

ADDENDUM TO TEACHER CONTRACT OF MATTHEW SHOEMAKER

**SUPERINTENDENT OF SCHOOLS
NEW CASTLE COMMUNITY SCHOOL CORPORATION**

It is hereby agreed by and between the Board of School Trustees of the New Castle Community School Corporation ("Board") and Matthew Shoemaker ("Superintendent") that this Addendum to the Teacher Contract of Matthew Shoemaker as Superintendent of New Castle Community School Corporation shall be a part of the original teacher Contract of Matthew Shoemaker as Superintendent of the New Castle Community School Corporation effective September 27, 2017.

WITNESSETH:

1. Addendum. This Addendum is executed contemporaneously with the Original Teacher Contract for Matthew Shoemaker as Superintendent-New Castle Community School Corporation and the consideration therefor, in addition to the mutual covenants and agreements contained herein shall be the consideration set forth in the teacher Contract for which this is an addendum.

2. Term. This Contract shall be deemed to commence on September 27, 2017, and shall continue in effect until June 30, 2020 ("Expiration Date"). The Expiration Date shall automatically extend for a period of one (1) year on July 1 of each year during the term of this Contract unless Board, prior to December 31 of each preceding year, delivers a notice to Superintendent of its intention to not extend the Expiration Date. Upon delivery of notice of intention to not extend the Expiration Date, the Contract shall expire on the then existing Expiration Date. In addition, Board shall have the obligation to deliver a notice of non-renewal to Superintendent as

required by Indiana law and upon delivery of proper and timely notice, this Contract shall terminate on the then applicable Expiration Date.

3. Salary. Superintendent shall be paid a total annual salary of \$125,000.00 in bi-weekly installments, subject to all applicable withholdings required by law or authorized by Superintendent. The salary set forth herein shall not be increased, decreased or otherwise affected by any change in the salary schedule for teachers in the New Castle Community School Corporation. The Board hereby retains the right to adjust the annual salary of Superintendent during the term of the Contract. Said salary adjustment shall not reduce the annual salary below the amount set forth in this Contract. Any adjustment in salary made during the term of this Contract shall be in the form of an adjustment and shall become part of this Contract. The parties agree, however, that by adjusting the salary, the Board has not entered into a new Contract with Superintendent, nor will the Expiration Date be deemed to have been extended. In addition to the provisions of paragraph two (2) above, Board may, by mutual agreement with Superintendent extend the Expiration Date of the Contract at any time and for any length that does not violate applicable law.

4. Termination Prior to Expiration Date. This Contract may be terminated prior to the Expiration Date upon the occurrence of the following:

(a) Written mutual consent of Board and Superintendent;

or,

(b) For any reason permitted under Indiana law provided that all procedural requirements (if applicable) are satisfied.

5. Licensure and Duties. Superintendent shall maintain during the term of the Contract, a valid and appropriate certificate to act as Superintendent of Schools in the State of Indiana. Superintendent hereby agrees to devote his full time, skill, labor and attention to his duties as Superintendent during the term of this Contract. Superintendent shall at all times conduct himself in a professional manner and perform his duties as required by this Contract pursuant to the laws of Indiana and the policies of the Board, as each may be modified from time to time. Superintendent shall work two hundred sixty-one (261) days per year, subject to vacation days, holidays, sic leave and bereavement leave. Superintendent shall have the authority, subject to the approval of Board, to reorganize and arrange the administrative and supervisory staff in which Superintendent's professional judgment best serves the interests of the Corporation. Superintendent shall have the responsibility for administration of instruction and business affairs of the Corporation, subject to approval of the Board. Board shall refer, as promptly as possible, to Superintendent for study and recommendation, all criticism, complaints, and suggestions regarding the Corporation.

6. Health Insurance. Board shall provide and pay all costs, except for one dollar (\$1.00) annually, for family group health insurance to include major medical insurance for Superintendent.

7. Disability Insurance and Sick Days. Board shall provide and pay all costs, except for one dollar (\$1.00) annually, for long-term disability insurance for Superintendent (which coverage shall amount to sixty-six and two-thirds percent (66 2/3%) of his annual salary

with a waiting period of ninety (90) days). Superintendent shall be granted by Board up to ninety (90) days of pay from the date of disability for the implementation of such insurance, but pay shall not exceed the period of disability and shall not become effective until after Superintendent has used all available sick days. In no event, however, shall disability pay exceed the regular salary for the pay period involved. Board shall grant sick days and bereavement days to Superintendent as provided by statute and as set forth in the then applicable Master Contract between Board and the New Castle Education Association.

8. Life Insurance. Board shall provide and pay all costs, except for one dollar (\$1.00) annually, for a group term life insurance policy in the amount of fifty thousand dollars (\$50,000.00) and shall provide and pay all costs, except for one dollar (\$1.00) annually, for an individual term life insurance policy with a benefit of two hundred fifty thousand dollars (\$250,000.00). Superintendent shall be designated as the owner of the individual term life policy. Upon termination of this Contract, Superintendent shall have the option to continue the individual term life policy and shall be responsible for the payment of any premium owed on the individual term life policy following the date of termination.

9. Vacation Days. Superintendent shall be entitled to receive a vacation with pay of twenty (20) working days per year. The dates selected for vacation are to be mutually agreed upon between Superintendent and Board. Unused vacation may accumulate to a total not to exceed seventy (70) days. If, at the time of retirement,

Superintendent has unused vacation days, he shall be compensated for the unused vacation days up to a maximum of fifty (50) days at his current daily rate of pay. In the event that Board terminates, or does not renew this Contract, or if Superintendent terminates this Contract or his relationship with Corporation and does not elect to retire at the time of termination, Superintendent shall not be compensated for any unused vacation days. Superintendent shall also be entitled to paid leave on the following holidays:

(a) New Year's Day, provided that if January 1 falls on a weekend, Superintendent shall determine the date the holiday will be exercised;

(b) Good Friday (if school is not in session);

(c) Independence Day, provided that if July 4 falls on a Saturday, the proceeding Friday shall be the holiday or if July 4 is on a Sunday, the following Monday shall be the holiday;

(d) Memorial Day;

(e) Labor Day;

(f) Thanksgiving Day and the Friday following Thanksgiving Day;

(g) Christmas Eve and Christmas Day, provided however, that if either day is on a weekend, Superintendent shall elect the day(s) that will be deemed the holiday; and,

(h) New Year's Eve, provided that if December 31 is a weekend, Superintendent shall be entitled to holiday time off on another date.

10. Automobile and Cellular Telephone. Board shall provide Superintendent with an automobile for use required in the performance of his duties during employment and for reasonable personal use, subject to Board policy. The automobile shall be selected by Board.

Board shall provide Superintendent with a cellular telephone and shall pay the reasonable monthly charges, taxes and fees incurred by Superintendent for the use of the cellular phone.

11. Professional Associations. Superintendent shall, subject to the approval of the Board, attend appropriate professional meetings and activities at the local, state and national level. The reasonable and necessary expenses of attendance shall be paid by Board. Board shall pay the annual membership fee for Superintendent for IAPSS.

12. Retirement Benefits. Superintendent shall be entitled to the applicable retirement benefits that are provided in the then current (in effect at the time of retirement) Master Contract between Board and the New Castle Education Association. Board shall contribute the sum of \$8,250.00 annually to a 403(b) account designated by Superintendent in addition to an annual matching contribution of up to three percent (3%) of Superintendent's salary.

13. Indemnification. The Corporation will indemnify, defend and hold Superintendent harmless from any claims, costs, liabilities or demands against Superintendent arising from, or related to, Superintendent's performance of his duties pursuant to the terms of this Contract.

14. Outside Work. Superintendent may engage in consulting work, speaking engagements, writing, lecturing, and other professional

duties and obligations unrelated to his obligations under this Contract ("Outside Work") only if such activities do not interfere with Superintendent's performance of his obligations required by this Contract. Superintendent shall utilize vacation days and other paid time off for the performance of Outside Work. Superintendent shall be responsible for all costs and expenses incurred in performing Outside Work. Superintendent shall defend, indemnify and hold harmless, the Corporation and all of its employees, agents, representatives, and each of their successors and assigns, harmless from any claim, cost, liability or demand arising from Superintendent's performance of Outside Work. Superintendent may utilize printers and copiers owned by the Corporation for reasonable incidental printing and copying, subject to the review and approval of Board.

15. Applicable Law and Construction. This Contract shall be interpreted in accordance with the laws of the State of Indiana and shall be subject to all laws of the state of Indiana, including, without limitation, rules and regulations of the Indiana Department of Education. This Contract shall be deemed to be amended to conform with all statutes in conflict herewith in effect upon the date of execution. In the event that any provision of this Contract is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Contract has been negotiated by the parties and shall be interpreted in accordance with its terms and without construction and favor of, and against, any party.

16. Venue. Any proceeding related to, arising from, this Contract, or the obligations contemplated by this Contract may only be maintained in the Circuit Courts of Henry County, Indiana. All parties hereby submit to the exclusive jurisdiction and venue of such Courts and waive any claims that such Courts are an inconvenient forum.

17. Complete Agreement. This document contains the entire understanding of the parties related to the subject matter set forth herein. The parties agree that no promise or inducement has been offered or made except as expressly set forth herein. Each party is executing this Contract without reliance upon any statement or representation made by any other party except for those statements and representations expressly set forth in this document. This Contract supersedes all prior negotiations and discussions by the parties.

Dated this ____ day of _____, 2017.

SUPERINTENDENT OF SCHOOLS

BOARD

Dr. Matthew Shoemaker

President

Vice-President

Secretary

Member

Member