

Addendum to Regular Teacher's Contract for Superintendent

This Addendum made and entered into this ___ day of _____, 2024, by and between the Merrillville Community School Corporation ("Corporation") and _____ ("Superintendent") replaces any previous addendum and supersedes any Regular Teachers Contract language contrary to the provisions and language contained in this addendum.

The School Corporation and the Superintendent hereby mutually agree to the following terms which shall supplement the terms set forth in the Regular Teacher's Contract executed on the ___ day of _____, 2024 by the School Corporation and the Superintendent.

1. For the period July 1, 2024, through June 30, 2027, the School Corporation shall pay Superintendent an annual contract salary of \$187,000.00 (Base Salary). In addition to the annual contract salary, the Superintendent shall receive \$3,000.00 for professional dues, memberships, civic participation, and other related expenses. In addition to the annual contract salary, the School Corporation shall annually make an employer contribution equal to 12% of the Superintendent's Base Salary, not to exceed IRS limits, into the School Corporations 403(b) plan.

2. After the initial three (3) year contract term, unless written notice otherwise is given by one party to the other party prior to January 1, 2027, this Addendum will be automatically extended for up to an additional three (3) year term. By mutual agreement of the parties, this Agreement can be extended for up to five (5) years at any time.

3. The parties agree that the Superintendent shall provide services on two hundred sixty (260) days per contract year.

4. In light of the unique nature of the professional duties of the Superintendent of Schools, the School Corporation shall pay the Superintendent \$750.00 per month as reimbursement for his business use of an automobile. The reimbursement for his business use of an automobile shall be paid as a lump sum payment of \$9,000.00 annually on June 30, of each year of this contract. The automobile shall be owned, maintained, and insured for business use by the Superintendent at his expense.

5. The School Corporation shall pay the Superintendent a reimbursement of \$150.00 per month for his business use of his cellular phone. The reimbursement shall be paid as a lump sum payment of \$1,800.00 annually by June 30, of each year of this contract.

6. In lieu of Health, Vision, and Dental insurance "Health Coverage", the School Corporation shall pay the Superintendent an annual stipend of a) \$15,610.00, or b) the sum of

\$13,740 plus 1% of the Base Salary, whichever is greater. If the Superintendent elects to take Health Insurance Coverage, he would not be eligible for this stipend.

7. The Superintendent will receive the same percentage base salary increase, if any, as provided to teachers. If teachers receive a fixed increase in base salary, the Superintendent shall also receive that increase.

8. The School Corporation shall pay the insurance premiums for Three Hundred Fifty-Thousand Dollars (\$350,000.00) of group term life insurance for the Superintendent.

9. The School Corporation shall pay on the Superintendent's behalf an amount equal to the Superintendent's required Indiana State Teachers' Retirement Fund (TRF) contribution into TRF.

10. The School Corporation shall grant the Superintendent sixty-two (62) sick leave days earned in the previous position of Assistant Superintendent.

11. The School Corporation shall grant the Superintendent twenty-five (25) days of vacation time annually. Vacation days are to be used within the contract year July 1 to June 30. An extension of the use of unused vacation days after June 30, shall be granted with the approval of the Board President. Unused vacation days will accumulate as sick leave days.

12. The School Corporation shall grant the Superintendent no less than six (6) personal leave days per year. Any unused days shall be transferred to sick leave days.

13. The School Corporation shall grant the Superintendent no less than seven (7) family illness days per year. Any unused days shall be transferred to sick leave days.

14. The School Corporation shall compensate the Superintendent at his retirement for unused sick leave days and personal leave days accumulated during his career in the amount of \$100.00 per unused sick leave days and personal leave days. Payment for unused sick leave days and personal leave days shall be made as follows: Within 30 days of his retirement or separation from the School Corporation. Upon separation or retirement, the Superintendent shall be paid his daily rate for any unused vacation days.

15. Payment for the retirement benefits will be paid prior to June 30, the year in which the Superintendent retires. Effective July 1, 2024, the School Corporation shall compensate the Superintendent at his retirement at the rate of \$400.00 per year of service as Assistant Superintendent and Superintendent of the Merrillville Community School Corporation.

16. The School Corporation shall pay all reasonable expenses for the Superintendent to attend state and national educational conferences to enhance his professional skills and knowledge as approved in advance by the Board. The Board agrees to pay for institutional memberships for educational professional organizations or membership fees for professional organizations that the Superintendent desires to join (e.g., Indiana Association of Public-School Superintendents - IAPSS, American Association of School Administrators - AASA, Indiana Association of School Business Officials – IASBO, Association for Supervision and Curriculum Development – ASCD) and which are approved by the Board.

17. The Superintendent shall be entitled to all the retirement fringe benefits contained in the Merrillville Community School Corporation Administrator Policies and Fringe Benefits policy adopted by the Board of School Trustees and the same is incorporated into this contract addendum in its entirety by this reference.

18. The School 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 or in his official capacity as agent and employee of the School Corporation, provided the incident arose while Superintendent was acting within the scope of his employment except that, in no case, will individual Board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions and legal proceedings. The above indemnification shall not apply to any activity of the Superintendent that is found to be wanton and willful misconduct on the part of the Superintendent.

19. The parties also agree that the Board may, without cause, at its option, and by a minimum of one hundred (100) days' notice to Superintendent, unilaterally, or with the concurrence of the Superintendent, terminate this contract. In the event of such termination, the School Corporation shall pay to Superintendent, as severance pay, the sum of one year's Base Salary. If, for any reason, the remaining term of the Superintendent's contract is less than one year, the Board shall pay as severance pay an amount equal to the balance of the Base Salary owed under the remaining term of the contract.

20. If, during the term of this contract, it is determined by a court of law that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

IN WITNESS WHEREOF, the School Corporation has caused this Employment Contract Consisting of the Regular Teachers Contract of this Addendum to be approved on its behalf of a duly authorized officer, and the Superintendent has approved this Employment Contract effective on the day and year specified in Paragraph 1 above.

SUPERINTENDENT

**BOARD OF TRUSTEES OF THE
MERRILLVILLE COMMUNITY
SCHOOL CORPORATION**

President

Vice-President

Secretary

Member

Member