

Addendum to Regular Teacher's Contract for Superintendent

By mutual consent of the parties, in the manner permitted by Ind. Code 20-28-8-6, this Agreement (hereafter “Contract”) alters the basic teacher contract for the employment of (NAME) as Superintendent by the Metropolitan School District of Steuben County (“School District”).

Recitals

- A. The Board desires to obtain the knowledge and experience of and to employ (NAME) as Superintendent of the School District.
- B. School District desires to secure for itself the services of Superintendent, and Superintendent desires to be employed by School District.
- C. School District and Superintendent desire to enter into and to reduce to writing the terms of Superintendent’s employment by School District in accordance with Indiana statute, such terms to include, supplement, and modify, where applicable, the Regular Teacher's Contract entered into by the School District and Superintendent, as prescribed by Ind. Code 20-28-6.

NOW, THEREFORE, in consideration of the matters set forth in the Recitals and of the mutual promises hereinafter set forth, it is agreed as follows:

ARTICLE I

Parties to Contract/Definition of Terms

- A. “Superintendent,” which means: (NAME);
- B. “Board,” which means the Board of School Trustees acting as the governing body of the Metropolitan School District of Steuben County;
- C. “School year” as used in this Contract means a period beginning on July 1 of one calendar year and concluding on June 30 of the following calendar year; and
- D. “School District” as used in this Contract means the Metropolitan School District of Steuben County, an Indiana public school corporation organized as a community school corporation under the laws of the State of Indiana.

ARTICLE II

Terms of Employment and Extension

- A. The School District employs the Superintendent, and the Superintendent agrees to be employed by the School District as the chief executive officer of the School District for an initial period beginning on DAY, MONTH YEAR and concluding on June 30, 2024, pursuant to the terms and condition of this Contract (“Contract

Term”). The Superintendent shall provide services on two hundred and sixty (260) days during each full school year and a proportionate number of work days in the first partial school year. These working days shall be scheduled and worked in accordance with a written schedule of working days established by the Superintendent so as to insure the full and competent performance of the duties established in Article 3 of this Contract. The Superintendent shall submit a written document complying with this requirement to the Board in June of each school year for the following school year.

- B. The parties agree that the term of this Contract may be extended one (1) school year on July 1, 2024, and then each July 1 thereafter until June 30, 2029, if the Board votes or before the preceding December 30 to offer the Superintendent such a one (1) school year extension. All provisions other than the length of this Contract shall remain the same upon extension by operation of this Paragraph unless the parties specifically agree in writing to the modification of a term in addition to the modification of the length of this Contract. However, this contract may be extended no more than five (5) years beyond the initial ending date.

ARTICLE III
Duties of the Superintendent & Evaluation

- A. The Superintendent and the Board agree that policy making is the responsibility of the Board and the operation and management of School District is the responsibility of the Superintendent. The parties further agree that this division of responsibilities is consistent with and shall continue to be implemented consistent with the Indiana School Boards Association Code of Ethics for School Board Members, which is incorporated into this Contract as a material term.
- B. The parties to this Contract further agree that the duties performed by the Superintendent pursuant to this Contract are unique to this position in School District, and the Superintendent will therefore not be transferred or reassigned by the Board to another position or to perform additional duties without Superintendent’s written consent. Furthermore, Board shall furnish Superintendent with such facilities and services as are suitable for Superintendent to perform Superintendent’s duties adequately under this Agreement. Subject to budget limitations and Board approval, which shall not be unreasonably withheld, Superintendent may staff the office as Superintendent deems necessary to meet the responsibilities under this Agreement.
- C. Superintendent specifically agrees to perform his duties at a competent and professional level as required by contract, state law, and the policies established and adopted by the Board. The Superintendent agrees that at all times while he is employed pursuant to this Contract, he will fully meet the minimum qualifications for the position of Superintendent as required by the Indiana Professional Standards Board. These qualification standards include maintaining the license from the Division of Professional Standards of the Indiana Department of Education

required for the position of Superintendent. A failure to maintain such a license shall result in the cancellation of this Contract pursuant to Article VI (A) of this Contract.

- D. The Board shall conduct an evaluation of Superintendent on performance as superintendent of schools no less than thirty (30) days before the commencement of a new contract year and in sufficient time to evaluate the statutory requirement for considering any Contract increases in base salary.
- E. The Superintendent is generally expected to devote full attention to the Superintendent's duties to the School District and the Board pursuant to this Contract. However, the Superintendent may undertake consulting work, speaking engagements, writing, lecturing, or other professional duties and obligations provided that such activities do not interfere with the meeting of the Superintendent's responsibilities under this Contract.

ARTICLE IV
Salary and Benefits

As consideration for the performance of the duties of the position of Superintendent and meeting the qualifications established in this Contract, the Board agrees that the Superintendent's shall receive the following:

A. Base Salary

1. The Superintendent shall be compensated on an annualized base salary in the amount of \$139,880.00, which shall be paid in equal installments. The Base Salary may be increased by the School District but under no circumstance shall this Salary be reduced during the Term of this Contract. Superintendent shall be solely responsible for the payment of federal, state, and local taxes on Superintendent's income and amounts received under any benefit plan.
2. Increases in Base Salary shall be approved by the Board retroactive to the beginning of the school year for which the increase is applicable. Beginning July 1, 2022, if the Superintendent receives a rating of "Effective" or "Highly Effective" on the annual evaluation, the Superintendent shall receive a pay increase of the same dollar amount or percentage rate of that which is negotiated as a base salary increase for certified teacher employees during that school year. If a stipend is negotiated, the Superintendent would receive that same stipend. If there is no increase or stipend the Superintendent would not receive an increase or stipend. The Superintendent shall receive no increase or stipend for the 2021-2022 school year.

3. Any adjustment in Base Salary under this Paragraph shall constitute an amendment to this Contract and shall become a part thereof but shall not be considered a new agreement or an extension of the Contract.

B. Sick Leave: In each school year, the Superintendent shall be credited with 14 paid days for personal illness or illness of a member of the Superintendent's family. The Superintendent may use up to four (4) sick leave days each year in the same manner as a vacation day (*see* below). If unused, the Superintendent will be allowed to accumulate the same number of sick days as permitted under that sick leave plan by other administrative employees; however, these days will not be eligible for any payment under any circumstances other than as used for sick leave. The Superintendent shall have the option to immediately transfer up to one hundred and seventy-five (175) sick leave days accumulated in his prior employment; however, these days will not be eligible for any payment under any circumstances other than as used for sick leave.

C. Vacation Leave: In addition to the national recognized Holidays, twenty (20) vacation days per year which shall be granted to the Superintendent per school year and may be taken at the Superintendent's discretion, provided the Board has been notified at least fifteen (15) days in advance whenever the Superintendent is taking more than three (3) days at a time. The Board shall not pay the Superintendent any additional compensation for any vacation time which is not used prior to the end of a contract year or any earlier termination of employment, and any vacation time which is not used prior to the end of a contract year may not be used in any subsequent year.

D. Insurance Benefits

1. Health, Vision, and Dental Insurance Benefit: The Board shall pay all but \$1 of the annual premium of the Superintendent's choice of the health, vision, and dental plans available to other administrative employees of the School District.
2. Life Insurance. The Board shall pay the premium necessary to purchase a term life insurance policy on the life of the Superintendent for the face amount of \$279,760.00. Superintendent shall reimburse the Board the sum of \$1.00 per year. Superintendent shall designate the beneficiary of the same.
3. Long Term Disability. The Board shall purchase a long-term disability policy for Superintendent. The policy shall be for an amount which shall pay income to Superintendent equal to sixty-six and two-thirds percent (66 2/3%) of the Superintendent base salary and would commence payment on the 61st day of the Superintendent disability.

E. ISTRF Employee Contribution & Reporting to ISTRF

1. The School District will pay the Superintendent's three percent (3%) employee's share of retirement to the Indiana State Teachers' Retirement Fund for the period of time covered by the Contract.
2. In addition to the other compensation for his services as Superintendent provided to the Superintendent by this Contract, the Board shall make both the employer and employee contribution to the Indiana State Teachers' Retirement Fund (ISTRF) that would otherwise be required to be paid by the Superintendent. All payments to the Superintendent coming within the definition of "annual compensation" as defined in Ind. Code 5-10.2-4-3(c) shall be included in the Superintendent's compensation reported to the Indiana State Teachers' Retirement Fund. The parties agree that the amounts made available to the Superintendent as additional basic salary pursuant to Sub-Paragraph "Insurance Benefits", Sub-Paragraph titled "Deferred Compensation: Sections 401(a) Plan Contributions"; Sub-Paragraph titled "Auto Allowance"; and Sub-Paragraph titled "Business & Professional Expenses" shall be subject to state and federal taxes and, upon the approval of the Board's Legal Counsel, and shall therefore be included in the Superintendent's "annual compensation" as reported to the Indiana State Teachers Retirement Fund for purposes of the calculation of the Superintendent's "average of annual compensation" as defined at Ind. Code 5-10.2-4-3(b).

F. Deferred Compensation: Section 401(a) or 403(b) Plan Contributions

1. In addition to the other compensation and benefits provided to the Superintendent pursuant to this Contract, the Board shall provide additional dollars for tax deferred contributions for the Superintendent to retirement plan arrangements described in Section 401(a) or 403(b) of the Internal Revenue Code (the "Code") for each year of employment. In each school year of employment, the Superintendent shall be eligible to participate in and the Board shall make annual contributions into the existing 401(a) or 403(b) retirement plans according to the percentages made on behalf of other certified administrative employees.
2. The Board will make an additional contribution at the rate of 5% of Superintendent's salary into an existing plan as agreed to by the parties. The annual non-elective contributions will be contributed by the Board to a Code §401(a) or 403(b) defined contribution plan. The Board's contributions pursuant to this Sub-Paragraph for the initial school year will be made in December of the initial school year. For subsequent school years, the Board's contribution pursuant to this Sub-paragraph will be made in January of each school year for each school year. The investment of all

contributions pursuant to this Sub-Paragraph shall be made at the direction of the Superintendent. After the Board's contributions are made, the Superintendent shall be 100% vested in all elective deferrals and all non-elective deferrals.

- G. Business and Professional Activities:** The Board shall pay the annual dues for the Superintendent to be a member of the Indiana Association of Public-School Superintendents as well as the Superintendent's membership dues in the Indiana Association of School Business Officials (IASBO). Seminar fees shall be approved or submitted to the Board for approval.
- H. Basic Salary Allowance In lieu of Vehicle Allowance:** The Superintendent will receive a stipend of three hundred (\$300) per month as additional basic salary in lieu of an auto allowance, travel expense, or mileage reimbursement to compensate Superintendent for business use of Superintendent's automobile during the Contract Term. The Superintendent's automobile shall be owned, maintained and insured for business use by the Superintendent at his expense.
- I. Reimbursement for Travel Outside the District:** The Board will reimburse the Superintendent for all reasonable and necessary out-of-pocket travel expenses incurred by Superintendent in connection with travel outside of the boundaries of the School District in the course of performing the Superintendent's duties pursuant to this Agreement. The Board will reimburse the Superintendent in accordance with the School District's usual reimbursement policies and procedures.
- J. Benefits Provided to All Administrators:** The Superintendent shall be entitled to receive the benefit established by the Board for all administrative employees of the Board. To the extent that benefits for other administrative employees duplicate a benefit provided pursuant to this Contract, the benefit provided by this Contract shall be the benefit provided to the Superintendent.

ARTICLE V
Regular Teacher's Contract

In accordance with applicable Indiana authority, the School District and Superintendent hereby incorporate by reference all the provisions of the Regular Teacher's Contract, as executed by Superintendent and School District on the official form prescribed by the State of Indiana, for each applicable school year, setting forth the salary and schedule of installment payments for Superintendent for that school year, except those provisions which are not applicable to persons employed as Superintendent of a school corporation and except as modified in this Contract.

ARTICLE VI
Termination of Contract

A. Termination of Contract

This Contract may be terminated pursuant to I.C. 20-28-8-7, as follows:

- a. On any date, if the Board of School Trustees and the Superintendent mutually consent.
- b. Before the expiration date set forth in the Contract, if the Board terminates the contract for cause under a statute that sets forth causes for dismissal of teachers; or
- c. Upon the expiration of Contract.

ARTICLE VII
Defense and Indemnification

The School District shall defend, indemnify, and hold Superintendent harmless from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an agent or employee of the School District, in connection with any matter arising while the Superintendent was acting in good faith and within the scope of the Superintendent's employment, to the extent permitted by Indiana law. The defense and indemnification provisions contained in this Article VII shall not apply to any demand, claim, suit, action or legal proceeding initiated by the Superintendent, the School District, or the School Board related to any contest or dispute between the Superintendent and the School District or the School Board with respect to this Contract or Superintendent's employment hereunder.

ARTICLE VIII
Entire Agreement

The parties agree that each has had the opportunity to obtain the assistance of counsel in the process of negotiating and preparing the terms of this Contract, has had sufficient time to consider and understand the terms of this Contract, and that this Contract therefore contains all the agreed terms of employment of the Superintendent by the Board and will not be modified except in a written document making specific reference to this Contract and the specific provision to be modified. A modification to this Contract shall be approved by both parties in the same manner that this Contract was approved. To the extent that this Contract is inconsistent with the Superintendent's basic teacher contract, a prior Contract between the parties, or any other policy or benefit schedule of the Board, the terms of this Contract shall control.

ARTICLE IX
Contract as a Public Record

The parties agree that this Contract is a public record under the Indiana Public Records Law, Indiana Code 5-14-3, and Indiana Code 20-28-6-2 pertaining to teacher contracts generally.

ARTICLE X
Drafting and Construction of Contract

For purposes of the construction and interpretation of this Contract, both parties participated in the drafting of this Contract and neither party shall be considered the drafter of this Contract, or any particular language contained in this Contract. If, during the Contract Term, any specific clause or provision thereof is determined to be illegal or in conflict with law, the illegal or conflicting provision shall be deemed void. The remainder of the Contract shall not be affected and shall remain in full force and effect.

ARTICLE XI
Governing Law

The parties agree that this Contract shall be interpreted and governed by the laws of the State of Indiana.

ARTICLE XII
Notices

Any notice given pursuant to any provision of this Contract shall be in writing by (i) personal delivery, (ii) a nationally recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid to the party's address specified herein, or to the address that a party has notified to be that party's address for the purposes of this section. A notice given under this agreement will be effective on the other party's receipt of it, or if mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it. The following contact information is to be utilized for purposes of this Section:

To School District/Board:

Personal and Confidential

ATTN: Board President
c/o Metropolitan School District of Steuben County
400 South Martha Street
Angola, IN 46703

and

To Superintendent:

Personal and Confidential

Either party may, by giving written notice to the other party, change the address to which notice shall thereafter be sent.

ARTICLE XIII
Miscellaneous

The waiver by any of the parties hereto of a breach by any of the parties hereto shall not be a waiver by the non-breaching party of any subsequent breach of the breaching party. Moreover, the parties agree that each and every paragraph, sentence, term, and provision of this Contract shall be considered severable and that, in the event a court finds any paragraph, sentence, term, or provision to be invalid or unenforceable, the validity, enforceability, operation, or effect of the remaining paragraphs, sentences, terms or provisions shall not be affected, and this Contract shall be construed in all respects as if the invalid or unenforceable matter had been omitted.

Agreed this _____ th day of _____, 2021.

Superintendent

Board of School Trustees

By: FIRST LAST NAME

By: _____
Cory Archbold, Board President

attest:

[name]
MEMBER NAME