#### REGULAR TEACHER CONTRACT

Prescribed pursuant to Ind. Code 20-28-6-3 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 NINEVEH-HENSLEY-JACKSON UNITED SCHOOL CORP ("Corporation") and TIMOTHY O EDSELL TIMOTHY O EDSELL is a teacher as defined in Ind. Code 20-18-2-22. ("Teacher").

In exchange for the Teacher's services described below, the Corporation and the Teacher agree that:

- **JULY 1, 2019** 1. The Teacher shall teach in the schools of the Corporation for the school term, beginning and ending on JUNE 30, 2022 . Ind. Code 20-28-6-2(a)(3)(A)
- 2. The school term described in paragraph 1 immediately above for services under this Contract consists of 260.00 days. Ind. Code 20-28-6-2(a)(3)(B)
- 3. The number of hours per day the Teacher is expected to work under this Contract is 8.50. Ind. Code 20-28-6-2(a)(3)(E)
- 4. The Corporation shall pay the Teacher for services under this Contract the total salary of \$135,000.00 during the school year. Ind. Code 20-28-6-2(a)(3)(C)
- 5. The Corporation shall pay this amount in 26.0 installments on a biweekly basis. Ind. Code 20-28-6-2(a)(3)(D) Ind. Code 20-28-6-5(1)
- 6. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
- 7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this 16TH day of JANUARY , 2020.	
	School Corporation by:
Teacher · · ·	School Corporation by:
Testhe Edward	Judy a. Misiniec
	President // //
Attested:	
Tethy Elel	Ed Hawey
Superintendent	Secretary

#### REGULAR TEACHER CONTRACT

Prescribed pursuant to Ind. Code 20-28-6-3 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 NINEVEH-HENSLEY-JACKSON UNITED SCHOOL CORP ("Corporation") and TIMOTHY O EDSELL ("Teacher"). TIMOTHY O EDSELL 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 school term, beginning **JULY 1, 2018**, and ending on **JUNE 30, 2021**. Ind. Code 20-28-6-2(a)(3)(A)
- 2. The school term described in paragraph 1 immediately above for services under this Contract consists of 260 days. Ind. Code 20-28-6-2(a)(3)(B)
- 3. The number of hours per day the Teacher is expected to work under this Contract is 8.50. Ind. Code 20-28-6-2(a)(3)(E)
- 4. The Corporation shall pay the Teacher for services under this Contract the total salary of \$ \$135,000.00 during the school year. Ind. Code 20-28-6-2(a)(3)(C)
- 5. The Corporation shall pay this amount in 26 installments on a biweekly basis. Ind. Code 20-28-6-2(a)(3)(D) Ind. Code 20-28-6-5(1)
- 6. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
- 7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this 29th day of July	, 20 <u>19</u> .
Teacher	School Corporation by:
1-Sty O. Soles O	President
Attested:	Misiniec
Superintendent	Secretary

#### REGULAR TEACHER CONTRACT

Prescribed pursuant to Ind. Code 20-28-6-3 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 NINEVEH-HENSLEY-JACKSON UNITED SCHOOL CORP ("Corporation") and TIMOTHY O EDSELL ("Teacher"). TIMOTHY O EDSELL 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 school term, beginning JULY 1, 2017, and ending on JUNE 30, 2020. Ind. Code 20-28-6-2(a)(3)(A)
- 2. The school term described in paragraph 1 immediately above for services under this Contract consists of 260 days. Ind. Code 20-28-6-2(a)(3)(B)
- 3. The number of hours per day the Teacher is expected to work under this Contract is 8.50. Ind. Code 20-28-6-2(a)(3)(E)
- 4. The Corporation shall pay the Teacher for services under this Contract the total salary of \$ \$130,000.00 during the school year. Ind. Code 20-28-6-2(a)(3)(C)
- 5. The Corporation shall pay this amount in 26 installments on a biweekly basis. Ind. Code 20-28-6-2(a)(3)(D) Ind. Code 20-28-6-5(1)
- 6. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
- 7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this 14th day of December	, 20 <u>17</u> .
Teacher  1-Ale O. Elol	School Corporation by: President
Attested:	Misinic
Superintendent	Secretary

\*2018-2019 Salary \$135,000 \*2019-2020 Salary \$135,000

# 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 <u>Dr. Timothy O Edsell</u> 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. <u>Medical & Dental Insurance.</u> NHJ will pay 100% of Superintendent's Family/Single Medical Insurance Premium (Plan 3 Very High Deductible) and Family/Single Dental Insurance Premium.
- 5. <u>Health Reimbursement Account (HRA)</u>: Superintendent will be offered an HRA plan depending on choice of Family/Single Medical Plan.
- 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-HENSLEY-JACKSON UNITED SCHOOL CORPORATION

Kathryn C Vest, President

ATTEST:

Judy Misiniec, Secretary

## AMENDMENT TO SUPERINTENDENT'S CONTRACT

WHEREAS, the <u>Nineveh-Hensley-Jackson United School Corporation</u> ("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 <u>Dr. Timothy O. Edsell</u> ("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  $7^{th}$  day of June, 2016.

NINEVEH-HENSLEY-JACKSON UNITED

SCHOOL CORPORATION

Kathryn C. Vest, President

**Board of School Trustees** 

Musin

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:

- 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).
- 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

Board of School Trustees

Judy Misinjec, 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, Superintendant 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 Superintendant 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  $\underline{10^{th}}$  day of March, 2020.

# NINEVEH-HENSLEY-JACKSON UNITED SCHOOL CORPORATION

	Judy Misiniec, President
	Board of School Trustees
ATTEST:	
ATTEST.	
Ed Harvey, Secretary	
Board of School Trustees	
Board of School Hustees	
	CUREDINITENDENT
	SUPERINTENDENT
	Dr. Timothy O. Edsell, Superintendent
	Nineveh-Hensley-Jackson United School Corn