

**EDINBURGH COMMUNITY
SCHOOL CORPORATION ADDENDUM FOR THE
SUPERINTENDENT OF SCHOOLS BASIC CONTRACT**

The Board of School Trustees of the Edinburg Community School Corporation (the “Board”) and Dr. Douglas M. Arnold, Superintendent of Schools (the “Superintendent”), based on the mutual interest of the Edinburg Community School Corporation (the “School Corporation”) and of the Superintendent, to more completely and precisely define the employment relationship of the Superintendent with the School Corporation and the Board, agree to this Superintendent of Schools Basic Contract Addendum (the “Addendum”) as follows:

1. Base Compensation and Contract Term. The School Corporation agrees to employ Dr. Douglas M. Arnold as the Superintendent of Schools for the term of this Addendum from July 1, 2019 through June 30, 2021. The School Corporation agrees to pay the Superintendent annual compensation of One Hundred Six Thousand Dollars (\$106,000.00). The Superintendent shall work 230 days in each twelve-month period between July 1 and June 30 in each contract year of this Addendum.
2. Performance Based Compensation Stipend. If the Board determines that the Superintendent has demonstrated effective leadership and the Board rates the Superintendent as either highly effective or effective in his annual performance evaluation, then the Superintendent shall receive a one-time stipend at the end of each contract year in the amount of \$1,000.00.
3. Health, Dental and Vision Insurance. The Superintendent shall have the right to participate in the School Corporation’s health, dental and vision insurance plans under the same terms and conditions applicable to all other administrators in the School Corporation (which terms and conditions may be amended from time to time at the sole discretion of the Board in the administrative staff benefits guidelines).
4. Term Life Insurance. The School Corporation agrees to provide the Superintendent a term life insurance policy with a face value equal to \$75,000.00. The Superintendent shall contribute \$1.00 annually toward the cost of the premium for such term life insurance.
5. Dues/Membership Fees for Professional Organizations. During the term of this Addendum, the Board agrees to pay the Superintendent’s professional membership dues to the Indiana Association of Public School Superintendents (IAPSS).
6. State and National Conferences. During the term of this Addendum, the Board agrees to pay for the Superintendent to attend state and national conferences in accordance with Board policy to enhance his professional skills and knowledge, provided the Superintendent receives advance approval from the Board to attend such conference(s). Expenses that may be paid pursuant to this provision with prior Board approval may include room, mileage, meals, parking and registration that are properly documented with itemized receipts in accordance with Indiana State Board of Accounts guidelines.

7. Mileage Reimbursement. The School Corporation reimburses the Superintendent for mileage for school business travel that is outside the school corporation/district for school related business. The mileage is reimbursed at the same rate as is reimbursed to teachers which rate is currently .45 per mile. No mileage will be paid for extracurricular activities outside of the school day. Mileage will be submitted monthly for reimbursement.

8. Evaluation of the Superintendent. The Board will review the Superintendent's performance no less than annually each year in accordance with Indiana law.

9. Personal Leave Days. The Superintendent is granted 13 paid personal leave days during each contract year. All unused personal leave days will become accumulated sick days on July 1 of each year.

10. Contract Cancellation. The parties agree that the two alternative termination provisions set forth in this paragraph shall be the sole and exclusive means of cancelling the Superintendent of Schools Basic Contract and this Addendum (hereafter collectively referred to as the "Superintendent's Contracts") prior to their expiration date.

Termination Option 1:

- (i) The Board initiates cancellation for cause for one or more of the statutory reasons for cancellation of a teacher contract contained in IC 20-28-7.5-1; and
 - (ii) gives the Superintendent written notice of its intent to cancel the Superintendent's Entire Contract for cause and provides the Superintendent the opportunity to have a hearing before the Board in an official executive session at least ten (10) days before the Board meets in a public meeting to vote on the termination.
 - (iii) If the Superintendent requests a hearing with the Board under paragraph (a)(ii) herein, and if the Board would subsequently vote in a public meeting to approve the termination of the Superintendent's Entire Contract, then the Board will issue written findings that one or more of the statutory reasons for cancellation of a teacher contract contained in IC 20-28-7.5-1 exist.
- (b) Termination Option 2: The School Board receives written notice from the Division of Professional Standards that the Superintendent no longer holds a license required for the position of Superintendent of Schools from the Division of Professional Standards of the Indiana Department of Education or receives a certified copy of a court document indicating that the Superintendent was convicted of a crime. In the event one of these circumstances would occur, the Board may terminate the Superintendent's Contracts immediately upon providing written notice to the Superintendent. The Superintendent agrees that he waives all statutory and constitutional due process procedures that he would otherwise be entitled to receive by law in the event the Board has to terminate the Superintendent's Contracts pursuant to this provision.

11. Severability. The Superintendent and the Board stipulate and agree that all clauses and provisions of this Addendum are distinct and severable, and the Superintendent and Board understand, and it is their intent, that in the event this Addendum is ever held to be invalid or unenforceable (in whole or in part) as to any particular provision herein, all other provisions shall remain fully valid and enforceable.

12. Non-waiver. The waiver by the Parties, or either of them, of a breach of any provision of this Addendum shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by the School Board (after approval in a public meeting) and the Superintendent.

13. Entire Agreement. The Superintendent's Contracts constitute the complete agreement between the Parties with regard to the subject matter addressed herein, shall supersede any and all previous agreements and/or commitments, whether oral or written, between the Parties and shall not be amended or modified absent an agreement signed by both Parties. The Parties further agree that no verbal or other statements, discussions, or impressions, other than those provisions contained in the Superintendent Contracts, have been relied upon by either party in executing this Addendum.

This Superintendent of Schools Basic Contract Addendum is agreed upon and entered into this 16th day of September, 2019.

SUPERINTENDENT

Dr. Douglas M. Arnold

THE BOARD OF SCHOOL TRUSTEES OF THE
EDINBURGH COMMUNITY SCHOOL
CORPORATION

Cathy Hamm, Board President

Justin Lollar, Vice President

Curtis Rooks, Secretary

Alice Taulman, Board Member

Daniel Teter, Board Member