## SUPERINTENDENT'S CONTRACT

This Superintendent's Contract is between the Board of School Trustees ("School Board") of the Warrick County School Corporation ("School Corporation") and Dr. Abbie Redmon ("Superintendent"), which shall act as an addendum to Dr. Redmon's Regular Teacher's Contract, dated October 27, 2022, (collectively, "Contract").

## WITNESSES THAT:

In consideration of the agreements contained in the Contract, the parties agree as follows:

- 1. <u>Position</u>. Superintendent is hereby employed as the superintendent of the School Corporation.
  - 2. Term. The term of this Contract shall begin June 13, 2023, and end June 30, 2026.
  - 3. Consideration. The Superintendent shall receive the following compensation and benefits:
    - A. First Year. For June 13, 2023 to June 30, 2024, the Superintendent shall receive:
      - i. An annual base salary of One Hundred Seventy-Three Thousand One Hundred Fifteen Dollars (\$173,115.00);
      - ii. Teachers' retirement fund contribution (actual monetary value of \$5,193.45, plus increases in the contribution based upon changes in the law);
      - iii. 401(a) Annuity contribution (actual monetary value of \$7,790.18, plus increases in the contribution based upon the contractual agreement between the Board of Trustees and the Warrick County Teachers Association):
      - iv. Health insurance benefits as stated in the contractual agreement between the Board of Trustees and the Warrick County Teachers Association (actual monetary value of up to \$17,000.00, plus increases in the contribution based upon the contractual agreement between the Board of Trustees and the Warrick County Teachers Association);
      - v. \$50,000 life insurance policy (actual monetary value of \$60.00 per year, plus increases in the premium costs);
      - vi. Long-term disability insurance (actual monetary value of \$488.18 per year, plus increases in the premium costs, if any, and increases in the contribution based upon the contractual agreement between the Board of Trustees and the Warrick County Teachers Association); and

- vii. FICA employer's contribution (actual monetary value of \$13,243.30, plus increases in the contribution based upon changes in the law).
- B. Second Year. For July 1, 2024 to June 30, 2025, the Superintendent shall receive:
  - i. An annual base salary of One Hundred Seventy-Two Thousand Dollars (\$172,000.00), plus any salary increase described in Paragraph 4 herein, which could collectively have an actual monetary value of \$177,160.00;
  - ii. Teachers' retirement fund contribution (actual monetary value equal to that received in the First Year), plus any increase in the contribution based upon (1) changes in the law and (2) any salary increase described in Paragraph 4 herein, which could collectively have an actual monetary value of \$5,314.80;
  - iii. 401(a) Annuity contribution (actual monetary value equal to that received in the First Year), plus all increases in the contribution based upon (1) the contractual agreement between the School Corporation and the Warrick County Teachers Association and (2) any salary increase described in Paragraph 4 herein, which could collectively have an actual monetary value of \$8,415.10;
  - iv. Health insurance benefits as stated in the contractual agreement between the Board of Trustees and the Warrick County Teachers Association (actual monetary value equal to that received in the First Year), plus all increases in the contribution based upon (1) the contractual agreement between the School Corporation and the Warrick County Teachers Association and (2) any salary increase described in Paragraph 4 herein, which could collectively have an actual monetary value of \$17,800.00;
  - v. \$50,000 life insurance policy (actual monetary value equal to that received in the First Year), which could collectively have an actual monetary value of \$60.00;
  - vi. Long-term disability insurance (actual monetary value equal to that received in the First Year plus increases in the premium costs), plus all increases in the contribution based upon (1) the contractual agreement between the School Corporation and the Warrick County Teachers Association and (2) any salary increase described in Paragraph 4 herein, which could collectively have an actual monetary value of \$499.59; and
  - vii. FICA employer's contribution (actual monetary value equal to that received in the First Year), plus increases in the contribution based upon (1) any change in the law and (2) any salary increase described in

Paragraph 4 herein, which could collectively have an actual monetary value of \$13,552.74.

- C. Third Year. For July 1, 2025 to June 30, 2026, the Superintendent shall receive:
  - i. An annual base salary of an amount equal to the annual base salary in Second Year, paragraph 3(B), herein, plus any salary increase described in Paragraph 4 herein, which could collectively have an actual monetary value of \$182,474.80;
  - ii. Teachers' retirement fund contribution (actual monetary value equal to that received in the Second Year), plus any increase in the contribution based upon (1) changes in the law and (2) any salary increase described in Paragraph 4 herein, which could collectively have an actual monetary value of \$5,474.24;
  - iii. 401(a) Annuity contribution (actual monetary value equal to that received in the Second Year), plus all increases in the contribution based upon (1) the contractual agreement between the School Corporation and the Warrick County Teachers Association and (2) any salary increase described in Paragraph 4 herein, which could collectively have an actual monetary value of \$9,123.74;
  - iv. Health insurance benefits as stated in the contractual agreement between the Board of Trustees and the Warrick County Teachers Association (actual monetary value equal to that received in the Second Year), plus all increases in the contribution based upon (1) the contractual agreement between the School Corporation and the Warrick County Teachers Association and (2) any salary increase described in Paragraph 4 herein, which could collectively have an actual monetary value of \$18,600.00;
  - v. \$50,000 life insurance policy (actual monetary value equal to that received in the Second Year), which could collectively have an actual monetary value of \$60.00;
  - vi. Long-term disability insurance (actual monetary value equal to that received in the Second Year plus increases in the premium costs), plus all increases in the contribution based upon (1) the contractual agreement between the School Corporation and the Warrick County Teachers Association and (2) any salary increase described in Paragraph 4 herein, which could collectively have an actual monetary value of \$514.58; and
  - vii. FICA employer's contribution (actual monetary value equal to that received in the Second Year), plus increases in the contribution based upon (1) any change in the law and (2) any salary increase described in

Paragraph 4 herein, which could collectively have an actual monetary value of \$13,959.32.

- 4. <u>Salary Increase</u>. If the Superintendent receives a rating of "effective" or "highly effective" from the Board in its most recent formal evaluation of the Superintendent, the Superintendent shall receive an increase in annual base salary equal to the percentage of salary increase that is provided to administrators of the School Corporation during the Second Year (Paragraph 3(B)) and Third Year (Paragraph 3(C)) of the Contract.
- 5. <u>Vacation Days</u>. The Superintendent shall be entitled to twenty (20) paid vacation days per year, which shall vest on July 1 of each year. Vacation days shall be non-cumulative and shall be deemed waived if not used within three (3) months of each July 1. Unused vacations days are not compensable.
- 6. Motor Vehicle. The School Corporation shall provide the Superintendent with the unlimited use of a motor vehicle of the School Corporation's choosing, including gasoline and normal maintenance; the Superintendent shall be permitted to operate the motor vehicle outside of the State of Indiana on the following conditions: (A) if for personal use, the motor vehicle must remain within 50 miles of Warrick County, Indiana; (B) if for business use relating to Superintendent's duties and obligations under the Contract; or (C) if otherwise approved by the President of the School Board. No person—other than the Superintendent and her spouse—may operate the motor vehicle; however, the Superintendent's spouse may only operate the motor vehicle if the Superintendent is in the motor vehicle at the same time. The School Corporation shall provide motor vehicle insurance coverage on said motor vehicle and the initial deductible for any damage, but the Superintendent shall be personally liable for damages not covered by said insurance. (The actual monetary value of this benefit is estimated at \$13,250.00 per year, plus increases in costs and insurance that may be charged to the School Corporation.)
- 7. Other Benefits. Except for salary increases, the Superintendent shall be entitled to other benefits stated in the then-current contractual agreement between the School Corporation and the Warrick County Teachers Association or, at the Superintendent's choice, the benefits of the administrators that are greater than those stated in the teachers' contractual agreement, as may have been adopted as policy by the Board, which may include, but are not limited to, health insurance, sick days, personal days, bereavement days, early retirement, and sick bank, except upon termination from employment with the School Corporation, the Superintendent shall not receive severance pay, bonus pay, buy-outs, "golden parachutes", or any other type of remuneration.
- 8. <u>Termination</u>. This Contract may be terminated prior to the expiration of its Term only as follows: (A) for cause as set forth under Indiana law or (B) pursuant to Paragraph 9 herein.
- 9. <u>Superintendent's Long-term Disability</u>. If the Superintendent is eligible to collect long-term disability insurance and cannot fulfill the duties as Superintendent, then this Contract shall terminate.
- 10. <u>Extension</u>. This Contract may be extended pursuant to Indiana law and agreement of the Parties.

- 11. <u>Legal References</u>. All references to Indiana law, contracts with the Warrick County Teachers Association, and Board policies shall be construed to refer to the laws, contracts, and policies in effect at the time of the triggering event.
- 12. <u>Incorporated Terms</u>. The terms and conditions of the Regular Teacher's Contract executed between the parties of even date herewith are incorporated by reference herein; any conflict or inconsistency between the Regular Teacher's Contract and this Superintendent's Contract shall be superseded and controlled by this Superintendent's Contract.
- 13. <u>Severability</u>. This Contract 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. If any specific clause or provision thereof is determined to be illegal or in conflict with state or federal law, the illegal or conflicting provision shall be deemed void.
- 14. <u>Indemnification</u>. To the extent permitted by Indiana law, the School Corporation agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, legal proceedings, damages, costs, expenses, and legal fees ("Claims and/or Damages") brought against the Superintendent in her individual capacity, or in her official capacity as agent and employee of the School Corporation, provided the Claims and/or Damages arose while the Superintendent was acting within the scope of her employment with the School Corporation, excluding any Claims and/or Damages that arise out of any (a) criminal conduct by the Superintendent, (b) bad faith by the Superintendent, (c) conduct that is outside the scope of the Superintendent's duties, and (d) any proceeding in which the Superintendent is an adverse party to the School Corporation.

IN WITNESS WHEREOF, the parties executed this Contract on the date set forth below.

Dated: <u>5/8/2023</u>

ATTEST:

Dated: <u>5/8/202</u> <u>2</u>

Dated: 5/8/1023

BOARD OF SCHOOL TRUSTEES WARRICK COUNTY SCHOOL CORPORATION

By: Faul

By: Secretary

SUPERINTENDENT

Dr. Abbie Redmon