

**SUPERINTENDENT'S SUPPLEMENTAL CONTRACT ADDENDUM TO  
REGULAR, TEACHER'S CONTRACT**

This contract is made and entered into at Gary, Indiana, this \_\_\_\_ day of \_\_\_\_\_, 2024, and effective the 1st day of July, 2024, by and between the Board of Trustees of the Gary Community School Corporation (the "Board" or "Corporation") and \_\_\_\_\_ (the "Superintendent"), and is intended to supplement the basic contract (regular teacher's contract) in effect between the parties.

Whereas, the Board now desires to employ \_\_\_\_\_ to fulfill the duties of Superintendent of Schools of the Gary Community School Corporation;

Whereas, the Board and the Superintendent agree that a written employment contract is necessary to describe specifically their relationship and to serve as a basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the Gary Community School Corporation;

Whereas, \_\_\_\_\_ has consented to fulfill the duties of Superintendent during the time period specified herein in accordance with Indiana law; and

Now therefore the recitals are incorporated into this Contract as though they were fully set forth herein and the parties hereby agree as follows:

1. Term. The Board hereby employs the Superintendent and the Superintendent accepts employment as Superintendent of the Gary Community School Corporation for a term which commences the 1st day of July, 2024, and continues through the 30th day of June, 2027, subject to the terms hereof. This Contract may be terminated, before the specified expiration date, in accordance with I.C. 20-28-8-7. In the event this Contract is not terminated before the specified expiration date, the Board and Superintendent will meet and confer by June 30 of the preceding year before the Contract is set to expire to discuss the issue of Contract expiration date pursuant to I.C. 20-28-8-7(3) and I.C. 20-28-8-7(4).

2. Duties. The Superintendent, in consideration of her employment and the salary and other sums and benefits to be provided to her by the Board, hereby accepts employment on the terms and conditions set forth herein, and promises and agrees:

A. That she will act as the Chief Executive Officer of the Gary Community School Corporation.

B. That she will faithfully perform all the duties imposed upon the Superintendent of Schools applicable to this school corporation under the laws of the State of Indiana, and the rules, regulations and directives promulgated by any Board, Commission, or other agency of the State of Indiana, and all proper policy and directives of the Board of School Trustees.

C. That consultation or other services for remuneration outside the scope of the Gary Community School Corporation's employment shall be performed on personal leave or vacation days or at times other than

while the performance of her duties as Superintendent of the Gary Community School Corporation. Such services may be performed without taking personal leave or vacation time with the permission of the Board President, provided that remuneration therefore shall be transferred to the Gary Community School Corporation. The Board shall be kept informed of such services, which shall not interfere with the Superintendent's primary responsibility to the Gary Community School Corporation.

D. The Board shall not reassign the Superintendent to another position in the School Corporation nor shall it assign the Superintendent duties to other School Corporation employees.

3. Compensation. The Board shall pay the Superintendent an annual salary of \$215,000.00 effective July 1, 2024 with annual percentage increases equal to that provided to GCSC teachers, if given, but not to exceed 2.5%. The Superintendent's annual salary described herein is not in addition to that described in the Regular Teacher Contract. Upon the completion of the annual evaluation of the Superintendent, the Board will have the sole discretion to award performance incentives if tangible improvements are made in each of the three areas described below using the following payment range:

- Academic Improvement (\$0 up to \$5,000)
- Financial and Operational Leadership (\$0 up to \$5,000)
- District Enrollment Increases (\$0 up to \$5,000)

The annual salary shall be paid to the Superintendent in installments in accordance with other 12-month administrative employees. The Superintendent acknowledges herein that the Board is not required to pay any statutory contribution on her behalf to the Indiana Public Retirement System ("INPRS") and hereby waives any claims and/or entitlement to contributions under this Contract.

4. Review of Term and Salary. The Board and Superintendent shall annually review the salary and term of the contract by June 15, starting in 2025. Any adjustment in salary provided during the life of this Contract shall be in the form of amendment and shall not alter the other terms of this Contract.

5. Performance Review. The Board shall, on at least an annual basis, at such times as shall be reasonably agreed upon by the Board and the Superintendent and in accordance with section 4 of this Contract, review the performance of the Superintendent. The method of evaluation shall be agreed upon between the parties and shall be in accordance with Indiana law.

6. Vacation. Beginning July 1, 2024 and each subsequent July 1 of this Contract, the Superintendent shall be provided 20 days of paid vacation. Any unused vacation days in a Contract year shall be forfeited. The Superintendent shall not receive any compensation for such forfeited days. During each year of this Contract, the Superintendent shall have the right to be paid out for unused vacation days, up to and not to exceed five (5) days, at a rate of \$826.92 per day minus any and all withholdings required by state and federal law.

7. Insurance Package. The Board will provide, upon the payment by the Superintendent of a \$1.00 enrollment fee, a fully paid insurance package of health/medical, dental and vision plans. The Board shall also provide a fully paid long-term and short-term disability policy with benefits consistent with the existing plans in effect in the School Corporation. Superintendent shall have the right to elect a term life insurance policy with a death benefit limit not to exceed \$400,000. The Board shall pay the premium for said policy until this Contract expires and/or is terminated.

8. Sick Leave. Beginning July 1, 2024 and each subsequent July 1 of this Contract, the Board shall provide the Superintendent ten (10) Sick Leave Days (“Sick Leave Days”), which the Superintendent may use for personal illness and/or for the illness of immediate family members. For purposes of this Contract, “immediate family members” shall be defined as a spouse, children, and her parents. Sick Leave Days earned by the Superintendent while employed with the Corporation shall accumulate from year to year if unused in a Sick Leave Bank. At the end of her employment, the Superintendent is entitled to payment of unused Sick Leave Days at a rate of \$30 for each unused day.

In addition, the Superintendent shall have the option to immediately transfer 60 sick leave days accumulated in her most recent, prior Superintendent employment. All transferred sick leave days will be immediately placed in a Transferred Sick Leave Bank for the Superintendent. The sick leave days in the Superintendent’s Transferred Sick Leave Bank may be used by the Superintendent only in the event the Superintendent exhausts all the Sick Leave Days available under this Contract and available to her in the Sick Leave Bank. The Superintendent’s sick days in her Transferred Sick Leave Bank shall have no cash value at the end of her employment with the School Corporation. In the event it is legally determined that unused sick days in the Transferred Sick Leave Bank are entitled to be paid, it shall be at the same rate for unused Sick Leave Days in this provision. No accumulated sick days, no matter how characterized or described under this Contract, shall ever exceed ninety (90) sick leave days.

9. Personal Leave, Bereavement and Holidays. In each Contract year, the Superintendent will be given three (3) days of personal leave days which will not accumulate if not used during the school year. The Superintendent may be absent from work with pay for a death in her immediate family for a period not extending not more than five (5) consecutive days beyond death in each Contract year. “Immediate family” shall be defined as a spouse, children, and her parents. At the end of her employment, Superintendent is not entitled to payment for any unused personal leave days or bereavement days which shall not accumulate. The Superintendent shall be entitled to all legal holidays as observed in each Contract year and approved by the Corporation.

10. Upon Death of the Superintendent, all retirement, sick leave, longevity and severance benefits for which she is eligible, if any, shall be paid to her beneficiary whether or not she notified the Indiana State Teachers Fund. The remaining benefits shall be consistent with the terms of the Personnel Policies and Regulations for Administrative Staff, as amended.

11. Tax Sheltered Annuities. As a consideration of retirement benefits, the Superintendent shall receive by July 30 of each year of this Contract an annual contribution equal to 5% of the annual salary, with the companies designated by the Superintendent.

12. Expenses. In the case of out of state travel approved by the Board President, the Board shall reimburse the Superintendent only for reasonable expenses incurred in the performance of her duties under the Contract. The Board shall reimburse Superintendent mileage for Board approved business trips, in which an automobile is used, outside of a 30-mile radius of the School Corporation in accordance with the School Corporation's standard rate approved by the IRS.

13. Automobile Entitlement. In lieu of the Board providing the Superintendent with an automobile for use in the furtherance of her duties, the Superintendent shall receive a monthly vehicle allowance of \$700.00.

14. Professional Liability. To the fullest extent allowable by law, the Board shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits or actions, and legal proceedings brought against the Superintendent in either her official or individual capacity, provided that the incident arose while the Superintendent was acting in good faith within the scope of her official employment and excluding criminal litigation or litigation in which the Superintendent and the Board are adverse parties, and as such liability coverage is within the authority of the Board to provide under Indiana law.

15. Professional and civic organization dues. The Board encourages the Superintendent to engage in community and professional organizations. Subject to approval by the Board President, the Superintendent will be reimbursed for her dues and expenses in connection with professional and civic organizations.

16. Technology. The Superintendent shall be provided a laptop, office computer for use at the School Corporation, smartphone, printer, scanner and/or tablet device. Any monthly charges associated with such technology will be paid by the Board. The technology described herein shall remain the property of the Corporation and must be returned upon the expiration and/or termination of this Contract.

17. Interpretation of Contract. This Agreement shall be construed to be an addendum to any Regular Teacher's Contract executed between the parties as required by applicable law, except that any monetary consideration set forth in this Agreement shall be deemed superseded by the monetary terms and conditions set forth in the Regular Teacher's Contract to the extent addressed by said contract. The written contract so described shall constitute the entire agreement of the parties and shall be modified only in writing.

18. Venue and Savings clause. This addendum is governed by the laws of the State of Indiana and shall be subject to the provisions of any applicable state law concerning the terms and conditions of an employment contract between a public-school corporation and its Superintendent. Any action brought under this Contract shall be filed in a Lake Superior / Lake Circuit Court located in Lake County, Indiana. If during the term of this contract, any clause or portion of this contract shall be found to be void or illegal by a court, the remainder of the contract not affected by such ruling shall remain in full force and effect.

19. Moving Expenses. The Board will reimburse the Superintendent for reasonable, one time, documented moving expenses up to a maximum of \$10,000. The Superintendent forfeits reimbursement under the provision unless documented expenses are submitted to the Board by December 31, 2024.

20. Transition Work. The Superintendent shall be entitled to payment of a per diem rate for transition work undertaken with the School Corporation and/or MGT prior to July 1, 2024. The per diem rate will be calculated as follows:  $\$215,000/260 \text{ days} = \$826.92$  per day minus any and all withholdings required by state and federal law. Superintendent shall be entitled to be paid reasonable travel expenses associated with transition work approved by the Board President.

21. Miscellaneous. Superintendent shall be solely responsible for the payment of federal, state, and local taxes on Superintendent's income and amounts received under this Contract and/or any benefit plan.

*IN WITNESS WHEREOF*, the Gary Community School Corporation, Indiana has caused to be affixed hereto its official name and seal, and the signature of the Board of Trustees, attested to by the Secretary, and \_\_\_\_\_ has hereunto affixed his/her. Signature this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

BOARD OF SCHOOL TRUSTEES FOR GARY  
COMMUNITY SCHOOL CORPORATION

BY:

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President

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Secretary

SUPERINTENDENT OF SCHOOLS

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