent. Appropriate reasonable and customary business and professional expenses shall include 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 conference and activities. The superintendent shall be permitted to attend a national conference annually. Such out of pocket expenses shall be submitted on the itemized claim form approved by the Indiana State Board of Accounts and paid in the usual course of business after approval on the monthly accounts payable register.

b. BOARD WILL PAY FOR AND PROVIDE ON SUPERINTENDENT'S BEHALF:

(i) Insurance

aa) The Superintendent will be provided a maximum fixed dollar amount of \$25,356 to be applied toward a family health insurance plan offered by the School District. In addition, dental and vision insurance will be provided for the Superintendent and the Superintendent's family.

bb) The Board shall provide the Superintendent, at no cost to the Superintendent, a term life insurance policy with a face value equal to \$100,000.00.

(ii) Cell Phone

The Board shall provide to Superintendent a monthly stipend in the sum of \$50 to be utilized toward the cost of a personal cellular phone.

(iii) Annuity

The Board will pay into an annuity for the benefit of the Superintendent a total of two and one-half percent (2.5%) of the agreed upon annual salary set forth herein, to be adjusted accordingly if that salary increases as a guaranteed benefit.

(iv) Stipend

The Board will provide to the Superintendent a one-time stipend of \$3,500.00 as reimbursement for his moving expenses, which stipend shall be paid to Superintendent on his first paycheck following the execution of this Agreement.

c. SUPERINTENDENT SHALL BE ENTITLED TO:

(i) Sick Leave

Ten (10) sick days per contract year (July 1 through June 30). The Superintendent may use sick days for personal illness or that of immediate family members. The Superintendent will be allowed to accumulate sick days to a maximum of ninety (90) days.

(ii) Vacation

Twenty (20) days of vacation each school calendar year (July 1 to June 30). The Superintendent's vacation leave shall not accumulate or carry over for future school years. If all vacation days are not utilized in the year they are received then the Board will pay the Superintendent an amount equivalent to the Superintendent's daily salary rate per each unused day. Unused days do not carry over to the subsequent year.

(iii) Personal Days

Two (2) personal days each school calendar year (July 1 to June 30). Personal days shall not accumulate or carry over for future school years. If all personal days are not utilized in the year they are received then the Board will pay the Superintendent an amount equivalent to the Superintendent's daily salary rate per each unused day.

(iv) Short Term Disability

Disability compensation shall be paid to Superintendent in the event he is unable to perform his normal employment responsibilities because of a medical disability. The amount shall be paid based on Superintendent's per diem annual salary rate and shall continue until long-term disability coverage is available or for 90 days, whichever occurs first. Superintendent is not required to use available sick leave days during this short-term disability period.

(v) Recognized Holidays

The Superintendent shall be entitled to the same paid holidays as are provided to other twelve (12) month administrators of the District.

(vi) Other Administrative Benefits

aa. The superintendent's workday shall be eight (8) hours. The superintendent shall have the option of adjusting his arrival and dismissal.

bb. Superintendent may serve as an adjunct university professor, engage in consulting work, speaking engagements, writing, lecturing, and other

professional duties unrelated to his obligations under this Contract Addendum (“Outside Work”) only if such activities do not interfere with Superintendent’s performance in this position as Superintendent of the District. Superintendent shall utilize vacation or personal business days for the performance of any Outside Work. Any fees, stipends, honoraria, publication rights or royalties arising from such Outside Work shall be the property of Superintendent. In no case will the Board be responsible for the payment of expense attendant to the Superintendent’s performance of such outside activities.

cc. All other working conditions and benefits contained in the Master Teacher Contract between the Board and the District that are not inconsistent with what is set forth in this Addendum to Regular Teacher’s Contract for Superintendent of Schools.

4. **Termination** – This Contract may be terminated at any time during the Contract Term for cause, as permitted by applicable law of the State of Indiana. Nothing contained herein shall impair the right of the Board to terminate this Addendum (and Regular Teachers’ Contract upon which it is based) for cause under a statute that sets forth causes for dismissal of teachers pursuant to the terms, conditions and procedures set forth at IC 20-28-8-7 and elsewhere in the Indiana Code. Notwithstanding the foregoing, the Board agrees that under no circumstances may the Superintendent be reassigned within the District without the written consent of Superintendent.

This Contract may be terminated at any time during the Contract Term by the Superintendent. The Superintendent must provide the Board with thirty (30) days written notice prior to the requested date of the early termination of this contract, unless the termination of Superintendent is a result of a serious health issue or issues (in which case the written notice must be submitted as soon as is reasonably practical).

5. **Amendments** - Any of the provisions of this Addendum may be amended by the parties hereto in writing at any time during the term of this Contract if and when said parties mutually agree that any such amendments are necessary.

6. **Laws Governing Contract** - This Addendum is governed by the laws of the State of Indiana, and shall be subject to the provisions of any applicable state law concerning the terms and conditions of an employment contract between a public school corporation and its Superintendent. If, during the terms of this Addendum, any specific clause or provision thereof is determined to be illegal or in conflict with state or federal law, the illegal or conflicting provision shall be deemed void. The remainder of the Addendum shall not be affected and shall remain in full force and effect.

7. **Professional Liability and Indemnity** - Consistent with the provisions of IC 20-26-5-4(17), the Board agrees that it shall provide the Superintendent with legal counsel selected and paid for by the Board and shall defend, hold harmless, and indemnify the Superintendent from any and all liability, cost or damage in connection with his performance, as well as from any demands, claims, suits, actions and legal proceedings brought against the Superintendent in either his official or individual capacity, provided that the Board determines by resolution that said incident or claim arose while the Superintendent was acting within the scope of his employment and was taken in good faith. The Board's obligations hereunder shall not extend to instances wherein such liability, costs or damages are predicated upon claims arising out of bad faith actions taken by the Superintendent or is a claim or judgment based upon the Superintendent's criminal malfeasance in office or employment. This clause shall not be read to require provision of counsel to Superintendent in any dispute to which Superintendent and the Board are adversaries.

8. **Interpretation of Contract** - This Addendum shall be construed to be supplemental to and an addendum of that Regular Teacher's Contract to which this agreement shall be affixed.

9. **Saving Clause** - If, during the term of this contract it is found that a specific clause of the contract is illegal or otherwise unenforceable by a state or federal tribunal, then the remainder

of this contract shall not be affected by such a ruling and shall be given the full force and effect to which it would otherwise be entitled.

IN WITNESS WHEREOF, the parties have herein below set their signatures on this

13th day of February, 2023.

UNION COUNTY COLLEGE CORNER
JOINT SCHOOL DISTRICT

SUPERINTENDENT

By: Mary Eversole
Mary Eversole, President

By: John Edge
John Edge

By: Doug Gardner
Doug Gardner, Vice President

By: David Hofmann
David Hofmann, Secretary

By: Matt Snyder
Matt Snyder

By: Jerry Ashbrook
Jerry Ashbrook

By: Darrell Harvey
Darrell Harvey

By: Jessica Jones
Jessica Jones

By: Susan Kirkpatrick
Susan Kirkpatrick

By: Michele Hill
Michele Hill

End of "Addendum to Regular Teacher's Contract for Superintendent of Schools" consisting of nine (9) pages.

Superintendent Contract Second Addendum

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This Instrument Prepared By:
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