

**ADDENDUM TO REGULAR CONTRACT
BETWEEN
GREENWOOD COMMUNITY SCHOOL CORPORATION
AND
KENT A. DE KONINCK**

WHEREAS, the Board of Education of the Greenwood Community School Corporation (the “Board”) has entered into a regular contract for employment with **Kent A. DeKoninck** (“Superintendent”), as Superintendent of the Greenwood Community School Corporation (the “School Corporation”), effective ~~October 20, 2015~~ **July 1, 2017**(the “Contract”); and

WHEREAS, the Board and Superintendent desire to supplement the provisions contained in the Contract in a manner consistent with Indiana Code 20-28-8-6(3) by the adoption and execution of this Addendum to Regular Contract (the “Addendum”).

NOW, THEREFORE, the Board and Superintendent agree as follows:

1. Employment/Contract Length. The Board employs Superintendent and Superintendent agrees to be employed by the Board as the chief executive officer of the School Corporation for a period beginning ~~October 20, 2015~~ **July 1, 2017** and concluding June 30, ~~2019~~ **2020**, subject to the terms of the Contract and the Addendum (collectively, the Amended Contract), as well as applicable law.

The parties agree that the term of this Contract shall automatically be extended one (1) school year on July 1, 2018, and then each successive year thereafter, unless a party gives the other written notice on or before the preceding July 1 that the party does not agree to the automatic extension of this Contract. The parties agree this shall result in a continuous three (3) year contract unless one party provides timely written notice to the other.

2. Duties. The parties agree that the duties of the position of Superintendent to be performed pursuant to this Amended Contract are set forth in a description of the position which is attached hereto as Exhibit A and incorporated herein as a material term by reference.

- A. Periodic Review. The Board agrees to appoint at least two (2) of its members to annually meet with Superintendent to review the performance of his duties during the prior school year and to establish goals for the upcoming school year. It is anticipated that this review will occur during the summer months, between school years, but otherwise no later than August 1. If Superintendent requests, the Board will review his performance a second time during a school year. (The Board’s review of Superintendent’s performance provided for in section 2 of this Addendum shall be based upon the duties in the description of the position incorporated into the Amended Contract.) ~~Beginning with the 2015-16 school year contract (performance based on the 2014-15 school year),~~ Performance compensation for effective and

highly effective designations will be the average percentage compensation given to teachers.

- B. Division of Responsibilities. The parties agree that the duties as stated in the attached description of the position of Superintendent represent a reasonable division of responsibilities between the policy making responsibility of the Board, and the policy implementation and management responsibilities of Superintendent as the chief executive officer of the School District. The parties further agree that the division of responsibilities between the Board and Superintendent shall be interpreted and implemented consistent with the Indiana School Boards' Association Code of Ethics for School Board Members.
 - C. No Reassignment. The parties to this Amended Contract further agree that the duties performed by Superintendent pursuant to this Amended Contract make the position of Superintendent a unique position in the School Corporation, and Superintendent will therefore not be transferred or reassigned by the Board to another position without his written consent.
 - D. Professional Standards. Superintendent agrees that at all times while he is employed pursuant to this Amended Contract he will fully meet the minimum qualifications for the position of Superintendent which include maintaining a license from the Division of Professional Standards of the Indiana Department of Education for the position of Superintendent.
3. Basic Salary. In exchange for Superintendent's performance of the duties of the position of Superintendent and meeting the qualification standards for the position of Superintendent, the Superintendent shall receive a basic salary equal to the sum of: (i) the Base Amount and (ii) the additional amounts hereinafter described in section 3.
- A. Base Amount. Superintendent shall be paid a Base Annual Amount of One Hundred ~~Thirty five thousand eight hundred sixty three dollars (\$135,863)~~ **Fifty Two Thousand Eight Hundred Thirteen dollars (\$152,813)**, retroactive to July 1, ~~2015~~.
 - i. **If the Superintendent submits a letter of retirement prior to July 1st of his final contract year, a one-time stipend equal to five (5) percent of the final year's base salary will be paid to the Superintendent prior to August 1st of the final school year of employment. This would be in lieu of performance compensation earned based on the last school year of employment.**
 - B. Salary Reduction Payments. Superintendent shall receive as additional basic salary an amount equal to the maximum salary reduction contribution (with increases for any special catch-up elections) that Superintendent could elect to contribute to a plan described in section 403(b) of the Code (the "Salary Reduction Payments").

C.

- i. Amount. The determination of the maximum salary reduction contributions shall be determined based upon the calendar year. For the ~~2015~~ 2017 calendar year, the maximum salary reduction contribution to a Code section 403(b) plan available to an eligible employee over age 50 is twenty four thousand dollars (\$24,000).
- ii. Timing. The total Salary Reduction Payments for a calendar year shall be made available to Superintendent evenly throughout the applicable calendar year over the same pay periods and in the same manner that Superintendent's Base Amount is paid to him.
- iii. Salary Reduction Elections. At Superintendent's election, the Salary Reduction Payments can be used to: (i) fund and pay through salary reduction contributions for any of the qualified benefits selected under a Code section 125 plan maintained by the School Corporation, (ii) make salary reduction contributions to Code section 403(b) and/or 457(b) plans, or (iii) paid as additional wages to Superintendent. However, unless and until Superintendent completes applicable salary reduction agreements, Salary Reduction Payments shall be paid as additional wages to Superintendent less applicable income and employment tax withholdings.
- iv. Exceptions.
 - a. Notwithstanding any contrary provisions contained herein, following the expiration or other termination of the Amended Contract, Salary Reduction Payments shall no longer be made available to Superintendent. Accordingly, if the term of the Amended Contract ends as of June 30, ~~2019~~ 2020, the amount of the Salary Reduction Payments to be made available to Superintendent in ~~2019~~ 2020 shall only be one-half (1/2) of the total amount of Salary Reduction Payments that would have otherwise been available to Superintendent for the entire ~~2019~~ 2020 calendar year.

D. SRA Amount.

- i. Amount. Except as otherwise hereinafter adjusted, Superintendent shall receive as additional basic salary an amount equal to ninety percent (90%) of the annual premium cost of **the lowest deductible** family coverage in the School Corporation's Group Health Insurance Plan and one-hundred percent (100%) of the annual premium cost of family coverage in the School Corporation's group dental and vision insurance plans, (the "SRA Amount"), as in effect from time to time during the term of this Amended Contract. For any adjustment in the SRA Amount occurring during the term of this Amended Contract, an appropriate adjustment will be made in the subsequent SRA Amount otherwise to be paid to Superintendent. (Any subsequent adjustment in the SRA Amount may be

attached as an exhibit to this Addendum, but the adjustment and its impact shall otherwise be determined by the Board.)

- ii. Payment Elections. The SRA Amount shall be made available to Superintendent in the same manner that Superintendent's Base Amount is made payable to him. At Superintendent's election, the SRA Amount can be used to: (i) fund and pay through salary reduction contributions for any of the qualified benefits selected under a Code section 125 plan maintained by the School Corporation, (ii) make salary reduction contributions to Code section 403(b) and/or 457(b) plans, or (iii) paid as additional wages to Superintendent. However, unless and until Superintendent completes an applicable salary reduction agreement, the SRA Amount shall be paid throughout each fiscal year of the Amended Contract (the "Contract Year") in installments directly to Superintendent less applicable income and employment tax withholdings.

E. ISTRF Compensation. It is intended that the Base Amount, the Salary Reduction Payments, and the SRA Amount, which are described above, shall be: (i) included in Superintendent's "annual compensation" as defined in Indiana Code 5-10.2-4-3(c), (ii) used to determine the "average of annual compensation" as defined in Indiana Code 5-10.2-4-3(c), and (iii) otherwise reported to the Indiana State Teachers Retirement Fund as compensation for purposes of calculating Superintendent's retirement benefit.

F. Stipend. ~~A one-time stipend of \$2,612 will be paid no later than October 30, 2015. This represents compensation awarded to teachers during the 2013-14 and 2014-15 school years not received by the Superintendent.~~

4. Fringe Benefits.

A. Teachers' Master Contract and Board Policy. In addition to those benefits described herein, Superintendent is entitled to those fringe benefits included in the Teachers' Master Contract, as amended from time to time, as well as any additional benefits established by the Board for administrative employees of the Board. Notwithstanding the foregoing, to the extent that benefits provided in the Teachers' Master Contract or for other administrative employees duplicate a benefit provided pursuant to this Amended Contract, the benefit provided by this Amended Contract shall be the benefit provided to the Superintendent.

B. Group Health and Dental Plans.

- i. Superintendent Coverage. Superintendent, as well as Superintendent's spouse and dependents, if any, may participate in the School Corporation's Group Health and Accident Plan, as well as major medical, dental, and vision insurance plans, but otherwise subject to the eligibility requirements of such plans. Except as otherwise specifically provided herein, Superintendent will be responsible for the

entire cost of their participation in such group health, major medical, vision, and dental plans.

- ii. Retiree Coverage. Following retirement or severance of employment, Superintendent and Superintendent's spouse are entitled to continuing coverage in the group health, major medical, dental and vision plans of the School Corporation in accordance with the terms of the Teachers' Master Contract, with premiums otherwise due from Superintendent or the School Corporation as provided in the Teachers' Master Contract for retiring teachers.

C. Life Insurance. Provided Superintendent is otherwise insurable, Superintendent may participate in the group term life insurance plan offered by the School Corporation. The face amount of coverage for Superintendent shall be two hundred thousand dollars (\$200,000.00). The School Corporation shall pay all, but one dollar (\$1.00) of the premium cost for such coverage, with Superintendent responsible for the remaining cost.

D. Employee Benefit Plans.

- i. Salary Reduction Contributions. Superintendent may elect to make tax deferred contributions, i.e., salary reduction contributions, to plans described in Code sections 125, 403(b) and/or 457(b) up to the maximum limits allowed by the Code and the applicable plan. At Superintendent's written election, his Base Amount, SRA Amount and other basic salary described in section 3 may be used to make these salary reduction contributions. Such contributions shall be 100% vested at all times. (The School Corporation shall maintain a list of approved investment vendors for the plans.)
- ii. Matching Contributions. Superintendent shall not be entitled to participate in the matching contribution program included in the Teachers' Master Contract or in any separate matching contribution program established for administrative employees.

E. Vacation. At the beginning of each Contract Year, Superintendent shall be entitled to twenty (20) days of paid vacation for use any time during the Contract Year. Unused vacation days will not accumulate and are otherwise lost, without any further compensation to Superintendent.

F. Annual Leave.

- i. At the beginning of each Contract Year, Superintendent shall be entitled to fifteen (15) annual leave days of which five (5) may be used for personal business. Superintendent shall be permitted to accumulate unused annual leave days as sick leave days for use in future Contract Years, with no limit on the number of sick leave days that may be accumulated. In addition, Superintendent may participate

in the Catastrophic Illness and Injury Bank, as described in the Teachers' Master Contract.

- G. ISTRF Contribution. The School Corporation will pay Superintendent's share of retirement to the Indiana State Teachers' Retirement Fund for the period of time covered by the Addendum.
- H. Business and Professional Expenses. The Board shall reimburse the Superintendent for business and professional expenses approved by the Board. Appropriate expenses shall include, but not be limited to, the cost of membership and participation in the Indiana Association of Public School Superintendents and the American Association of School Administrators, mileage for business use of the Superintendent's personal vehicle for travel related to School Corporation's business at the standard IRS rate, and expenses related to the Superintendent's attendance at conferences, (including one national conference per contract year as approved by the board), and activities approved by the Board.

5. Termination/Cancellation of this Contract.

- A. Failure to Maintain a Superintendent's License. The parties agree that at the time of the execution of this Addendum, the Superintendent is properly licensed by the State of Indiana to be a superintendent of an Indiana public school corporation, and that if this licensure expires or is revoked or canceled for any reason, the Amended Contract shall terminate immediately upon written certification of the status of the Superintendent's license from the Division of Professional Standards of the Indiana Department of Education, or a successor agency with the responsibility to license public school superintendents in the State of Indiana.
- B. Cancellation for Other Reasons. In addition to termination of this Amended Contract by the Board for failure of the Superintendent to maintain proper licensure from the State of Indiana, the parties agree that this Amended Contract may be terminated/canceled in the following ways:
 - i. The parties jointly agree, in writing, to cancel;
 - ii. The Superintendent is disabled and is receiving benefits from the long-term disability policy provided by the Board;
 - iii. The Superintendent is convicted of a felony under state or federal law;
 - iv. The Superintendent notifies the Board of his ~~resignation~~ **retirement** in writing at least ~~sixty (60) days~~ **six (6) months** prior to ~~it's~~ ~~the~~ proposed effective date and presents a written ~~resignation certification~~ **retirement notice** in which, in exchange for the Board's acceptance of his ~~resignation~~ **retirement**, he promises to:

- a. Continue to devote the necessary attention and time to his duties pursuant to this Amended Contract until the effective date of his resignation; and
 - b. Cooperate, as requested by the Board, in the selection and orientation of a new Superintendent until the effective date of his ~~resignation~~ **retirement**;
 - v. The Board provides the Superintendent with a written notice that it is canceling this Amended Contract and:
 - a. Pays Superintendent an amount equal to one school year's Base Amount as described in subsection 3A above; and
 - b. Purchases for the Superintendent the additional years of service credit in the Indiana Teachers' Retirement Fund the Superintendent is then entitled to purchase pursuant to Ind. Code 5-10.2-3-1.2.
- C. Waiver of ~~Claims Following~~ **Statutory Cancellation Procedures**. Except as necessary to enforce section 5 herein, the parties agree that the provisions of subsections 5A and 5B of this Addendum shall be the sole and exclusive means of canceling or terminating the Contract and Addendum before their expiration on June 30, ~~2019~~ **2020**. In exchange for the waiver of due process ~~and contractual claims~~ by the other party, the Board and Superintendent each waive the application of the contract cancellation provisions in Indiana Code 20-28-8-7 applicable to superintendent contracts as superintendent, the provisions of Indiana Code 20-28-7.5-1 et. seq. applicable to the Superintendent's contract as an established teacher, as well as the application of all other procedural and substantive requirements, standards, and remedies available under state or federal law, and any claims or actions for damages or equitable relief under any theory of recovery including, but not limited to, a recovery for breach of contract, tortious conduct, or violation of a statutory or constitutional right **associated with the cancellation of the Superintendent's contract**.
6. Defense and Indemnification. The Board agrees to provide the Superintendent with legal counsel selected and paid for by the Board, and to defend, indemnify, and hold the Superintendent harmless for all claims, demands and judgments arising out of the performance of his duties as Superintendent, to the fullest extent permitted by law.
7. Miscellaneous.
- A. Modifications. The parties further agree that the Amended Contract contains all the agreed terms of employment of the Superintendent by the Board, and neither may be modified except in a written document making specific reference to provisions of the Amended Contract to be modified. Modifications shall be effective when approved by both parties in the same manner that the Amended Contract was approved, unless a later date is specifically provided for in the modification.

- B. Regular Teachers' Contract. If required for purposes of compliance with a standard or request from the State Board of Accounts of the State of Indiana, or another agency of Indiana or federal government, the parties agree that they will execute one or more one-year or multi-year teacher contracts on the form promulgated by the Superintendent of Public Instruction pursuant to Ind. Code 20-28-6-3 to implement the terms of the Amended Contract. The parties further agree that to the extent that this Addendum is inconsistent with the standard teacher contract form promulgated by the Superintendent of Public Instruction, the terms of this Addendum shall take priority.

- C. Public Record. The parties agree that the Contract and this Addendum are public records pursuant to the Indiana Public Records Act, Indiana Code 5-14-3, and Indiana Code 20-28-6-2(d) pertaining to teacher contracts generally.

- D. Effective Date. Irrespective of the date upon which this Addendum is signed, the terms and conditions contained herein shall first be effective ~~October 20, 2015~~; **July 1, 2017**.

- E. Miscellaneous. This Addendum supersedes any previously signed addendums. If, during the term of the Amended Contract, it is found that a specific clause of the Contract or this Addendum is illegal in either federal or state court, the remainder of the Contract and Addendum shall not be affected by such a ruling and shall remain in full force and effect.

This Addendum is entered into and signed this ~~20th day of October, 2015~~; **19th day of December, 2017**.

SUPERINTENDENT

BOARD OF EDUCATION OF
THE GREENWOOD COMMUNITY
SCHOOL CORPORATION

Kent A. De Koninck, Superintendent

~~Joseph Farley~~ **Jack Napier**, Board President

Exhibit A
Job Description

Superintendent
Greenwood Community School Corporation

General Statement of Duties

Superintendent serves as the chief executive officer of the Greenwood Community School Corporation (the “School Corporation”), administers the operation of the individual schools of the School Corporation in accordance with applicable Indiana law, executes rules and policies of the Indiana State Board of Education, and effectuates rules and policies of the Board of Education of the Greenwood Community School Corporation (the “Board”). In addition, Superintendent supervises and coordinates the work of all schools and departments and provides educational leadership to the Board, staff of the School Corporation and the surrounding community.

Qualifications

- Hold an advanced degree, preferably a doctorate, in educational leadership, supervision and/or administration.
- Executive experience resulting in acquired skill in leading, directing and managing a school district or school corporation.
- Must hold a valid Indiana superintendent’s license.
- Ability to work cooperatively and harmoniously as a leader.
- Excellent interpersonal and public relation skills.
- Evidence of regular attendance and ability to perform physical and mental requirements of the job with or without reasonable accommodation.
- Possess effective oral and written communication skills.

Duties and Responsibilities

- Prepares the agenda for Board meetings.
- Advises the Board on educational trends and research.
- Oversees the implementation of the educational program for the School Corporation.
- Responsible for the hiring and assignment of personnel within the School Corporation.
- Reports the hiring of certified personnel to the Board.
- Responsible for supervision and evaluation of the School Corporation’s administrative staff.
- Advises the Board in areas of policy development and modification.
- Delegates appropriate duties to the administrative staff.
- Recommends the dismissal or non-renewal of certified and non-certified employees.
- Develops, in conjunction with the Director of Operations, long range plans for facilities.
- Supervises the preparation of the annual budget for the School Corporation.

- Recommends and helps formulate collective bargaining strategy.
- Maintains a working knowledge of school law and legal developments that affect the School Corporation.
- Serves as a spokesman for the School Corporation in dealing with the media and public forums.
- Reports to the Board at its discretion on the state of the School Corporation.
- Communicates regularly with the Board concerning general issues that affect the operation of the School Corporation.
- Performs other duties assigned by the Board, provided such duties shall be in character and consistent with the position of superintendent of an Indiana public school.

Statutory Excerpts

~~Not Part of the Regular Contract or its Addendum~~

~~**Ind. Code 20-28-8-6. Superintendent contracts.** A contract entered into by a governing body and its superintendent is subject to the following conditions:~~

- ~~— (1) The basic contract must be in the form of the regular teacher's contract.~~
- ~~— (2) The contract must be for a term of at least thirty-six (36) months.~~
- ~~— (3) The contract may be altered or rescinded for a new one at any time by mutual consent of the governing body and the superintendent. The consent of both parties must be in writing and must be expressed in a manner consistent with this section and sections 7 through 8 of this chapter.~~
- ~~— (4) The rights of a superintendent as a teacher under any other law are not affected by the contract.~~

~~**Ind. Code 20-28-8-7. Superintendent's contract; termination.** A superintendent's contract terminates on the following dates and under the following conditions only:~~

- ~~— (1) On any date, if the governing body and the superintendent mutually consent.~~
- ~~— (2) Before the expiration date set forth in the contract, if the governing body terminates the contract for cause under a statute that sets forth causes for dismissal of teachers. However, the governing body must give the superintendent proper notice and, if the superintendent requests a hearing at least ten (10) days before the termination, must grant the superintendent a hearing at an official meeting of the governing body.~~
- ~~— (3) On the expiration date set forth in the contract, if the governing body not later than January 1 of the year in which the contract expires gives notice to the superintendent in writing, delivered in person or by registered mail.~~
- ~~— (4) On the expiration date set forth in the contract, if the superintendent not later than January 1 of the year in which the contract expires gives proper notice in writing to the governing body.~~

~~**Ind. Code 20-28-8-8. Superintendent's contract; extension.** If the governing body fails to give a termination notice under section 7(3) of this chapter, the superintendent's contract is extended for twelve (12) months following the expiration date of the contract.~~

~~**Ind. Code 5-10.2-3-1.2. Additional service credit purchase.**~~

~~— (a) A member who has earned at least ten (10) years of service in a position covered by PERF, TRF, or a combination of the two (2) funds may purchase one (1) year of service credit for each five (5) years of service that the member has completed in a position covered by PERF or TRF.~~

~~— (b) Before a member retires, a member who desires to purchase additional service credit under subsection (a) must contribute to the fund as follows:~~

- ~~— (1) Contributions that are equal to the product of the following:
 - ~~— (A) The member's salary at the time the member actually makes a contribution for the service credit.~~~~

~~—— (B) A rate, determined by the actuary for the fund, that is based on the age of the member at the time the member actually makes a contribution for the service credit and computed to result in a contribution amount that approximates the actuarial present value of the benefit attributable to the service credit purchased.~~

~~—— (C) The number of years of service credit the member intends to purchase.~~

~~—— (2) Contributions for any accrued interest, at a rate determined by the actuary for the fund, for the period from the member's initial membership in the fund to the date payment is made by the member.~~

~~—— (c) The following apply to the purchase of service credit under this section:~~

~~—— (1) The board may allow a member to make periodic payments of the contributions required for the purchase of service credit. The board shall determine the length of the period during which the payments must be made.~~

~~—— (2) The board may deny an application for the purchase of service credit if the purchase would exceed the limitations under Section 415 of the Internal Revenue Code.~~

~~—— (3) A member may not claim the service credit for the purpose of computing benefits unless the member has made all payments required for the purchase of the service credit.~~

~~—— (4) To the extent permitted by the Internal Revenue Code and applicable regulations, a member may purchase service credit under this section by a rollover distribution to the fund from any of the following:~~

~~—— (A) A qualified plan described in Section 401(a) or Section 403(a) of the Internal Revenue Code.~~

~~—— (B) An annuity contract or account described in Section 403(b) of the Internal Revenue Code.~~

~~—— (C) An eligible plan that is maintained by a state, a political subdivision of a state, or an agency or instrumentality of a state or political subdivision of a state under Section 457(b) of the Internal Revenue Code.~~

~~—— (D) An individual retirement account or annuity described in Section 408(a) or Section 408(b) of the Internal Revenue Code.~~

~~—— (d) A member who terminates employment before satisfying the eligibility requirements necessary to receive a monthly benefit may withdraw the purchase amount, plus accumulated interest, after submitting a properly completed application for a refund to the fund. However, the member must also apply for a refund of the member's entire annuity savings account under section 6 of this chapter to be eligible for a refund of the member's rollover amount.~~

~~—— (e) For a member who is a state employee, the employer may pay all or a part of the member contributions required for the purchase of service credit under this section. In that event, the actuary shall determine the amortization, and subsections (c)(1), (c)(3), (c)(4), and (d) do not apply.~~

~~—— (f) For a member who is an employee of a participating political subdivision, the employer may adopt an ordinance to pay all or a part of the member contributions required for the purchase of service credit under this section. In that event, the actuary shall determine the amortization, and subsections (c)(1), (c)(3), (c)(4), and (d) do not apply.~~

NOTICE OF PUBLIC HEARING

The Board of School Trustees of the Greenwood Community Schools will hold a public hearing at its public meeting on November 14, 2017 at 7:30 p.m. in the Board Room at the Administration Center, 605 W. Smith Valley Road, Greenwood, IN 46142, for the purpose of discussing and receiving public input on proposed changes to the contract between the Board of School Trustees and Superintendent Kent DeKoninck.

This notice will be posted on the Greenwood Community School's website. After the hearing the Board of School Trustees will consider the input and then it will consider the proposed contract changes as an agenda item for consideration at its board meeting on December 19, 2017 at 7:30 p.m.

Summary of Proposed Contract Changes

1. Term: Rolling three year contract term effective July 1, 2017.
2. Stipend: One-time stipend equal to five (5) percent of the final year's base salary in lieu of the Superintendent receiving performance compensation for his last school year of employment.
3. Health insurance: Language is clarified to specify the Board's additional basic salary contribution that is paid in lieu of providing health insurance to the Superintendent is based upon the lowest deductible family plan in the School Corporation's group medical, dental and vision insurance plans. This is not a change in benefit, only a clarification. The current annual cost of this benefit is currently \$18,303.
4. Stipend deletion: The stipend received by the Superintendent in 2015 is deleted from the contract.
5. Retirement notice period: The Superintendent will give notice at least 6 months in advance of his retirement (currently it is 60 days).
6. Contract cancellation: Language updated to reflect new updated Indiana Code citations.

Summary of Other Contract Provisions That Do Not Change

1. Base salary stays at current amount of \$152,813. Salary reflective of provisions already in place per current contract (See #15 below).
2. Duties, Assignment and Evaluation: The duties, assignment and evaluation provisions will remain the same.
3. License: The Superintendent will continue to be required to maintain a Superintendent's license.

4. Salary Reduction Provisions: The salary reduction provisions will remain the same with the exception of the clarification related to the health insurance salary reduction noted above in paragraph 4.
5. INPRS Reporting: The INPRS reporting provisions for the Superintendent's base salary will remain the same.
6. Benefits Provided to Teachers: The Superintendent will continue to receive the same benefits that teachers receive provided they are not in conflict with the Superintendent's contract.
7. Group Health and Dental: The group health and dental plans coverages provisions will remain the same with respect to both active employment and retirement.
8. Life Insurance: A term life insurance policy with a face value of \$200,000 will remain the same. The current cost of the annual premium is \$216.
9. Annuities: The Superintendent may continue to elect to make tax deferred contributions through IRS Code sections 125, 403(b) and/or 457(b) up to the maximum limits allowed by the Code and the applicable plan. It will also remain the same that the Superintendent will not be permitted to participate in the matching contribution program included in the Teachers' Master Contract or in any separate matching contribution program established for administrative employees.
10. Vacation: 20 days each contract year.
11. Annual Leave: 15 days each contract year.
12. INPRS Contribution: The Board will continue to pay the Superintendent's INPRS contribution set forth in Indiana law.
13. Business and Professional Expenses: The Board will continue to reimburse the Superintendent for business and professional expenses approved by the Board.
14. Contract Cancellation Provisions: Contract termination provisions will remain the same except the notice time period for the Superintendent to tender his notice of retirement is modified from 60 days to 6 months (as set forth in paragraph 7 above).
15. Performance compensation for effective and highly effective designations will be the average percentage compensation given to teachers.

A copy of this notice and the proposed contract revisions can be found on the School Corporation's web site.