

ADDENDUM TO SUPERINTENDENT'S BASIC CONTRACT

This Addendum to the Superintendent's Basic Contract (hereinafter "Agreement") is made and entered by and between the Board of School Trustees of North Harrison Community School Corporation, (hereinafter "Board") for and on behalf of North Harrison Community School Corporation, an Indiana school corporation, (hereinafter "Corporation") and Dr. Lance A. Richards, (hereinafter "Superintendent").

WHEREAS, the Board desires to hire Dr. Lance A. Richards, as Superintendent of the Corporation, and Dr. Lance A. Richards, desires to obtain the opportunities of employment with the Corporation under the terms set forth in this Agreement;

WHEREAS, the Board and the Superintendent desire to fix the terms and conditions of employment;

NOW THEREFORE, in consideration of mutual benefits passing between the Board and the Superintendent, it is agreed as follows, effective this 1st day of July, 2017, by actions of the Board in public session on the ____ day of _____, 2017.

1. NATURE OF AGREEMENT: This Agreement is an Addendum to the Regular Teacher's Contract currently prescribed by the State Superintendent of Public Instruction for the State of Indiana for use with superintendents pursuant to Indiana Code §20-28-8 et seq., as amended, and used by the Corporation, the terms and conditions of which are incorporated by reference into this Agreement. This Agreement supplements the terms of the Regular Teacher's Contract, and except as otherwise indicated, all terms of this Agreement have the same definition as in the Regular Teacher's Contract. In the event of any inconsistencies between this Agreement and the Regular Teacher's Contract, the terms of the Agreement shall prevail over the terms of the Regular Teacher's Contract when in conflict.

2. TERM: The term of this Agreement shall be for a period beginning on July 1, 2017, and expiring on June 30, 2020 (hereinafter "Term"), subject to the conditions set forth in this Agreement. Superintendent is expected to work Monday through Friday each week, Fifty-two (52) weeks (a total of Two Hundred Sixty (260) days) per contract year. The use of the words "annual" or "contract year" shall refer to the period of July 1 through June 30 of the following year. This Agreement shall automatically be extended for an additional Three (3) year period beginning on July 1, 2020, and expiring on June 30, 2023, (hereinafter "Renewal Term"), unless a party provides written notice to the other party by January 1, 2019, of the intent not to renew this Agreement upon the terms outlined herein. This Agreement shall continue to be automatically extended for additional Three (3) year periods after expiration of the Renewal Term, beginning July 1, 2024, (hereinafter "Subsequent Renewal Term") unless a party provides written notice to the other party by January 1 of the year prior to the expiration of the Renewal Term or Subsequent Renewal Term, of the intent not to renew this Agreement upon the terms outlined herein. All extensions of this Agreement shall be agreed upon by the parties in writing

and in accordance with the provisions of Indiana Code governing Superintendent Contracts and Addendums.

3. EMPLOYMENT: It is the intent of the parties that the Superintendent shall serve as superintendent of the Corporation throughout the Term of this Agreement and any extension thereof. The Superintendent and Board agree that the duties to be performed by the Superintendent are unique to the position of employment and that the Board will not transfer or reassign the Superintendent to a different position of employment during the term of the Agreement without the written consent of the Superintendent.

4. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES:

A. Certification: Superintendent shall hold a valid superintendent's administrative license certificate issued by the State of Indiana and shall fully meet the minimum qualifications for the position of superintendent as required by the Indiana Professional Standards Board throughout the Term of this Agreement and any extension thereof.

B. Responsibilities/Duties: Superintendent agrees to completely and faithfully serve the Board as superintendent of Corporation, doing and performing the duties generally recognized as being the normal functions of a public school superintendent in the State of Indiana. Superintendent agrees to perform at a professional level of competency as required by this Agreement, state law, and the policies of the Board of the Corporation. Superintendent shall have the full responsibilities of the superintendent of the Corporation's executive office, including but not limited to: (1) the organization, re-organization and arrangement and assignment of the duties of the administrative, supervisory, teaching staff, non-certified staff and independent bus contractors in a manner that best serves the interest of the Corporation; (2) the responsibility for all general matters pertinent to business affairs, construction, teacher selection, placement, and transfer of teachers and administrative personnel; provided, that in the exercise of such authority and responsibilities, the Superintendent shall consult with and secure the approval of the Board of the Corporation. The Superintendent shall execute all duties and responsibilities as established by the Board. The responsibilities of the Superintendent include all duties that may be prescribed by the Board, by Indiana law, and/or order of the Indiana Superintendent of Public Instruction. Superintendent shall comply with any and all policies of the Board, Indiana statutes, and the directives of the Indiana Department of Education.

C. Outside Activities: Superintendent shall devote his full time, attention and energy to the business of the Corporation and the Board and shall not engage in outside work activities without notifying the Board of the nature of the planned activity.

5. PROFESSIONAL DEVELOPMENT/GROWTH OF SUPERINTENDENT: The Board encourages the continuing professional growth of the Superintendent through his participation in:

- A. The operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations;
- B. Seminars and courses offered by public or private educational institutions;
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform his professional responsibilities to the Corporation;
- D. Advisory committees to the Indiana Department of Education.

The Board will pay for necessary fees, tuition and for necessary travel and subsistence expenses in an amount that does not exceed Three Thousand Dollars (\$3,000.00) per year. The Board may approve the payment of additional expenses upon request by the Superintendent.

6. COMPENSATION: The Board will pay the following for the Superintendent or on his behalf:

A. Salary: The Superintendent's annual base salary (hereinafter "Salary") shall be paid at an annual rate of One Hundred Twenty-five Thousand Dollars (\$125,000.00). The Superintendent's Salary shall be paid to the Superintendent in installments in accordance with the schedule of salary payments in effect for other certified school employees. The Superintendent and Board agree that the Salary shall remain the same throughout the Term of this Agreement, and that Superintendent will not be paid less than the Salary set forth herein. Nothing in this Agreement prevents the Board from reviewing the Salary of the Superintendent on an annual basis for the purpose of increasing the Salary. Any adjustment to the Salary during the Term of this Agreement shall be in the form of an amendment and will be deemed part of this Agreement.

B. ISTRF Employee Contribution: The Corporation shall pay the Corporation's required contribution and any contribution to the Indiana State Teacher's Retirement Fund that would otherwise be required to be paid by Superintendent on the same terms as such ISTRF payments are provided to other Corporation administrators. All payments to the Superintendent subject to federal income tax and the Superintendent's contribution to the Indiana State Teachers Retirement Fund shall be included in the Superintendent's salary for purposes of the Indiana State Teachers Retirement Fund.

C. Annuity, Section 403(b) Plan: The Board shall provide the Superintendent with the benefit of a Section 403(b) Plan or equivalent, and compensation payments into such plan on the same terms as provided to other Corporation administrators during the Term of this

Agreement. The Board shall contribute an amount equivalent to the amount contributed to the Plan by the Superintendent, as a match to the Superintendent's contributions.

D. Annuity, Section 401(a) Plan: The Board is required to provide the Superintendent with the benefit of a Section 401(a) Plan, or equivalent, and compensation payments into such plan on the same terms as provided to other Corporation administrators during the term of this Agreement.

E. Technology Allowance: The Superintendent shall be required to maintain a cellular telephone with voicemail and electronic mail capabilities during the Term of this Agreement. The Corporation shall provide the Superintendent with a stipend in the amount of One Hundred Dollars (\$100.00) per month during the Term of this Agreement to cover the cost associated with maintaining cellular telephone service.

7. VACATION AND OTHER BENEFITS: The Board will pay for and provide the following to the Superintendent:

A. General Benefits: Superintendent shall be entitled to all the benefits which are generally applicable to all twelve (12)-month employees and administrative employees of Corporation as incidents of their employment relationship with the Board, including but not limited to, holidays, vacation and illness benefits and leaves, health insurance, life insurance, dental insurance, vision insurance, disability insurance, and other administrative employee benefits. In addition to the generally applicable administrative benefits, Superintendent shall also be entitled to such other benefits as set forth in this Agreement.

A-1. Outline of General Insurance Benefits: Based upon Corporation's current, general benefits to administrators, insurance plans available to the Superintendent include the following types of insurance at the following approximate level of annual premium contribution by the Superintendent as a covered employee: (1) Life Insurance (\$50,000.00) – No Premium; (2) Long-term Disability Insurance (Benefit as provided by terms of insurance plan) – No Premium; (3) Dental/Vision Insurance Plan – No Premium; (4) Group Medical Insurance Plan (Healthcare for employee, spouse and/or family) – No Premium. All the insurance benefits are subject to change and applicable Corporation policies and all the terms and conditions of the benefit policies and plans. If the Superintendent retires from the Corporation after attaining the age of Fifty-five (55) years and eligibility for the Indiana State Teachers Retirement Fund, the Board agrees the Superintendent and/or eligible dependents may continue to participate in the Corporations' Group Medical Insurance Plan and the Corporation will pay the entire premium for the coverage until the Superintendent and the Superintendent's spouse are eligible to enroll for Medicare benefit coverage. (The Superintendent's original hire date was prior to 2000 and the Superintendent was not included in the certified staff insurance buy-out implemented by the Corporation. The right to continue receiving coverage under the Corporations' Group Medical Insurance Plan at no cost to the Superintendent reflects the level of benefits provided to other administrative employees hired prior to the year 2000.)

A-2. Outline of General Vacation and Leave Benefits: Based upon Corporation's current, general benefits to administrators, the following types of leave are available to Superintendent: vacation, illness, bereavement and personal. Superintendent shall be entitled to Thirty (30) days of vacation time, Ten (10) days of sick leave, Five (5) days of personal leave, and bereavement leave as provided by Master Teacher Contract, each contract year. All the Leave Benefits are subject to change as well as applicable Corporation policies, and all terms and conditions of the leave policies or plans.

B. Professional Memberships: The Corporation shall pay the Superintendent's membership charges and expenses for the following professional education organizations: Indiana Association of Public School Superintendents (IAPSS); National School Board Association (NSBA); Association for Supervision and Curriculum Development (ASCD); Phi Delta Kappa International (PDK); The School Superintendent's Association (AASA); The Southern Hills Study Council, and any other professional groups in which the Board determines it is necessary to maintain memberships in or to maintain and improve Superintendent's professional skills.

C. Accumulated Sick Leave and Personal Leave Upon Retirement: Superintendent shall be entitled to accumulate up to One Hundred Ninety-five (195) days of sick leave and personal leave, which shall include all accumulated sick leave and personal leave the Superintendent acquired as an employee of the Corporation prior to being hired as Superintendent and all sick leave and personal leave acquired after Superintendent enters this Agreement. Upon the retirement of the Superintendent, the Corporation will pay the Superintendent Eighty Dollars (\$80.00) per day for each of the Superintendent's unused accumulated sick leave and personal leave. The Corporation will make a lump sum payment for the Superintendent's unused sick leave and personal leave within thirty (30) days of the Superintendent's retirement date.

D. Annual Buyout of Sick Leave and Personal Leave: In the event the Superintendent accumulates sick leave and personal leave in excess of One Hundred Ninety-five (195) days during a contract year, the Corporation agrees to contribute Eighty Dollars (\$80.00) per day for each day in excess of One Hundred Ninety-five (195) days, to the Superintendent's Annuity, Section 403(b) Plan. Payment to the Superintendent's Annuity, Section 403(b) plan shall be determined as of June 30 of the contract year and the Corporation's payment into the Superintendent's Annuity, Section 403(b) plan shall be made within thirty (30) days of June 30 of the contract year.

8. BUSINESS EXPENSES: The Board shall pay or reimburse Superintendent for reasonable expenses incurred by the Superintendent, and approved by the Board, in the Superintendent's continuing performance of his duties under the terms of this Agreement. The business expense reimbursement shall include an amount for mileage incurred by Superintendent in the performance of his duties under the terms of this Agreement, at the rate per mile established on an annual basis for school employees for business travel within and outside school district for use of personal vehicles. The Superintendent shall document all expenses by

explanation of purpose and fund account. Corporation-related business activities include activities in which the primary involvement of the Superintendent is the immediate business of Corporation.

9. PROFESSIONAL LIABILITY: The Corporation agrees that it shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in his individual capacity while discharging his responsibilities as an employee of the Corporation, provided the incident arose while Superintendent was acting within the scope of his employment and as such liability coverage is within the authority of the Board under the laws of the State of Indiana. In any case, individual Board members will not be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions, and legal proceedings. The Corporation shall not, however, be required to pay Superintendent's attorney fees or any costs of any legal proceedings in the event the Corporation and Superintendent have adverse interest in such litigation.

10. EVALUATION BY BOARD: The Board shall evaluate the performance of the Superintendent each contract year during the Term of the Agreement, shall prepare a written evaluation and shall provide a copy of the evaluation to the Superintendent. The annual evaluation shall be conducted by the Board in accordance with the provisions of all applicable laws of the State of Indiana. A copy of the evaluation shall be placed in the Superintendent's personnel file. The evaluation shall be conducted during an executive session of the Board. If the Board determines that the performance of the Superintendent is ineffective under the terms of this Agreement, the Board shall describe in detail the specific instances of unsatisfactory performance and shall include an improvement plan developed pursuant to Indiana law. The Superintendent shall have the right to prepare and submit a written response to the Board's written evaluation and the response shall be included in the Superintendent's personnel file.

11. TERMINATION: This Agreement may be terminated only at the following times and only upon the following conditions:

A. Mutual Agreement: This Agreement may be terminated on any date upon the written mutual agreement of the Board and the Superintendent, and in that event, neither party shall have any obligations to the other party after the date of termination.

B. Termination by Board "For Cause:" The Board may terminate this Agreement at any time in accordance with the procedures of applicable law, including Indiana Code §20-28-8 et seq, as amended, and for cause or on grounds provided by law. If the Board terminates this Agreement during its Term by process provided in applicable law, all obligations of the Board to make further payments and/or to provide any other compensation or consideration hereunder shall cease as of the end of the month in which such termination occurs.

C. Notice of Termination Upon Expiration: This Agreement may be terminated at any time during the Term as provided herein in accordance with applicable law. Further, termination of this Agreement on and effective as of the expiration of the Term stated herein shall be upon notice as provided by law. Applicable law includes Indiana Code §20-28-8 et seq., as amended.

12. WAIVER OF BREACH OR ESTOPPEL: The failure of the Board to enforce any breach of this Agreement by the Superintendent shall not act as a waiver or any subsequent breach or an estoppel to enforce any subsequent breach by the Superintendent. The failure by the Superintendent to enforce any breach of this Agreement by the Board shall not act as a waiver of any subsequent breach or an estoppel to enforce any subsequent breach by the Board.

13. MISCELLANEOUS PROVISIONS:

A. Notice: Any notice required or permitted to be delivered hereunder, shall be deemed received when personally delivered or sent by United States Mail, postage pre-paid, certified and return receipt requested, addressed to the Board or Superintendent at the address set forth below:

Board:
Board of School Trustees
North Harrison Community School Corporation
1260 Highway 64 NW
Ramsey, Indiana 47166

Superintendent:
Dr. Lance A. Richards
14095 N. Martin Mathis Road NE
Palmyra, Indiana 47164

B. Governing Law & Venue: This Agreement 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 an Indiana public school corporation and its superintendent. The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Indiana and any litigation arising as a result of this Agreement shall be brought in Harrison County, Indiana. The parties hereby consent to the venue in the Courts of Harrison County, Indiana.

C. Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held by a court or government agency of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

D. Attorney Fees: If either party shall be compelled to employ an attorney to enforce this Agreement, the non-defaulting party shall be entitled to recover from the other party

all of such party's costs and expenses, including reasonable attorney fees and expenses, incurred by the party in the effort to enforce the terms of the Agreement.

E. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

F. Additional Contracts: If required for the purpose of compliance with a standard or request of the State Board of Accounts or any other laws of the State of Indiana, the parties agree to execute One (1) or more One (1) year or multi-year Regular Teacher Contracts to implement the terms of this Agreement.

G. Mutual Drafting of Agreement: This Agreement is the result of the mutual negotiation by the Board and Superintendent. For purposes of construction and interpretation of the provisions of this Agreement, neither party shall be deemed the drafting party of the Agreement or any particular language contained in the Agreement.

H. Public Record: This Agreement is a public record under the provisions of the Indiana Public Records Act, Indiana Code §5-14-3, and Indiana Code §20-28-6-2.

I. Entire Agreement: This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof and cannot be modified without the written consent of both parties.

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IN WITNESS WHEREOF, the Board and Superintendent have executed this Agreement this ____ day of _____, 20____.

Corporation:

Superintendent:

President

Printed Name: Dr. Lance A. Richards

Vice-President

Secretary

Board Member

Board Member

This Document Prepared By:
Marcus M. Burgher IV #19288-31
BURGHER & BURGHER, PC
200 North Elm Street
Corydon, Indiana 47112
(812) 738-4505