

BAUGO COMMUNITY SCHOOLS

ADDENDUM TO REGULAR TEACHER'S CONTRACT FOR SUPERINTENDENT

THIS ADDENDUM is made and entered by and between Baugo Community Schools (the "School Corporation") and Byron Sanders (the "Superintendent") to be effective as of the 1st day of July, 2022, and it supplements the terms set forth in the regular teacher contract executed effective as of the same date by the School Corporation and the Superintendent (or any regular teacher contract hereafter executed by the School Corporation and the Superintendent which specifically provides for employment of Byron Sanders as Superintendent of the School Corporation).

1. **TERM AND DUTIES.** The School Corporation employs the Superintendent, and the Superintendent accepts employment, as the chief executive officer of the School Corporation for a term commencing on July 1, 2022, and ending on June 30, 2025. The Superintendent shall possess the proper credentials and licensure to serve as superintendent. As the chief executive officer of the School Corporation, the Superintendent shall perform the duties and discharge his responsibilities as enumerated in the job description and applicable School Corporation Bylaws and Policies, which are attached collectively hereto as Exhibit A and incorporated by this reference.

2. **EVALUATION.** Annually, during the term of this addendum and any extension or renewal thereof, the Board of School Trustees of the School Corporation (the "Board") and the Superintendent shall evaluate the Superintendent's performance with respect to the goals and objectives for the preceding year and set goals and objectives for the next succeeding year.

3. **EXPIRATION.** On July 1 of each year, this Agreement's term shall extend for an additional school year for up to five (5) additional, one (1) year terms. Consequently, this Agreement shall be for a continuous three (3) school year term, but this Agreement's duration shall not exceed the total of eight (8) school years. Either party may object before May 1 on any given year to an extension of the term for an additional school year, if such objection is made, this Agreement shall not automatically extend. The Superintendent shall be responsible to annually inform and remind, in writing, the Board of this automatic extension prior to April 1. The Superintendent's failure to so inform and remind the Board shall cause this Agreement's term not to be automatically extended. The Board must give the Superintendent notice of termination in

writing delivered in person or by registered mail on or before the January 1 immediately preceding the expiration date of this Agreement.

4. **COMPENSATION.** The School Corporation shall pay the Superintendent the annual salary compensation of One Hundred Twenty-Nine Thousand and no/100 Dollars (\$129,000.00) for each school year of employment. Provided that the Superintendent achieves the rating of highly effective or effective, or an equivalent rating, on his annual evaluation, he shall be entitled to a raise of Three Thousand and no/100 Dollars (\$3,000.00). The Superintendent shall be paid in twenty-six (26) equal semi-monthly installments on a schedule fixed by the Board for all employees.

5. **VEHICLE USAGE REIMBURSEMENT.** The School Corporation encourages the Superintendent to use School Corporation owned vehicles and the School Corporation's fuel supply for business travel. If unable to use a corporation vehicle, the Superintendent may use his personal vehicle for conducting School Corporation business. If practical, the Superintendent shall use the School Corporation's gasoline supply for business travel. If such supply is used for business travel, the Superintendent is not entitled to vehicle usage reimbursement for the particular business travel. If the Superintendent is unable to use School Corporation vehicle and fuel supply, the School Corporation shall reimburse the Superintendent for use of his personal vehicle in accordance with the rate and rules established by the Internal Revenue Service for business usage of a personal vehicle. The Superintendent shall provide all documentation, including receipts, to support payment of such reimbursement and that are reasonably required by the School Corporation or any state or federal governmental entity.

6. **CELLULAR TELEPHONE, COMPUTER AND OTHER TECHNOLOGY.** The School Corporation shall provide the Superintendent, at its cost, a cellular telephone, computer and other technology devices as well as necessary device related services for his use in the performance of his duties on behalf of the School Corporation. Those devices shall appropriately integrate with the technology and telecommunications being used by the School Corporation.

7. **INSURANCE.** The School Corporation shall pay the total premium, less One and no/100 Dollar (\$1.00), of the single or family coverage medical/hospitalization policy for the Superintendent as selected by him. The School Corporation shall also pay the total premium, less One and no/100 Dollar (\$1.00) of the dental insurance coverage for the Superintendent as selected by him. The School Corporation shall also pay the total premium, less One and no/100 Dollar

(\$1.00) of the vision insurance plan coverage for the Superintendent as selected by him. The Superintendent shall also be entitled to participate in the health savings account established by the School Corporation on the same participation of the terms and conditions offered other certified employees of the School Corporation, except that the School Corporation specifically agrees to annually contribute on behalf of the Superintendent, an amount equal to six percent (6%) of the Superintendent's annual base salary to the Superintendent's health savings account. If this amount is greater than the maximum annual contribution allowed by the health savings account, any excess shall be added to the amount contributed to the VEBA 501(c)(9) plan under Section 13.2(d) below. The School Corporation shall pay the total premium, less One and no/100 Dollar (\$1.00), for a supplemental income protection insurance policy for the Superintendent, which guarantees a portion of his salary after a sixty-day waiting period pursuant to the terms of the applicable policy. The School Corporation shall also pay the total premium, less One and no/100 Dollar (\$1.00), for a term life insurance policy or policies for the Superintendent with death benefits in the amount of One Hundred Thousand and no/100 Dollars (\$100,000.00).

8. PROFESSIONAL ASSOCIATION AND CIVIC ORGANIZATION MEMBERSHIP. The School Corporation encourages the Superintendent's continued professional growth and community involvement by participating in the programs, conferences and activities conducted by local, state, and national education associations and civic organizations, such as American Association of School Administrators, Indiana Association of Public School Superintendents, Indiana School Board Association, the local chamber of commerce, and education alliance organization. After consultation between the School Corporation and the Superintendent, the School Corporation shall pay the Superintendent's reasonable membership fees and other costs for participating in these and other professional associations that the Superintendent reasonably believes will be beneficial to the performances of his job responsibilities and obligations.

9. INCIDENTAL BUSINESS EXPENSES. The School Corporation shall reimburse the Superintendent for reasonable expenses, including those described in Paragraph 8, approved by the Board and incurred by the Superintendent in the performance of his duties under this Addendum. The Superintendent shall promptly submit all claims for reimbursement for review and approval by the Board. The Board shall not unreasonably withhold approval for a reimbursement claim submitted by the Superintendent. Any reimbursement claim submitted by

the Superintendent shall comply with all requirements imposed for such claim submission by the Indiana State Board of Accounts, the Internal Revenue Service, or any other authority empowered to impose rules upon the Superintendent or School Corporation for such claim submission.

10. **SICK LEAVE, PERSONAL BUSINESS DAYS AND VACATION DAYS.** The Superintendent shall be entitled to the sick leave, personal business days and vacation days benefits as established from time to time in the School Corporation's Administrators Handbook. Presently, this annual benefit consists of twelve (12) sick days, three (3) personal business days and twenty (20) vacation days, but may change as a part of a review and modification of the Administrators Handbook.

11. **GRADUATE DEGREE.** Superintendent desires to obtain an additional graduate education degree, which may include a Doctor of Philosophy degree (Ph.D.), and the Board believes earning such a degree would be a valuable asset to the School Corporation, its employees and its students. To encourage the Superintendent to pursue an additional graduate degree, the School Corporation commits to reimburse the Superintendent for a portion of the tuition cost incurred for earning such a degree. The exact amount of reimbursement will be negotiated, in good faith, at the time that the Superintendent decides to pursue that graduate education. The Superintendent's evaluations and effectiveness ratings, the university or college selected, the degree pursued, the anticipated tuition cost, the anticipated length to earn the degree and the anticipated duration of Superintendent's continued employment following earning the degree are all, but not the only factors, considered during the negotiation of the specific tuition reimbursement.

12. **OTHER BENEFITS.** The Superintendent shall be entitled to all benefits and working conditions described in the Baugo Community Schools policy, administrator handbook, guideline or similar document that are not duplicative of the benefits and working conditions set out in this Addendum. These benefits include, but are not limited to, benefits and leaves, any other forms of insurance protection, retirement program, choice of tax sheltered annuities, and other certificated employee benefits. The Superintendent shall not receive any benefit or working condition described in those documents and policies that is identical to, similar to, or of the same nature to those specifically set out or otherwise discussed in this Addendum.

13. **ADMINISTRATIVE RETIREMENT PLAN.**

13.1. In order to qualify for a “retirement pay” benefit, the Superintendent must meet all of the following requirements:

(a) Be fifty-five (55) years of age and complete a minimum of fifteen (15) consecutive years of service as an administrator or teacher with the School Corporation immediately preceding retirement.

(b) For retirement benefit purposes only, “Leaves of Absence” approved by the Board shall not be considered an interruption of consecutive service in the School Corporation. Years of service prior to an interruption in service will count towards a retirement pay benefit if the break in service is less than or equal to the service prior to the break.

(c) Notify the Board in writing not later than the date of the signing of the last contract of the intention to retire. In the event that the Superintendent is unable to give timely notice of retirement as required and is forced to retire as a result of ill health, accident or other unforeseen events not the fault of and beyond the control of the Superintendent, the requirement of written notice of retirement may be waived by the School Board.

13.2. The benefits provided are stated below:

(a) The Superintendent shall receive the retirement and severance benefits, as those benefits are described in the School Corporation’s Administrators Handbook at the time that the Superintendent retires from employment or his employment with the School Corporation is severed or otherwise ends.

(b) The School Corporation shall also annually contribute on behalf of the Superintendent to the Indiana State Teacher’s Retirement Fund the three percent (3%) of the Superintendent’s salary, as required to be calculated, that the Superintendent is obligated to make on his own behalf.

(c) In addition to the other provisions of this Addendum, the School Corporation shall contribute on behalf of the Superintendent an additional six percent (6%) of the Superintendent’s annual base salary to a tax deferred/tax sheltered retirement account such as a Section 403(b) plan or similar account of the Superintendent’s choosing. The parties agree to complete the documents reasonably necessary to implement this provision of the Addendum.

(d) In addition to the other provisions of this Addendum, the School Corporation shall contribute on behalf of the Superintendent an additional three percent (3%) of the Superintendent’s annual base salary to a VEBA 501(c)(9) plan or other plan agreed to by the

Superintendent. The parties agree to complete the documents reasonably necessary to implement this provision of the Addendum.

14. DEFENSE AND INDEMNIFICATION. The Board shall defend, indemnify, and hold the Superintendent harmless against any claims, demands, or judgments against the Superintendent arising out of the performance of his duties for, or employment with, the School Corporation. This indemnification provision shall not apply to any claim, demand, or action brought by Superintendent, including any demands, claims, or actions against Baugo Community Schools.

15. TERMINATION. Except for the applicable provisions that, by their terms, extend beyond the duration of this Agreement, this Addendum may be terminated by:

- (a) Mutual agreement of the parties;
- (b) Retirement of the Superintendent;
- (c) Death of the Superintendent;
- (d) Disability of the Superintendent.

In the event of the Superintendent's disability (as defined in the supplemental income protection insurance policy insuring the Superintendent), the Superintendent's compensation shall be suspended after the Superintendent's sick leave has been exhausted and after the Superintendent has qualified for the benefits under said policy. The Superintendent's compensation shall be reinstated as soon as he has returned to employment and undertaken the full discharge of his duties. The Board may terminate this contract by written notice to the Superintendent at any time after the Superintendent has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional, continuous period of sixty (60) days.

If a question exists concerning the capacity of the Superintendent to return to his duties, the Board may require the Superintendent to submit to a medical examination, to be performed by a physician licensed to practice medicine. The Board and the Superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the School Corporation. The physician shall limit the written examination report provided to the Board to the issue of whether the Superintendent has a continuing disability that prohibits him from performing his duties.

- (e) Discharge for cause.

The Board may terminate this Addendum for any reason permitted by Indiana law for the cancellation of a teacher's contract or a superintendent's contract. The Superintendent is entitled, however, to notice and, if he so requests, a hearing as provided by Indiana statute before any such termination may become effective. The Superintendent agrees that this Addendum may also be terminated for any reason that is put forward in good faith and that is not arbitrary, capricious, irrational or irrelevant to the educational mission of the School Corporation.

The Superintendent agrees that if this Addendum is terminated for any reason set out in the preceding paragraph, such discharge is sufficient grounds for the termination of the Regular Teacher's contract amended by this Addendum and if so requested, the Superintendent shall resign and agree to the termination of his Regular Teacher's Contract effective as of the same date as the termination of this Addendum.

16. SEVERABILITY. Any provision in this Addendum found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidation of the rest of this Addendum.

17. INTEGRATION. The Superintendent and School Corporation incorporate into this Addendum their entire understanding with respect to the employment of the Superintendent by the School Corporation, and no past, present or future oral statements or prior written statements extrinsic to this Addendum, except the Regular Teacher's Contract signed by the Superintendent or that are incorporated by reference, shall have any force or effect. The Superintendent and School Corporation are not relying upon any representations other than those expressly set out in this Addendum.

18. GOVERNING LAW. This Addendum shall be construed in accordance with and governed by the laws of the State of Indiana.

19. BINDING EFFECT. The provisions of this Addendum shall be binding upon and inure to the benefit of the School Corporation and the Superintendent, their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the School Corporation caused this Addendum to be executed in its name and on its behalf by the undersigned President, Vice President, Secretary and members of the Board and the Superintendent executed this Addendum effective on the day and year first above written.

Agreed the ____ day of _____, 2022.

BAUGO COMMUNITY SCHOOLS
BOARD OF SCHOOL TRUSTEES

Byron Sanders, Superintendent

By: _____
Kris Seymore, President

Eric Ott, Vice President

Troy Bontrager, Secretary

Caleb Pontius

Chris Carithers

EXHIBIT A

PERFORMANCE RESPONSIBILITIES:

- 1) Attends and participates in all meetings of the board and its committees, except when own employment or salary is under consideration.
- 2) Serves as ex officio member of committees.
- 3) Administers as chief school executive, the development and maintenance of a positive educational program designed to meet the needs of the community and to carry out the policies of the board.
- 4) Advises the board on the need for new or revised policies and sees that all policies of the board are implemented.
- 5) Prepares and submits to the board recommendations relative to all matters requiring board action, placing before the board such necessary and helpful facts, information and reports as are needed to ensure the making of informed decisions.
- 6) Acts on own discretion of action, if necessary in any matter not covered by board policy, reports such action to the board as soon as practicable, and recommends policy in order to provide guidance in the future.
- 7) Informs and advises the board about the programs, practices, and problems of the schools, and keeps the board informed of the activities operating under the board's authority.
- 8) Supervises the effective carrying out of all constitutional or statutory laws, state and charter regulations and board policies.
- 9) Makes all administrative decisions within the school necessary to the proper function of the . school district.
- 10) Exercises power to make such rules and gives such instructions to school employees and students as may be necessary to implement board policy.
- 11) Delegates at own discretion to other employees of the board the exercise of any powers or the discharge of any duties with the knowledge that the delegation of power or duty does not relieve the Superintendent of final responsibility for the action taken under such delegation.
- 12) Formulates school objectives, policies, plans and programs; and prepares (or causes to be prepared) and presents facts and explanations necessary to assist the board in its duty of legislation for the schools.

- 13) Conducts a periodic audit of the total school program and advises the board on recommendations for the educational advancement of the schools.
- 14) Communicates directly or through delegation all actions of the board relating to personnel matters to all employees; and receives from employees all communications to be made to the board.
- 15) Recommends for appointment, election, or employment all employees of the board and assigns, transfers, and recommends for dismissal any and all employees of the board except professional officers of the board.
- 16) Assigns and defines the duties of all personnel, subject to board approval.
- 17) Holds such meetings of teachers and other employees as necessary for the discussion of matters concerning the improvement and welfare of the schools.
- 18) Recommends to the board for final action the promotion, salary changes, demotion, or dismissal of any employee.
- 19) Reports to the board the case of any employee whose service is unsatisfactory, and recommends appropriate action.
- 20) Submits to the board a clear and detailed explanation of any proposed procedure which would involve either departure from established policy or the expenditure of substantial sums.
- 21) Directs the preparation of the annual budget for adoption by the board, and administers the budget as enacted by the board, acting at all times in accordance with legal requirements and adopted board policies.
- 22) Maintains directly or through delegation such personnel records, pupil accounting records, business records, and other records which are required by law and by board policy.
- 23) Files, or causes to be filed all reports required by the State and the school code.
- 24) Makes recommendations with reference to the location and size of new school sites and of additions to existing sites; the location and size on new buildings on school sites; the plans for new school buildings; all appropriations for sites and buildings; and improvements, alterations, and changes in the buildings and equipment of the district.
- 25) Represents the district in its dealings with other school systems, institutions, agencies, and community organizations.
- 26) Keeps informed of modern educational thought and practices by advanced study, by visiting school systems elsewhere, by attending educational conferences and by other appropriate means, and keeps the board informed of trends in education.

- 27) Represents the schools before the public and maintains, through cooperative leadership, both within and without the schools, such a program of publicity and public relations as may keep the public informed as to the activities, needs and successes of the schools.
- 28) Establishes and maintains a program of public relations to keep the public well-informed of the activities and needs of the school district, affecting a wholesome and cooperative working relationship between the schools and the community.
- 29) Keeps the public informed about modern educational practices, educational trends, and the policies, practice and problems in the district's schools:
- 30) Confers periodically with professional and lay groups concerning the school program and transmits to the board suggestions gained from such conferences.
- 31) Performs such other tasks as may from time to time be assigned by the board.