

ADDENDUM TO TEACHER'S CONTRACT
Superintendent Contract

THIS ADDENDUM TO TEACHER'S CONTRACT ("Addendum") is attached to and made a part of the regular Teacher's Contract ("Contract") entered into by and between Perry Township Schools, Marion County, Indiana, hereinafter called "Employer" and Patrick Mapes, hereinafter called "Superintendent."

Whereas, Employer desires to employ Superintendent; and

Whereas, Superintendent is willing to accept such employment.

Now, therefore, in consideration of the mutual covenants contained herein, Employer and Superintendent agree as follows:

1. Employment of Superintendent; Term of Employment

Employer employs the Superintendent and the Superintendent agrees to be employed by the Employer as a superintendent for a period beginning July 1, 2017 and concluding on June 30, 2020 ("Contract Term"). Unless either party notifies the other party by May 31, 2018, this Addendum shall be automatically extended to June 30, 2021. Thereafter, this Addendum shall be automatically extended an additional year unless the Superintendent or the Employer notifies the other party to the contrary by May 31 of each calendar year. Superintendent is obligated to provide written notice to the Employer's School Board ("Board") of this automatic extension provision by May 1 of each calendar year starting May 1, 2018.

2. Duties of the Superintendent

The Superintendent represents and warrants that Superintendent possesses the necessary expertise and experience to perform all duties and fulfill all obligations of a superintendent. In consideration of the obligations and commitments of the parties, the Superintendent agrees to completely and faithfully serve the Employer as a superintendent during the term of this Addendum, doing and performing the duties generally recognized as being the normal functions of a public school superintendent in the State of Indiana and as enumerated in Board Policy. The Superintendent agrees to perform at a professional level of competency as required by this Addendum, law, and the policies of the Board. The Superintendent shall execute all duties and responsibilities as established by the Employer.

Superintendent represents and warrants that Superintendent holds a valid Indiana superintendent's license. Superintendent shall maintain said license in good standing throughout the term of this Contract. Should said license be revoked or become invalid, this Contract shall automatically be terminated without further notice or hearing.

The parties to this Addendum further agree that the duties performed by the Superintendent pursuant to this Addendum are unique to this position for the Employer

and the Superintendent will therefore not be transferred or reassigned by the Employer to another position without the Superintendent's written consent which shall not be unreasonably delayed or withheld.

The Superintendent agrees at all times while employed pursuant to this Addendum to fully meet the minimum qualifications for the position of a superintendent as required by law. The Superintendent shall execute the responsibilities of the position of superintendent by following and applying at all times the highest professional and ethical guidelines and standards.

The Superintendent is generally expected to devote full attention to the duties with the Employer, but the Superintendent may undertake consulting work, speaking engagements, writing, lecturing or other professional duties and obligations provided that such activities do not interfere or conflict with meeting the responsibilities as a superintendent. The Superintendent shall notify the Board or its designee prior to the performance of these activities that involve attention during normal working hours. The Superintendent shall provide notice to the Board of all other such activities preventing full attention to the duties of superintendent. If outside activities take place during normal working hours, Superintendent may keep the compensation for such activities provided the Superintendent is using a vacation or personal leave day; otherwise, any fees earned shall be assigned to and transferred to Employer.

3. Salary and Benefits

So long as Employer employs Superintendent as a superintendent:

(a) Employer will pay to Superintendent or on the Superintendent's behalf:

(i) Salary

An annual salary of One Hundred Ninety Eight Thousand Dollars (\$198,000) through June 30, 2018. The Board will increase the salary of the Superintendent on an annual basis depending on the results of the Board's evaluation of the Superintendent. In no event shall the Superintendent's annual increase exceed twenty-thousand dollars (\$20,000.00). Upon approval by the Board, any adjustment in the Superintendent's salary that occurs in accordance with the terms of this Agreement becomes part of this Agreement and shall not be considered a new agreement. This annual salary shall be paid to the Superintendent on an equal installment basis during each year of such employment, the installment payment dates to be commensurate with the installment payment dates applicable to other administrative employees of the Employer.

(ii) 403(b) and 457 Contributions

In each school year of employment, the Superintendent shall be eligible to participate and make contributions into the Employer's 403(b) and 457

retirement plans. The amount of these elective deferrals shall be the maximum contribution the Superintendent can contribute to this plan. Assuming the Superintendent enrolls timely and remains eligible as a participant, the Employer's annual contribution to the retirement plans will be \$1,538.46 per pay period distributed between the Employer's 403(b) and 457 plans as directed by the Superintendent.

(iii) *ISTRF Employee Contribution*

Superintendent will be entitled to participate in the ISTRF plan and the Employer will make the 3% contribution to the ISTRF.

All payments to the Superintendent coming within the definition of "annual compensation" as defined in Ind. Code 5-10.2-4-3(d) as of the Effective Date shall be included in the Superintendent's compensation reported to the Indiana State Teacher's Retirement Fund ("ISTRF") for purposes of the calculation of the Superintendent's "average of annual compensation" as defined at Ind. Code 5-10.2-4-3(b) as of the Effective Date.

(iv) *Business and Professional Expenses*

Any appropriate, reasonable business and professional expenses incurred on behalf of the Employer. Appropriate expenses shall include the cost of membership and participation in professional associations of school leaders, community organizations, and travel, meal, and accommodation expenses related to the Superintendent's attendance at preapproved conferences and activities.

(v) *Health Examination*

For any uninsured cost of an annual, routine medical-physical examination. Results of the examination and PHI shall not be given to the Board, but the Board may, upon a reasonable belief, based on objective evidence that the Superintendent will be unable to perform essential job functions or will pose a direct threat because of a medical condition, request a statement from the examining physician stating that the Superintendent is physically and mentally fit to perform the duties of the position.

(b) *Employer will pay for and provide on Superintendent's behalf:*

(i) *Basic Salary Allowance in lieu of Auto Allowance*

Superintendent will monthly receive \$1,000.00 as additional basic salary in lieu of an auto allowance or mileage reimbursement.

(ii) *Insurance*

Superintendent may participate in the Employer's insurance plans under the same terms and conditions applicable to all other full-time administrators

employed by Employer.

(iii) Technology

In addition to technology provided to Superintendent by Employer, the Employer agrees to provide Superintendent with a monthly technology allowance of one hundred dollars (\$100.00).

(c) Superintendent shall be entitled to:

(i) Sick Leave

The Superintendent shall be entitled to an annual number of sick days equivalent to those provided to other full time administrative employees of the Employer. The Superintendent may use sick leave days and will be allowed to accumulate the same number of sick days as permitted under that benefit plan by other administrative employees.

(ii) Other Leave

The Superintendent shall be entitled to an annual number of vacation and other leave days equivalent to other full time administrative employees. The Superintendent will receive no less than twenty (20) vacation days per year.

(iii) Disability Insurance

Disability insurance coverage shall be offered to Superintendent. The coverage shall be based on the plan documents.

(iv) Other Administrative Benefits

Any other fringe benefit Employer makes available to other certified administrative employees, to teachers through the Master Contract (between the Employer and the exclusive representative), or other benefits to which teachers of public school corporations are entitled under the law. The terms of this Addendum control over any inconsistent terms.

4. Defense and Indemnification for Acts in Performance of Duties

The Employer agrees to indemnify the Superintendent for any legal dispute arising out of the performance of the duties as a superintendent and to hold the Superintendent harmless for all claims, demands, and judgments arising out of these disputes to the fullest extent permitted by law. Employer shall not provide counsel to Superintendent in any dispute to which Superintendent and the Employer are adversaries or a conflict of interest arises.

5. Evaluation

The Board's evaluation of Superintendent shall be consistent with the law as applied to the evaluation of a public school superintendent. The Board shall conduct an annual evaluation of Superintendent, not later than June 15 of each year, starting in 2018. The Board may, but is not required to, conduct an evaluation of Superintendent at an earlier time. Not later than January 31 of each year, the Board and Superintendent shall agree as to the written evaluation instrument and the procedures to be used to evaluate Superintendent.

6. Termination

This Addendum may be terminated at any time prior to the end of the Contract Term for cause, and as permitted by applicable law of the State of Indiana.

7. Miscellaneous

Superintendent shall be solely responsible for the payment of federal, state, and local taxes on Superintendent's income and amounts received under any benefit plan. This Addendum along with the Contract constitute the entire agreement between the Superintendent and the Employer, supersedes any prior negotiations, agreements or representations, whether oral or written. The terms of this Addendum control over any inconsistent terms found in policy or any other document provided that the conflicting term of this Addendum is consistent with the law. This Addendum may be amended or modified only by a written document signed by the parties and approved consistent with applicable law. This Addendum is governed by the laws of the State of Indiana. Superintendent shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. This Addendum shall be deemed drafted equally by the parties. If, during the term of this Addendum, any specific clause or provision thereof is determined to be illegal or in conflict with law, the illegal or conflicting provision shall be deemed void. The remainder of the Addendum shall not be affected and shall remain in full force and effect. The Employer will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law.

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This Addendum is executed in duplicate on the 10th day of July, 2017 to be effective July 1, 2017 and each party has a copy thereof.

**PERRY TOWNSHIP SCHOOLS
BOARD OF SCHOOL TRUSTEES**

Ken Mertz, Board President



Ed Denning, Board Vice President



Jon Morris, Member



Emily Hartman, Member



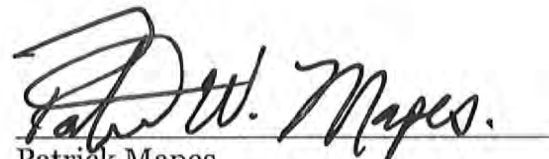
Steve Johnson, Member



Steve Maple, Member



Charles R. Mercer, Jr., Member



Patrick Mapes
"Superintendent"