

**NEW ALBANY-FLOYD COUNTY CONSOLIDATED SCHOOL CORPORATION
SUPERINTENDENT**

ADDENDUM TO REGULAR TEACHERS CONTRACT

This Addendum is attached to and made a part of the Regular Teacher's Contract (the "Teacher's Contract") by and between the New Albany-Floyd County Consolidated School Corporation (the "School Corporation") acting by and through its Board of Trustees (the "Board"), and Brad Snyder (the "Superintendent") on the date herewith and constitutes a part of the Contract. This Addendum and the Teacher's Contract shall be referred to collectively herein as the "Contract". To the extent this Addendum contradicts the Teacher's Contract and the Master Contract, and then this Addendum shall supersede those contracts. In consideration of the mutual promises and obligations set forth in the Contract, the parties agree as follows:

Section 1.02. Termination of this Employment Agreement.

- (a) **Termination by Mutual Consent.** This Agreement may be terminated on any date during the Employment Term, if the parties agree in writing to do so.
- (b) **Termination by the Superintendent Prior to the Expiration Date.** The Superintendent may terminate this Agreement upon written notice of termination by providing the Board no less than one hundred and twenty (120) days or an earlier date established by agreement between the Superintendent and the Board.
- (c) **The Contract may be cancelled by the Board** for any reason provided by law for the cancellation of the contract of an established teacher. The procedure provided by law applicable to superintendents for the cancellation of the contract set forth in Ind. Code 20-28-7.5-1 et seq. shall apply.
- (d) **Termination on Expiration Date of Employment Term.** The Board may terminate this Agreement on the Expiration Date as provided in Ind. Code 20-28-8-7-(3), and the Superintendent may terminate this Agreement on the Expiration Date as provided in Ind. Code 20-28-8-7 (4). The terms provided within this contract addendum shall begin on July 1, 2020 and terminate on June 30, 2023. The parties agree that the term of this Contract will be extended one (1) school year on July 1, 2021, and then each successive July 1 thereafter, if: (a) the Superintendent is evaluated as highly effective or effective for the preceding school year, and (b) the Superintendent fulfills, to the Board's satisfaction, the primary Board goals established by the Board in writing for the preceding school year (hereinafter referred to as a "Merit Extension"). The parties agree that to the extent the Superintendent would qualify each year for a Merit Extension, it will result in the Superintendent having a continuous three (3) year Contract. The parties acknowledge and agree that the Contract term and any extension thereof shall be subject to early cancellation/termination pursuant to the provisions in this Contract.
- (e) **Termination Due to the Superintendent's Death, Disability, Loss of Certification or Conviction of a Crime.** This Agreement shall terminate without action of the parties upon the death or total disability of the Superintendent as "total disability" is defined in the disability

insurance policy as applicable to the Superintendent. This Agreement shall also terminate without action of the parties upon the Superintendent's conviction of a crime set forth in Ind. Code 20-28-5-8(c) or the suspension or revocation of the Superintendent's license for the position of Superintendent from the Division of Professional Standards of the Indiana Department of Education.

Section 1.03. Severance Payment. If the Board initiates, and obtains, a termination by mutual consent as provided in Section 1.02 (a), the Board agrees to pay to the Superintendent the remainder of the contract salary due as defined under Section 3.01 below or the maximum severance amount permitted by Indiana law, whichever is less. If the Superintendent initiates, and obtains, a termination by mutual consent as provided in Section 1.02 (a) above, then the Board agrees to pay one year's salary as defined under Section 3.01 below (not to exceed the maximum severance permitted under Indiana law) or the remainder of the contract salary (not to exceed the maximum severance permitted under Indiana law), whichever is less.

Article 2. Superintendent's Duties and of the Parties.

2.01. Duties & Schedule of Work Days. During each Employment Year in the Employment Term, the Superintendent shall perform the duties of the Superintendent for two hundred and sixty (260) work days. In each school year, the Superintendent shall be granted paid vacation days in accordance with the School Corporation's Wage Related Benefits for School Administrators (hereinafter referred to as the "Administrator Benefits Guidelines"). The number of paid vacations days granted to the Superintendent via the Administrator Benefits Guidelines shall never be lower than 25 days per year, but may be greater than 25 days per year at the discretion of the Board. Unused vacation days may accumulate in accordance with the terms and conditions contained in the Administrator Benefits Guidelines, which accumulation cap for the Superintendent shall never be lower than 59 days but may, in the Board's discretion, be higher than 59 days.

The two hundred and sixty (260) work days shall also include paid holidays for administrators contained in the Administrator Benefits Guidelines.

Section 2.02. Participation in Professional Development Meetings and Organizations. The Board shall reimburse the Superintendent for appropriate business and professional expenses approved by the Board. Appropriate expenses shall include the cost of membership and participation in local/civic organizations, state and national professional associations of educational administrators and expenses related to the Superintendent's attendance at conferences and activities approved by the Board.

Article 3. Compensation.

Section 3.01. Basic Salary. As payment for the services the Superintendent renders to the Board and School District pursuant to this Agreement, the Board shall pay the Superintendent an initial annual base salary of \$176,660.51 ("Base Salary") for each Employment Year unless mutually agreed upon by the parties. Provided the Superintendent is evaluated as highly effective or effective and meets the leadership goals of the Board, the Superintendent shall be entitled to the same base salary increases and stipends received by other 260 day administrators employed by

the School Corporation. In addition, the Superintendent's Base Salary shall be used to determine the per diem rate for any per diem pay the Superintendent receives after that date. These amounts shall be payable in approximately equal installments on the pay date schedule established by the Board for certificated administrative employees and shall not be reduced during the Employment Term, without the express written consent of the Superintendent.

Section 3.02. Sick Leave. In each school year, the Superintendent shall be credited with paid leave days for personal illness or illness of a member of the Superintendent's immediate family. The amount of leave pursuant to this provision shall be in accord with the administrative benefits established by the Board for all School District administrative personnel. If unused, sick leave days shall accumulate from year to year, but shall not accumulate to exceed the cap (One Hundred Seventy-Eight (178) days).

Section 3.03. Other Paid & Unpaid Leaves. The Superintendent shall be entitled to paid or unpaid leave in any other circumstance other than sick leave in which paid or unpaid leave is required by state or federal law or permitted by the Board's policy then in force for paid leave for its administrative employees.

Section 3.04. Insurance Benefits. The Board shall provide health, dental and vision coverage to the Superintendent under the same terms and conditions that such insurance benefits are offered by the Board to other 260 day administrative employees. The Superintendent will be provided with a Universal Life Insurance policy with a death benefit of \$130,000.00. The accidental death benefit will remain as a term rider. The Universal policy will include a split-dollar agreement in which the Board will retain the ownership of the policy and will receive a refund of paid premium in the event of termination or death of the Superintendent. The Board will make an annual premium payment each year of employment.

Section 3.05. Deferred Compensation: Sections 457(b) & 403(b) Plan Contributions. In addition to the other compensation and benefits provided to the Superintendent pursuant to this Agreement, the Board shall provide additional basic salary for tax deferred contributions by the Superintendent to retirement plan arrangements described in Sections 457(b) and 403(b) of the Internal Revenue Code (the "Code") for each Employment Year in which the Superintendent is employed by the Board. The amounts agreed to be paid into these deferred compensation plans on an annual basis shall be \$20,000.00.

The Superintendent shall complete the necessary documents to make the elective deferrals to a Section 457(b) plan and/or 403(b) plan. The Board shall take necessary actions to implement these plans and make the elective deferrals designated by the Superintendent. The Superintendent acknowledges that the elective deferrals will be characterized as "Basic Salary" for Social Security, FICA and for contributions to the Indiana State Teachers Retirement Fund. The investment of all contributions pursuant to this Section shall be made at the direction of the Superintendent.

The School Corporation shall contribute for the Superintendent to the Corporation's 401(a) plan on the same basis as the Corporation contributes to such plans on behalf of all administrators in the School Corporation.

Section 3.06. Other Benefits. The Superintendent will be entitled to all other benefits established by the Board for all other administrative employees of the School Corporation provided such benefits are not in conflict with the terms of this Contract. To the extent the benefits for other administrative employees conflict with or duplicate a benefit provided by this Contract, then this Contract shall control and the benefit provided by this Contract shall be the benefit provided to the Superintendent.

Section 3.07 Board Assumption of Superintendent's ISTRF Employee Contribution & Reporting to INPRS. In addition to the other compensation for his services as Superintendent provided by this Agreement, the Board shall make the contribution of up to three percent (3%) on behalf of the Superintendent to the Indiana Public Retirement System that would otherwise be required to be paid by the Superintendent.

Article 4. Business Expenses.

4.01. Technology Support. The Board shall provide the Superintendent with a personal laptop. In accordance with and pursuant to the Corporation's written policies regarding cell phones, the Board shall provide a cell phone allowance to the Superintendent in accordance with the Administrator Benefits Guidelines, which allowance shall never be lower than \$60.00 per month but may be higher than \$60.00 per month in the Board's discretion. The Board shall provide the Superintendent with a personal computer and / or laptop along with accompanying peripherals. The Superintendent agrees that the value of these services will be " W-2 income" and he will be responsible for documenting business use of these instrumentalities and claiming any deduction on his Indiana and federal income tax returns.

Section 4.02. Automobile Allowance. The Board shall pay the Superintendent the sum of Five Hundred Dollars (\$500.00) per month during the Employment Term for his use of his automobile in traveling inside and outside the School District in the performance of his duties as Superintendent. The automobile allowance is expressly in lieu of the Board providing the Superintendent with a leased or purchased automobile for that purpose, as well as in lieu of all other automobile mileage reimbursement.

Article 5. Defense & Indemnification of the Superintendent.

The Board shall defend, hold harmless, and indemnify the Superintendent in all demands, claims, suits, actions and legal proceedings brought against him in his office or individual capacity in connection with any matter arising while he was acting within the scope of his employment, as provided by Ind. Code 20-26-5- 4(17) or a successor Statute; except that, in no case, will individual Board members or the Board as a whole be considered personally liable for indemnifying the Superintendent against such demands, claims, suit, actions, and legal proceedings, nor shall the Board be required to provide counsel to the Superintendent in proceedings in which the Superintendent and the School Corporation or the Board are on opposite sides.

Article 6. Amendment.

This Agreement and the Regular Teacher's Contract entered into between the Board and the Superintendent constitute the entire agreement between the parties and shall not be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by the Board and the Superintendent. This Agreement supersedes all prior agreements between the parties.

Article 7. Regular Teacher's Contract.

In accordance with Indiana Law, the Board and the Superintendent hereby incorporate by reference in this Agreement all of the provision of the "Regular Teacher's Contract," as executed by the Board and the Superintendent on the official form prescribed by the Superintendent of Public Instruction, for each applicable Employment Year.

Article 8. Agreement as a Public Record.

The parties agree that this Agreement is a public record under the Indiana Access to Public Records Law, Ind. Code 5-14-3, and Ind. Code 20-28-6-2 [d] pertaining to teacher contracts generally.

IN WITNESS WHEREOF, the Board and the Superintendent have executed this agreement this ____ day of September 2020.

Brad Snyder, Superintendent

By: _____
President, Board of Trustees

Attest: _____
Secretary, Board of Trustees