

Addendum to Regular Teacher's Contract for Superintendent

This Addendum made and entered into this ___ day of _____, 2022, by and between the Merrillville Community School Corporation ("Corporation") and Nicholas G. Brown ("Superintendent") replaces any previous addendum and supersedes any Regular Teachers Contract language contrary to the provisions and language contained in this addendum.

The 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 _____, 2022 by the Corporation and the Superintendent.

1. For the period January 1, 2022 through June 30, 2025, the Corporation shall pay Superintendent an annual contract salary of \$169,012.00. In addition to the annual contract salary, the Superintendent shall receive \$2,000.00 for professional dues, memberships, civic participation, and other related expenses. In addition to the annual contract salary, the Corporation also agrees to provide the Superintendent with an annual annuity in the amount of \$14,500.00.

2. In addition to the annual contract salary, effective July 1, 2022, the Corporation shall pay a one-time stipend of 1.45% (\$2,389.73) of the superintendent's 2021-2022 salary

3. In light of the unique nature of the professional duties of the Superintendent of Schools, the Corporation shall pay the Superintendent \$500.00 per month as compensation for his business use of an automobile. The compensation for his business use of an automobile shall be paid as a lump sum payment of \$6,000.00 annually on July 1, of each year of this contract. The automobile shall be owned, maintained and insured for business use by the Superintendent at his expense.

4. The Corporation shall pay the Superintendent a stipend of \$100.00 per month for his business use of a cellular phone.

5. The Corporation shall pay the insurance premiums for Three Hundred Thousand Dollars (\$300,000.00) of term life insurance for the Superintendent.

6. The Superintendent shall be entitled to all of the 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.

7. If the Superintendent is continually employed as the Superintendent of the Merrillville Community School Corporation until the end of the 2023 – 2024 school year (when the Superintendent will be sixty-one (61) years of age), upon retirement from the Merrillville Community School Corporation the Superintendent shall be entitled to the Category 2 retirement benefits outlined in the Insurance Benefits section of the Merrillville Community School Corporation Administrator Policies and Fringe Benefits Handbook approve by the Board of School Trustees on May 4, 2021.

8. In light of the unique nature of the professional duties of the Superintendent of Schools, Corporation shall, at its expense, provide for the Superintendent a complete annual medical examination.

9. The Corporation will 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 granted with the approval of the Board President. Unused vacation days will accumulate as sick leave days.

10. The Corporation shall grant the Superintendent one hundred (100) sick leave days earned in the previous school district.

11. The 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: One half on the first January 1 following retirement and the second half on the second January 1 following retirement.

12. Payment for retirement benefits will be paid prior to June 30 of the year in which the Superintendent retires. Effective July 1, 2018, the Corporation shall compensate the Superintendent at his retirement \$300.00 per year of service as Superintendent of the Merrillville Community School Corporation.

13. 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 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.

14. The Superintendent's employment contract may be terminated by:

- a. Mutual agreement of the parties.
- b. Retirement of Superintendent.
- c. Disability of Superintendent.
- d. Discharge for cause.

except that in the event that the Superintendent chooses to retire or becomes disabled prior to the expiration date of this contract, articles five (5), ten (10), and eleven (11) shall become vested and the Superintendent shall suffer no loss of any benefits contained in articles five (5), ten (10), and eleven (11) because of such early retirement or disability.

The parties agree that “discharge for cause” means for any grounds as provided by I.C. 20-28-7.5-1(e) pertaining to the contract cancellation of teachers. Those grounds are specifically: (1) immorality; (2) insubordination; (3) incompetence; (4) neglect of duty; (5) conviction for an offense listed in IC20-28-5-8(c); (6) other good and just cause. It is further understood that “other good and just cause” as used in this contract, means a ground which is put forward in good faith, and which is not arbitrary, irrational, unreasonable, or irrelevant to the School Board’s task of building up and maintaining an efficient school system.

15. The parties also agree that the Board may, without cause, at its option, and by a minimum of ninety (90) 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 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 salary owed under the remaining term of the contract.

16. 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 District 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