

## **SIXTH 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**, on December 14, 2021, Superintendent and NHJ agreed to the Fifth 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 Sixth Amendment to the Agreement, NHJ and Superintendent agree as follows:

1. 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 shall increase to the amount of One Hundred Fifty-Three Thousand Seven Hundred Dollars (\$153,700.00) effective July 1, 2022.

2. In addition, Superintendent shall receive a one-time stipend in the amount of Five Thousand Dollars (\$5,000.00) payable to Superintendent upon approval of this Sixth Amendment to Superintendent's Contract.

3. The effective date of this agreement shall be July 1, 2022.

4. 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 February, 2023.

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 January 30, 2023 public hearing. After the hearing, the Board of School Trustees will consider the input and then it will consider the proposed amendment as an agenda item for consideration at the Nineveh-Hensley-Jackson United School Corporation Board of School Trustees' public board meeting on February 14, 2023 at 6:00 p.m.

NINEVEH-HENSLEY-JACKSON UNITED  
SCHOOL CORPORATION

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Greg Waltz, President  
Board of School Trustees

ATTEST:

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Amy Woodrum, Secretary  
Board of School Trustees

SUPERINTENDENT

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