

## **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 Dr. Patrick Spray, 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, 2023 and concluding on June 30, 2026 ("Contract Term"). Unless either party notifies the other party by May 31, 2024, this Addendum shall be automatically extended to June 30, 2027. 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. However, this Addendum may be extended no more than five (5) years beyond the initial ending date of June 30, 2026.

#### **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 this license in good standing throughout the term of this Contract. Should this 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 on the Superintendent's behalf:**

##### **(i) Salary**

An annual base salary of Two Hundred Fifteen Thousand Dollars (\$215,000.00) through June 30, 2024. The Board, in its sole discretion, may 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.) 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(b) 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(b) retirement plans. Assuming the Superintendent enrolls timely and remains eligible as a participant, the Employer's annual contribution to the retirement plans will be \$1,307.70 per pay period distributed between the Employer's 403(b) and 457(b) 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 \$461.54 per pay period as additional basic salary in lieu of an auto allowance or mileage reimbursement.

**(ii) Moving Expenses**

In the event Superintendent relocates Superintendent's primary residence within the boundaries of Perry Township Schools, the Board will reimburse Superintendent for up to \$10,000 of reasonable expenses related to Superintendent's relocation. Superintendent shall submit appropriate receipts to the Board for reimbursement.

**(iii) 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.

**(iv) Term Life Insurance**

During the term of this Agreement, the Board agrees to provide Superintendent a term life insurance policy with a benefit amount of \$300,000. The Board will pay all premiums which come due for such term life insurance policy during the term of this Agreement.

**(v) Technology**

In addition to technology provided to Superintendent by Employer, the Employer agrees to provide Superintendent with a monthly technology allowance of \$46.15 per pay period.

**(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. The Superintendent will be eligible to have all sick days from a prior district transferred to Perry Township Schools in a lump amount provided documentation is provided from prior district.

**(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 in the Employer's Administrator Handbook. The terms of this Addendum control over any inconsistent terms. The Superintendent is immediately vested 100% in all accounts.

#### **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. This paragraph shall not apply to any dispute in which Superintendent and the Employer are adversaries or in which 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 2024. 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.

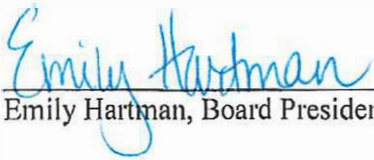
#### **7. Miscellaneous**

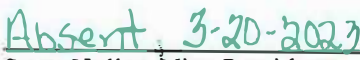
Superintendent shall be solely responsible for the payment of federal, state, and local taxes on Superintendent's income and amounts received under any benefit plan. This Addendum along with the Contract constitute the entire agreement between the Superintendent and the Employer, supersedes any prior 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.

(SIGNATURE PAGE TO FOLLOW)

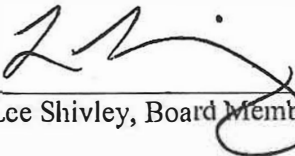
This Addendum is executed in duplicate on the 20th day of March, 2023 to be effective July 1, 2023 and each party has a copy thereof.

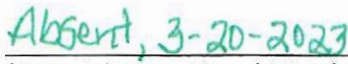
PERRY TOWNSHIP SCHOOLS BOARD OF EDUCATION

  
Emily Hartman, Board President

  
Absent, 3-20-2023  
Scott Heller, Vice President

  
Kenneth Mertz, Secretary

  
Lee Shivley, Board Member

  
Absent, 3-20-2023  
Steve Johnson, Board Member

  
Hre Mang, Board Member

  
Absent, 3-20-2023  
Chris Lewis, Board Member

  
Dr. Patrick Spray, Superintendent



## REGULAR TEACHER CONTRACT

13206-2022-2

*Prescribed pursuant to Ind. Code 20-28-6-3 as the regular and uniform contract  
for the employment of teachers pursuant to Ind. Code 20-28-6-4(b)*

This regular teacher contract ("Contract") is by and between the governing body of the **Perry Township Schools** ("Corporation") and **PATRICK SPRAY** ("Teacher"). **PATRICK SPRAY** is a teacher as defined in Ind. Code 20-18-2-22.

In exchange for the Teacher's services described below, the Corporation and the Teacher agree that:

1. The Teacher shall teach in the schools of the Corporation for the school term, beginning **07/01/2023**, and ending on **06/30/2026**. *Ind. Code 20-28-6-2(a)(3)(A)*
2. The school term described in paragraph 1 immediately above for services under this Contract consists of **260.00** days. *Ind. Code 20-28-6-2(a)(3)(B)*
3. The number of hours per day the Teacher is expected to work under this Contract is **8.00**. *Ind. Code 20-28-6-2(a)(3)(E)*
4. The Corporation shall pay the Teacher for services under this Contract the total salary of **\$215,000.00** during the school year. *Ind. Code 20-28-6-2(a)(3)(C)*
5. The Corporation shall pay this amount in **26** installments on a **Bi-weekly** basis. *Ind. Code 20-28-6-2(a)(3)(D) Ind. Code 20-28-6-5(1)*
6. This contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this 20th day of March 2023.

Teacher:



School Corporation by:



Attested:



Superintendent

F



Secretary

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13206-2022-2

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2. The school term described in paragraph 1 immediately above for services under this Contract consists of **260.00** days. *Ind. Code 20-28-6-2(a)(3)(B)*
3. The number of hours per day the Teacher is expected to work under this Contract is **8.00**. *Ind. Code 20-28-6-2(a)(3)(E)*
4. The Corporation shall pay the Teacher for services under this Contract the total salary of **\$34,000.00** during the school year. *Ind. Code 20-28-6-2(a)(3)(C)*
5. The Corporation shall pay this amount in **26** installments on a **Bi-weekly** basis. *Ind. Code 20-28-6-2(a)(3)(D) Ind. Code 20-28-6-5(1)*
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Secretary



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2. The school term described in paragraph 1 immediately above for services under this Contract consists of **260.00** days. *Ind. Code 20-28-6-2(a)(3)(B)*
3. The number of hours per day the Teacher is expected to work under this Contract is **8.00**. *Ind. Code 20-28-6-2(a)(3)(E)*
4. The Corporation shall pay the Teacher for services under this Contract the total salary of **\$12,000.00** during the school year. *Ind. Code 20-28-6-2(a)(3)(C)*
5. The Corporation shall pay this amount in **26** installments on a **Bi-weekly** basis. *Ind. Code 20-28-6-2(a)(3)(D) Ind. Code 20-28-6-5(1)*
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President

Attested:

  
Superintendent  
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3. The number of hours per day the Teacher is expected to work under this Contract is **8.00**. *Ind. Code 20-28-6-2(a)(3)(E)*
4. The Corporation shall pay the Teacher for services under this Contract the total salary of **\$1,200.00** during the school year. *Ind. Code 20-28-6-2(a)(3)(C)*
5. The Corporation shall pay this amount in **26** installments on a **Bi-weekly** basis. *Ind. Code 20-28-6-2(a)(3)(D) Ind. Code 20-28-6-5(1)*
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