

ADDENDUM TO SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This Addendum to Superintendent's Contract of Employment (hereinafter, the "Addendum") alters the Regular Teacher Contract (the Regular Teacher Contract, as amended by this Addendum, shall be referred to hereinafter as the "Superintendent Contract") for the employment of Kathryn Goad (the "Superintendent") as Superintendent by the Board of School Trustees of the Linton-Stockton School Corporation (the "Board" – the Superintendent and the Board may be referred to hereinafter individually as a "Party" or collectively as the "Parties") by consent of the Parties in the manner permitted by Indiana Code.

Definition of Terms

"Superintendent" refers to Kathryn Goad;

"Board" refers to the Board of School Trustees acting as the governing body of the Linton-Stockton School Corporation; and

"School Year" as used in this Addendum refers to the period of each calendar year beginning on July 1st and concluding on June 30th.

Employment of Superintendent and Term of Employment

The Board agrees to employ the Superintendent and the Superintendent agrees to be employed by the Board as the Chief Executive Officer of Linton-Stockton School Corporation for a period of two (2) years, beginning on July 1, 2019, and concluding on June 30, 2021 (the "Term"), subject to the terms of this Addendum.

The Term shall be automatically extended one (1) calendar year on July 1, 2020, and then on each successive July 1st for four (4) years thereafter, unless either Party gives the other written notice on or before the preceding June 1st that the Party does not agree to the automatic extension of the Superintendent Contract. The Parties agree that this shall result in a continuous two (2) year Superintendent Contract, unless one Party provides timely written notice to the other as provided herein. The Superintendent, no later than May 1st of each year, shall remind the Board in writing of the deadline for preventing the automatic extension of the Term. Pursuant to IC §20-28-8-6-(b)(1), the Term may not be extended for more than 5 additional years beyond the initial Term of the Superintendent Contract.

The parties agree that the Superintendent shall provide services on 260 days during each School Year. These workdays shall be provided in accordance with a schedule of workdays established by the Superintendent so as to insure the full and competent performance of the Superintendent Contract.

The Superintendent's 260 scheduled work days shall include vacation days, sick days and personal days pursuant to the Fringe Benefits section in this Addendum.

The Board agrees to review the Superintendent's performance once per School Year during the month of November. If the Superintendent requests, prior to April 1st, the Board will review the Superintendent's performance a second time during the School Year.

Duties of Superintendent

The Parties agree that the duties of the position of Superintendent to be performed pursuant to the Superintendent Contract are set forth in a job description for the position, which is incorporated into the Superintendent Contract as a material term by reference in Board Policy. The review of the Superintendent's job performance provided for above shall be based upon the duties in this job description. The Parties agree that the description of the duties as Superintendent as stated in the Superintendent's job description incorporated into the Superintendent Contract represent a reasonable division of responsibilities between the policy making responsibilities of the Board and the implementation and management responsibilities of the Superintendent. The Parties further agree that this division of responsibilities is consistent with and shall continue to be implemented consistent with the Indiana School Boards Association Code of Ethics for School Board members as adopted by the Indiana School Boards Association.

The Superintendent agrees that her duties, pursuant to the Superintendent Contract, represent full time employment and she will not accept outside employment, perform work as an independent contractor, or engage in any other business pursuit involving her personal services, if any of these activities interfere with her performance of her duties as Superintendent as determined by the Board.

The Parties to the Superintendent Contract further agree that the duties performed by the Superintendent, pursuant to the Superintendent Contract, are unique to the position of Superintendent and the Superintendent, therefore, will not be transferred or reassigned by the Board to another position without her written consent.

The Superintendent agrees that at all times, while she is employed pursuant to the Superintendent Contract, she will fully meet the minimum qualifications for the position of Superintendent, which include but are not limited to maintaining a superintendent's license from the State of Indiana.

Salary and Benefits

As consideration for the performance of the duties and meeting the qualifications established by the Superintendent Contract, the Board agrees that the Superintendent shall receive the following:

1. Basic Salary

The Superintendent shall receive the Basic Salary of \$110,000.00.

The Board may from time-to-time during the Term of the Superintendent Contract consider whether an increase in the Superintendent's Basic Salary is warranted, which decision shall be in the sole, absolute and unfettered discretion of the Board. The Superintendent shall be paid in 26 equal installments on a schedule fixed for all employees of the School Corporation.

2. Additional Basic Salary

- A. SRA Amount – Except as otherwise hereinafter adjusted, the Superintendent shall receive as Additional Basic Salary an amount equal to the annual cost of family coverage in the School Corporation's medical, dental, and vision insurance plans, and a contribution of \$6,000 per calendar year to a health savings account (the "SRA Amount"), as in effect from time to time during the term of the Superintendent Contract. For any adjustment in the SRA Amount occurring during the term of the Superintendent Contract, an appropriate adjustment will be made in the subsequent SRA Amount otherwise to be paid to the Superintendent. (Any subsequent adjustment in the SRA

Amount may be attached as an exhibit to this Addendum, but the adjustment and its impact shall otherwise be determined by the School Corporation's business office.)

- B. Payment Elections – The SRA Amount shall be made available to the Superintendent in the same manner that the Superintendent's Basic Salary is made payable to the Superintendent. At the Superintendent's election, the SRA Amount can be used to: (i) fund and pay through salary reduction contributions for any of the qualified benefits selected under a Section 125 Plan maintained by the School Corporation, (ii) make salary reduction contributions to Section 403(b) and/or Section 457(b) Plans, or (iii) paid as additional wages to the Superintendent. However, unless and until the Superintendent completes an applicable salary reduction agreement, the SRA Amount shall be paid throughout the term of the Superintendent Contract in installments directly to the Superintendent, less applicable income and employment tax withholdings. (Applicable salary reduction agreements may be obtained from the School Corporation's business office.)
- C. ISTRF Compensation – It is intended that the SRA Amount shall be: (i) included in the Superintendent's "annual compensation" as defined in Indiana Code, (ii) used to determine the "average of annual compensation" as defined in Indiana Code, and (iii) otherwise reported to the Indiana State Teacher's Retirement Fund for purposes of calculating the Superintendent's retirement benefit.

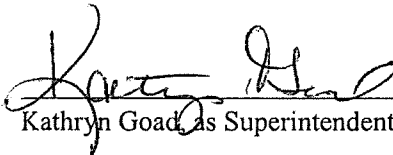
3. Fringe Benefits

- A. Teachers' Master Contract – In addition to those benefits described herein, the Superintendent is entitled to those fringe benefits included in the negotiated agreement between the School Corporation as the Teachers Association, as amended (the "Teachers Master Contract"), but otherwise subject to the adjustments described hereinafter.
- B. Group Medical, Dental, and Vision Plans – The Superintendent, as well as the Superintendent's spouse and dependents, if any, may participate in the School Corporation's group medical, dental, and vision plans, subject to the eligibility requirements of such plans. The Superintendent will be responsible for the entire cost of participation in such group medical, dental, and vision plans.
- C. Salary Reduction Contributions – The Superintendent may elect to make tax deferred contributions, i.e., salary reduction contributions, to plans described in Sections 125, 403(b), and/or 457(b) up to the maximum limits allowed by those Sections and the applicable plans. At the Superintendent's written election, the SRA Amount may be used to make these salary reduction contributions. Such contributions shall be 100% vested at all times. (The School Corporation shall maintain a list of approved investment vendors for the plans.)
- D. Annuity – The Superintendent shall be entitled to a 5.75% annuity.
- E. Vacation Leave – The Superintendent shall be granted 20 paid vacation days per School Year. School Year holidays and school vacation periods identified in the 181 day district calendar period, plus federal holidays outside of the school calendar are not required working days for the Superintendent and are not counted toward the vacation day allocation.

- F. Insurance Coverage – The Board agrees to make available insurance consistent with the coverage available in the School Corporation for the Superintendent and her spouse.
- G. ISTRF Employee Contribution – The Board shall make any contribution to the Indiana State Teachers Retirement Fund that would otherwise be required to be paid by the Superintendent. All payments to the Superintendent are subject to federal income tax and the Superintendent's contribution to ISTRF shall be included in the Superintendent's salary for purposes of calculating benefits under ISTRF.
- H. Term Life Insurance and Long Term Disability – The Superintendent shall receive \$100,000 of term life insurance coverage paid by the Board. Further, the Board will pay to the Superintendent an amount equal to the premium for an additional supplemental life insurance policy of \$100,000, at a cost of \$1.00 per year to the Superintendent. The Board will provide long term disability insurance to the Superintendent.
- I. Auto Allowance – The Board shall pay to the Superintendent the per mile rate allowed by the federal government.
- J. Health Examination – The Board shall reimburse the Superintendent for an expense not otherwise covered by health insurance provided pursuant to the Superintendent Contract for an annual physical examination.
- K. Business and Professional Expenses – 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 state and national professional associations of education administrators. The Superintendent shall be reimbursed for expenses incurred while attending professional conferences and activities approved in advance by the Board.

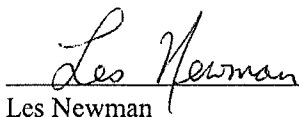
Defense and Indemnification for Acts as Superintendent

The Board agrees to provide the Superintendent with legal counsel selected by and paid for by the Board and to defend, indemnify, and hold the Superintendent harmless for all claims, demands and judgments arising out of allegation or of the duties set out in the Duties of Superintendent section of this Addendum, to the fullest extent as defined by, and to the extent that coverage therefore exists under, the district's liability policy.



Kathryn Goad, as Superintendent

Date: June ____, 2019


THE BOARD


Les Newman


John Preble


Clint House


Mike Perigo


Katie Elliott