**ADMINISTRATIVE ADDENDUM TO**
**REGULAR TEACHER'S CONTRACT**

This Addendum to a Regular Teacher's Contract between these parties [jointly the "Agreement"] is made and entered into this 1st day of July, 2023, by and between Lebanon Community School Corporation ("LCSC"), and Ms. Gwen Bell. ("Ms. Bell").

**Recitals**

A. LCSC desires to obtain the benefit of the knowledge and experience of Ms. Bell by employing her as an Administrator, Central Elementary School for LCSC;

B. Ms. Bell desires to be employed by LCSC as its Administrator, Central Elementary School.

C. LCSC and Ms. Bell desire to enter and to reduce to writing the terms of Ms. Bell's employment by LCSC, such terms to include, supplement, and modify, where applicable, the Regular Teacher's Contract entered into by LCSC and Ms. Bell.

NOW THEREFORE, in consideration of the recitals set forth above, and the terms set forth below as mutual promises, it is agreed as follows:

ARTICLE I
EMPLOYMENT AND TERM

Section 1.01. <u>Employment Term</u>.

A. LCSC hereby employs Ms. Bell as Administrator, Central Elementary School.

B. LCSC and Ms. Bell here by agree to be employed as an Administrator, Central Elementary School. The term of this Agreement shall from July 1, 2023 ("Effective Date") and shall continue thereafter until June 30, 2025 ("Expiration Date"), or until such earlier time as the Employment Term is terminated, as provided in Section 1.02 of this Agreement (the "Employment Term"). Unless otherwise required by text or context, an Employment Year for purposes of this Agreement shall begin July 1 of a year and end on

June 30 of the following year. During each Employment Year, Ms. Bell shall have two hundred and fifteen (215) working days.

Section 1.02. Termination of This Employment Agreement.

A. Early Termination by Mutual Consent. The parties may terminate this Agreement on any date during the Employment Term, if LCSC and Ms. Bell mutually consent in writing to such termination.

B. Early Termination by the LCSC. LCSC may terminate this Agreement prior to the Expiration Date of the Employment Term, notwithstanding Ms. Bell's tenure or permanency status at the time, by employing the procedure set forth in Ind. Code § 20-28-8-3, for any reason specified in Ind. Code § 20-28-7-1, in which event Ms. Bell's tenure status as a teacher, if any, also will be terminated for the same reasons.

C. Termination on Expiration Date by LCSC. LCSC may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-3

D. Termination on Expiration Date by Ms. Bell. Ms. Bell may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-7(4).

E. Early Termination upon Ms. Bell's Death, Total Disability, or Loss of License. This Agreement shall terminate without action of the parties upon the occurrence of the death, total disability (as defined in the LCSC disability insurance policy as applicable to Ms. Bell) of Ms. Bell, or the revocation, expiration, or loss of the license required by Section 1.03 of this Agreement.

Section 1.03. Ms. Bell's License as an Indiana Public School Administrator.

Ms. Bell shall, at all times during the Employment Term, hold a valid license or certificate evidencing her qualifications to serve as a Public-School Administrator of a public school corporation in Indiana. The license required by this Section shall be the license or certification required by Indiana law and the Division of Professional Standards of the Indiana Department of

Education. Failure to maintain such a license during the Employment Term shall be considered as cause for the termination of this Agreement pursuant to Section 1.02(b) of this Agreement.

## ARTICLE II
## DUTIES, EXTENT OF SERVICE, AND RELATIONSHIP OF THE PARTIES

Section 2.01. Duties.

During the Employment Term, Ms. Bell shall serve LCSC as the Administrator, Central Elementary School, and shall have such duties as may be prescribed by law and as are assigned to her by the Superintendent of Schools of the LCSC.

Section 2.02. Participation in Meetings and Organizations.

LCSC expects Ms. Bell, as a condition of her employment, to continue her professional growth and education through participation in appropriate meetings and activities. LCSC agrees to authorize the reasonable amount of release time, within the limitations of the LCSC budget and appropriations for that purpose, for the purpose of permitting Ms. Bell to attend meetings and activities of the kind deemed necessary to support her professional development and maintain her current knowledge of curriculum, public education administration, and instructional leadership skills.

## ARTICLE III
## COMPENSATION

Section 3.01. Basic Salary.

As payment for all services which Ms. Bell renders pursuant to this Agreement, LCSC shall pay her basic salary of Ninety Thousand Dollars and zero cents ($90,000) for each Employment Year of this Agreement ("Basic Salary"). This Basic Salary shall be paid in twenty-six (26) approximately equal installments. This Basic Salary may be increased by the LCSC, but in no event shall this Basic Salary be reduced during the Employment Term.

Increases in Basic Salary, if any, shall be approved by LCSC retroactive to the beginning of the Employment Year for which the increase is applicable, and shall be based upon Ms. Bell's performance as Administrator, Central Elementary School and upon demonstrated achievement in LCSC in areas such as, but not limited to, knowledge of curriculum, public education administration, and instructional leadership skills.

Upon approval by the Board of School Trustees of the LCSC, any adjustment in Basic Salary under this Section shall constitute an amendment to this Agreement and becomes a part thereof, but shall not be considered as a new agreement or an extension of the Expiration Date of this Agreement.

Section 3.02. ISTRF Employee Contribution & Reporting to ISTRF.

In addition to the other compensation for her services as Administrator of Central Elementary School provided to Ms. Bell by this Agreement, the LCSC shall make both the minimum employer and employee contribution to the Indiana State Teachers' Retirement Fund.

## ARTICLE IV
## BUSINESS EXPENSES

Section 4.01. Business Expenses.

It is understood that from time-to-time Ms. Bell will be expected to incur reasonable and necessary expenses on behalf of LCSC, including but not limited to, meals, travel, and similar expenses. LCSC shall reimburse Ms. Bell for such reasonable and necessary expenses, provided that records of such expenses are submitted to LCSC in a form and manner acceptable to LCSC, provided further that reimbursement is not prohibited by law or regulation and is subject to the LCSC budget and appropriations for that purpose.

Section 4.02. Technology Support.

LCSC will provide appropriate technology hardware and software for Ms. Bell to support her professional and contractual obligations. This support will include but not be limited to: office desktop, laptop, business software, and technology support services. LCSC shall pay as additional and add to Basic Salary the sum of $900 annually during the term of this Agreement for her use of her private cell phone in the performance of her duties pursuant to this Agreement. This cell phone allowance is to be paid in two installments, the first no later than December 31st, the second payment will be made on or before June 30th.

Section 4.03. Mileage Allowance.

LCSC shall pay Ms. Bell as additional and add to Basic Salary the sum of Five Hundred Dollars ($500.00) annually during the term of this Agreement for her use of her private automobile in traveling in the performance of her duties pursuant to this Agreement. This automobile allowance is to be paid in two installments, the first no later than December 31st; the second payment will be made on or before June 30th.

Section 4.04. Total Compensation

Ms. Bell acknowledges and agrees employer-provided coverage under LCSC's health plan is considered affordable and any employee required contribution of Ms. Bell is no more than 9.83% (as adjusted annually) of Ms. Bell's household income. In general, the employee required contribution is Ms. Bell's cost of enrolling in the least expensive coverage offered by LCSC that provides minimum value. The employee required contribution includes all amounts and compensation paid to Ms. Bell through salary reduction or otherwise and takes into account the effects of employer arrangements such as health reimbursement arrangements (HRAs), wellness incentives, flex credits, and opt-out payments. Ms. Bell also acknowledges and agrees her household income does not fall within a range to qualify her for a premium tax credit and he does not meet the additional IRS requirements to be eligible for any premium tax credit while employed by LCSC.

## ARTICLE VI
## EMPLOYEE BENEFITS

Section 6.01. Life Insurance Coverage.

LCSC shall pay the premium to provide Ms. Bell with Seventy-Five Thousand Dollar ($75,000) in group term life insurance coverage during each year of employment.

Section 6.02. <u>Health, Dental, Vision Insurance Coverage.</u>

Ms. Bell shall be able to apply to participate in the group Health, Dental and/or Vision insurance options offered by LCSC to other employees for $1.00 per year per coverage. If the administrator elects the Employee Only High Deductible Health Plan (HDHP) option, LCSC will contribute $250 monthly toward a Health Savings Account (HSA). If the administrator elects the Employee/Spouse, Employee/Child(ren), or the Family High Deductible Health Plan (HDHP) option, LCSC will contribute $400 monthly toward a Health Savings Account (HSA).

Section 6.025 <u>Retirement within 5 Years Benefit</u>

Ms. Bell after he has been employed by LCSC for a minimum of 10 years and has determined he is within five years of retirement from LCSC, may submit a letter stating her decision to retire within five years and then be eligible for the benefit described below. Please note the letter must be submitted no later than June 1 and will become effective with the issuance of Ms. Bell's next administrative contract during July 1 thru June 30 (i.e. submit by June 1, 2023 in order to be effective July 1, 2023 thru June 30, 2024.

Upon review and approval, LCSC will add to Ms. Bells annual salary the employer's portion of the contribution for the annual group medical, health savings account, dental, and vision coverage that Ms. Bell is enrolled at the time her letter is submitted by the June 1 deadline. This contribution amount will be based upon the premiums in effect at the time of Ms. Bell's next administrative contract to be issued beginning on July 1. Ms. Bell will then become responsible for paying 100% of the premium for coverage under the health plan.

This dollar amount added to Ms. Bell's salary will stay fixed during the remaining 5 years of her contract. Any increase in the premiums will become the obligation of Ms. Bell and deducted from her paychecks. After retirement, Ms. Bell will then be responsible for the payment of 100% of the cost and premiums owed for her and any dependent's medical, dental, and vision coverage and any health savings account contribution allowed under IRS rules.

In the event, however, Ms. Bell or any dependent becomes eligible or attempts to claim the premium tax credit on his/her federal income tax return, he will then reimburse the LCSC any amounts LCSC is required to pay the IRS because Ms. Bell claimed the premium tax credit or the IRS determines Ms. Bell's coverage did not meet the affordability rules.

Section 6.03. Long Term Disability

LCSC shall pay the premium to provide Ms. Bell with group long-term disability insurance during each year of her employment. Premiums will be added to her basic salary and premium deductions will be made on an after-tax basis.

Section 6.04. Professional Development and Conference Attendance.

Ms. Bell is encouraged to continue to pursue professional development opportunities that are consummate with her contractual obligations and professional performance expectation, subject to approval by the Superintendent of Schools. Reimbursements for expenses and fees will be in accordance with LCSC Administrative Guidelines. Reimbursement will be provided to join and participate in Professional Associations deemed applicable to the position of Administrator, Central Elementary School.

Section 6.05. Paid Leave Days.

Ms. Bell shall be entitled to fourteen (14) days of paid miscellaneous leave days for each employment contract. Unused sick leave days may accumulate in accordance with current LCSC administrative compensation policies. Ms. Bell is entitled to participate in the Catastrophic Illness Bank in accordance with the guidelines put forth by the LCTA-LCSC Master Contract.

Section 6.06. Conversion of Unused Miscellaneous Leave

Each year, LCSC shall convert any unused accumulated miscellaneous leave day's balance as of June 30th of the current contract year over sixty (60) days. The conversion rate will be at Sixty-five dollars ($65) per day. The converted amount will be deposited into a 403 (b) plan offered by LCSC and in a 403 (b) plan investments as determined by Ms. Bell. The 403 (b) account will vest after the completion of eight (8) years of service in the LCSC.

Section 6.07. Reimbursement for Graduate Level Course Credit.

Reimbursement for Graduate level course work will be provided on a 50-50 match per administrative guidelines. Reimbursement for a completed graduate degree will be paid in three annual installments beginning with the year immediately following the date of degree completion. If Ms. Bell terminates her employment with LCSC prior to receiving full reimbursement within the three-year reimbursement schedule, he will voluntarily forfeit all remaining installments.

## ARTICLE VII
## SUPPLEMENTAL RETIREMENT BENEFITS

Section 7.01. VEBA.

The LCSC will establish a VEBA (Voluntary employees' beneficiary association) trust account for the benefit of Ms. Bell upon completion of 10 years of public education service. The LCSC will contribute annually to this account according to the following formula:

Years of public education service X $100

Not exceed Two Thousand Dollars ($2,000) annually.

This contribution will be made to the account during the month of July upon completion of the previous contractual obligations. Ms. Bell must complete eight (8) years of service with Lebanon Community School Corporation and must retire and be of a minimum age of fifty-five (55) to access the funds in the VEBA account.

## ARTICLE VIII
## NOTICES

Any notice given pursuant to any provision of this Agreement shall be in writing and placed in the United States first-class mail, certified, return receipt requested, addressed to the appropriate party, at the following addresses:

For LCSC: President, Board of Trustees
Lebanon Community Schools
1810 North Grant Street
Lebanon, Indiana 46052

And

For: Ms. Gwen Bell

Either party may, by giving written notice to the other party, change the address to which notice shall thereafter be sent

## ARTICLE VIII
## PROFESSIONAL LIABILITY

LCSC shall defend, hold harmless and indemnify Ms. Bell from any and all demands, claims, suits, actions and legal proceedings brought against her in her individual or official capacity as an agent or an employee of LCSC, in connection with any matter arising while he was acting within the scope of her employment, to the fullest extent permitted by Ind. Code § 20-26-5-4(17) and Ind. Code §§ 34-13, or a successor statute.

If Ms. Bell in good faith considers that a conflict exists in regard to the defense of any such claim between her legal position and the legal position of LCSC or other named parties, concurred with by the general counsel for LCSC in writing, Ms. Bell shall have the right to employ separate legal counsel, in which case LCSC shall indemnify Ms. Bell for the costs of her legal defense, to the extent permitted by Ind. Code § 20-26-5-4 (17) or a successor statute.

## ARTICLE IX
## ENTIRE AGREEMENT AND AMENDMENT

This Agreement constitutes the entire agreement between the parties and cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by LCSC and Ms. Bell. This Agreement replaces and supersedes all prior agreements between the parties.

## ARTICLE X
## REGULAR TEACHER'S CONTRACT

In accordance with Indiana law, LCSC and Ms. Bell hereby incorporated by reference in this Agreement all the provisions of the Regular Teacher's Contract, as executed by LCSC and Ms. Bell on the official form prescribed by the State Superintendent of Public Instruction, for each applicable school year, setting forth the salary and schedule of installment payments for Ms. Bell for that school year, except those provisions which are not applicable to persons employed as the Administrator, Central Elementary School. It is agreed that the Regular Teacher's Contract for any school year shall be revised from time to time, respecting the amount and manner of salary payments, consistent with the provisions of this Agreement, and that any such amendments shall be evidenced by execution of a revised Regular Teacher's Contract for the appropriate school year.

## ARTICLE XI
## INTERPRETATION & APPLICATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted and applied according to the laws of the State of Indiana.

## ARTICLE XII
## CONTRACT AS A PUBLIC RECORD

The parties understand that this Agreement is a public record under the Indiana Access to Public Records Law, Ind. Code § 5-14-3, and Ind. Code § 20-28-6-2(d), pertaining to teacher contracts generally.

IN WITNESS WHEREOF, LCSC by its Board of School Trustees and Ms. Bell have executed this Agreement on the day and year first above written.

BOARD OF SCHOOL TRUSTEES
OF THE LEBANON COMMUNITY
SCHOOL CORPORATION

MS. GWEN BELL

________________________________________________

**ADMINISTRATIVE ADDENDUM TO**
**REGULAR TEACHER'S CONTRACT**

This Addendum to a Regular Teacher's Contract between these parties [jointly the "Agreement"] is made and entered into this 1st day of July, 2023, by and between Lebanon Community School Corporation ("LCSC"), and Mr. Mark Butler. ("Mr. Butler").

**Recitals**

A. LCSC desires to obtain the benefit of the knowledge and experience of Mr. Butler by employing him as an Administrator, Lebanon Middle School for LCSC;

B. Mr. Butler desires to be employed by LCSC as its Administrator, Lebanon Middle School.

C. LCSC and Mr. Butler desire to enter into and to reduce to writing the terms of Mr. Butler's employment by LCSC, such terms to include, supplement, and modify, where applicable, the Regular Teacher's Contract entered into by LCSC and Mr. Butler.

NOW THEREFORE, in consideration of the recitals set forth above, and the terms set forth below as mutual promises, it is agreed as follows:

ARTICLE I
EMPLOYMENT AND TERM

Section 1.01. Employment Term.

A. LCSC hereby employs Mr. Butler as Administrator, Lebanon Middle School.

B. LCSC and Mr. Butler here by agree to be employed as an Administrator, Lebanon Middle School. The term of this Agreement shall from July 1, 2023 ("Effective Date"), and shall continue thereafter until June 30, 2025 ("Expiration Date"), or until such earlier time as the Employment Term is terminated, as provided in Section 1.02 of this Agreement (the "Employment Term"). Unless otherwise required by text or context, an Employment Year for purposes of this Agreement shall begin July 1 of a year and end on June 30 of the following year. During each Employment Year, Mr. Butler shall have two hundred and eighteen (218) working days.

Section 1.02. Termination of This Employment Agreement.

A. Early Termination by Mutual Consent. The parties may terminate this Agreement on any date during the Employment Term, if LCSC and Mr. Butler mutually consent in writing to such termination.

B. Early Termination by the LCSC. LCSC may terminate this Agreement prior to the Expiration Date of the Employment Term, notwithstanding Mr. Butler's tenure or permanency status at the time, by employing the procedure set forth in Ind. Code § 20-28-8-3, for any reason specified in Ind. Code § 20-28-7-1, in which event Mr. Butler's tenure status as a teacher, if any, also will be terminated for the same reasons.

C. Termination on Expiration Date by LCSC. LCSC may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-3

D. Termination on Expiration Date by Mr. Butler. Mr. Butler may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-7(4).

E. Early Termination upon Mr. Butler's Death, Total Disability, or Loss of License. This Agreement shall terminate without action of the parties upon the occurrence of the death, total disability (as defined in the LCSC disability insurance policy as applicable to Mr. Butler) of Mr. Butler, or the revocation, expiration, or loss of the license required by Section 1.03 of this Agreement.

Section 1.03. Mr. Butler's License as an Indiana Public School Administrator.

Mr. Butler shall, at all times during the Employment Term, hold a valid license or certificate evidencing his qualifications to serve as a Public-School Administrator of a public school corporation in Indiana. The license required by this Section shall be the license or certification required by Indiana law and the Division of Professional Standards of the Indiana

Department of Education. Failure to maintain such a license during the Employment Term shall be considered as cause for the termination of this Agreement pursuant to Section 1.02(b) of this Agreement.

## ARTICLE II
## DUTIES, EXTENT OF SERVICE, AND RELATIONSHIP OF THE PARTIES

Section 2.01. Duties.

During the Employment Term, Mr. Butler shall serve LCSC as the Administrator, Lebanon Middle School, and shall have such duties as may be prescribed by law and as are assigned to him by the Superintendent of Schools of the LCSC.

Section 2.02. Participation in Meetings and Organizations.

LCSC expects Mr. Butler, as a condition of his employment, to continue his professional growth and education through participation in appropriate meetings and activities. LCSC agrees to authorize the reasonable amount of release time, within the limitations of the LCSC budget and appropriations for that purpose, for the purpose of permitting Mr. Butler to attend meetings and activities of the kind deemed necessary to support his professional development and maintain his current knowledge of curriculum, public education administration, and instructional leadership skills.

## ARTICLE III
## COMPENSATION

Section 3.01. Basic Salary.

As payment for all services which Mr. Butler renders pursuant to this Agreement, LCSC shall pay his basic salary of One Hundred Two Thousand Five Hundred Dollars ($102,500.00) for each Employment Year of this Agreement ("Basic Salary"). This Basic Salary shall be paid in twenty-six (26) approximately equal installments. This Basic Salary may be increased by the LCSC, but in no event shall this Basic Salary be reduced during the Employment Term.

Increases in Basic Salary, if any, shall be approved by LCSC retroactive to the beginning of the Employment Year for which the increase is applicable, and shall be based upon Mr. Butler's performance as Administrator, Lebanon Middle School and upon demonstrated achievement in LCSC in areas such as, but not limited to, knowledge of curriculum, public education administration, and instructional leadership skills.

Upon approval by the Board of School Trustees of the LCSC, any adjustment in Basic Salary under this Section shall constitute an amendment to this Agreement and becomes a part thereof, but shall not be considered as a new agreement or an extension of the Expiration Date of this Agreement.

Section 3.02. <u>ISTRF Employee Contribution & Reporting to ISTRF</u>.

In addition to the other compensation for his services as Administrator of Lebanon Middle School provided to Mr. Butler by this Agreement, the LCSC shall make both the minimum employer and employee contribution to the Indiana State Teachers' Retirement Fund.

## ARTICLE IV
## BUSINESS EXPENSES

Section 4.01. <u>Business Expenses</u>.

It is understood that from time to time Mr. Butler will be expected to incur reasonable and necessary expenses on behalf of LCSC, including but not limited to, meals, travel, and similar expenses. LCSC shall reimburse Mr. Butler for such reasonable and necessary expenses, provided that records of such expenses are submitted to LCSC in a form and manner acceptable to LCSC, provided further that reimbursement is not prohibited by law or regulation and is subject to the LCSC budget and appropriations for that purpose.

Section 4.02. <u>Technology Support</u>.

LCSC will provide appropriate technology hardware and software for Mr. Butler to support his professional and contractual obligations. This support will include but not be limited

to: office desktop, laptop, business software, and technology support services. LCSC shall pay as additional and add to Basic Salary the sum of $900 annually during the term of this Agreement for his use of his private cell phone in the performance of his duties pursuant to this Agreement. This cell phone allowance is to be paid in two installments, the first no later than December 31st, the second payment will be made on or before June 30th.

Section 4.03. <u>Mileage Allowance</u>.

LCSC shall pay Mr. Butler as additional and add to Basic Salary the sum of Five Hundred Dollars ($500.00) annually during the term of this Agreement for his use of his private automobile in traveling in the performance of his duties pursuant to this Agreement. This automobile allowance is to be paid in two installments, the first no later than December 31st; the second payment will be made on or before June 30th.

Section 4.04. <u>Total Compensation</u>

Mr. Butler acknowledges and agrees employer-provided coverage under LCSC's health plan is considered affordable and any employee required contribution of Mr. Butler is no more than 9.83% (as adjusted annually) of Mr. Butler's household income. In general, the employee required contribution is Mr. Butler's cost of enrolling in the least expensive coverage offered by LCSC that provides minimum value. The employee required contribution includes all amounts and compensation paid to Mr. Butler through salary reduction or otherwise, and takes into account the effects of employer arrangements such as health reimbursement arrangements (HRAs), wellness incentives, flex credits, and opt-out payments. Mr. Butler also acknowledges and agrees his household income does not fall within a range to qualify him for a premium tax credit and he does not meet the additional IRS requirements to be eligible for any premium tax credit while employed by LCSC.

## ARTICLE VI
## EMPLOYEE BENEFITS

Section 6.01. Life Insurance Coverage.

LCSC shall pay the premium to provide Mr. Butler with Seventy-Five Thousand Dollar ($75,000) in group term life insurance coverage during each year of employment.

Section 6.02. Health, Dental, Vision Insurance Coverage.

Mr. Butler shall be able to apply to participate in the group Health, Dental and/or Vision insurance options offered by LCSC to other employees for $1.00 per year per coverage. If the administrator elects the Employee Only High Deductible Health Plan (HDHP) option, LCSC will contribute $250 monthly toward a Health Savings Account (HSA). If the administrator elects the Employee/Spouse, Employee/Child(ren), or the Family High Deductible Health Plan (HDHP) option, LCSC will contribute $400 monthly toward a Health Savings Account (HSA).

Section 6.025 Retirement within 5 Years Benefit

Mr. Butler after he has been employed by LCSC for a minimum of 10 years and has determined he is within five years of retirement from LCSC, may submit a letter stating his decision to retire within five years and then be eligible for the benefit described below. Please note the letter must be submitted no later than June 1 and will become effective with the issuance of Mr. Butler's next administrative contract during July 1 thru June 30 (i.e. submit by June 1, 2024 in order to be effective July 1, 2024 thru June 30, 2025.

Upon review and approval, LCSC will add to Mr. Butlers annual salary the employer's portion of the contribution for the annual group medical, health savings account, dental, and vision coverage that Mr. Butler is enrolled at the time his letter is submitted by the June 1 deadline. This contribution amount will be based upon the premiums in effect at the time of Mr. Butler's next administrative contract to be issued beginning on July 1. Mr. Butler will then become responsible for paying 100% of the premium for coverage under the health plan.

This dollar amount added to Mr. Butler's salary will stay fixed during the remaining 5 years of his contract. Any increase in the premiums will become the obligation of Mr. Butler and deducted from his paychecks. After retirement, Mr. Butler will then be responsible for the payment of 100% of the cost and premiums owed for his and any dependent's medical, dental, and vision coverage and any health savings account contribution allowed under IRS rules.

In the event, however, Mr. Butler or any dependent becomes eligible or attempts to claim the premium tax credit on his/her federal income tax return, he will then reimburse the LCSC any amounts LCSC is required to pay the IRS because Mr. Butler claimed the premium tax credit or the IRS determines Mr. Butler's coverage did not meet the affordability rules.

Section 6.03. <u>Long Term Disability</u>

LCSC shall pay the premium to provide Mr. Butler with group long-term disability insurance during each year of his employment. Premiums will be added to his basic salary and premium deductions will be made on an after-tax basis.

Section 6.04. <u>Professional Development and Conference Attendance.</u>

Mr. Butler is encouraged to continue to pursue professional development opportunities that are consummate with his contractual obligations and professional performance expectation, subject to approval by the Superintendent of Schools. Reimbursements for expenses and fees will be in accordance with LCSC Administrative Guidelines. Reimbursement will be provided to join and participate in Professional Associations deemed applicable to the position of Administrator, Lebanon Middle School.

Section 6.05. <u>Paid Leave Days</u>.

Mr. Butler shall be entitled to fourteen (14) days of paid miscellaneous leave days for each employment contract. Unused sick leave days may accumulate in accordance with current LCSC administrative compensation policies. Mr. Butler is entitled to participate in the Catastrophic Illness Bank in accordance with the guidelines put forth by the LCTA-LCSC Master Contract.

Section 6.06. Conversion of Unused Miscellaneous Leave

Each year, LCSC shall convert any unused accumulated miscellaneous leave day's balance as of June 30th of the current contract year over sixty (60) days. The conversion rate will be at Sixty-five dollars ($65) per day. The converted amount will be deposited into a 403 (b) plan offered by LCSC and in a 403 (b) plan investments as determined by Mr. Butler. The 403 (b) account will vest after the completion of eight (8) years of service in the LCSC.

Section 6.07. Reimbursement for Graduate Level Course Credit.

Reimbursement for Graduate level course work will be provided on a 50-50 match per administrative guidelines. Reimbursement for a completed graduate degree will be paid in three annual installments beginning with the year immediately following the date of degree completion. If Mr. Butler terminates his employment with LCSC prior to receiving full reimbursement within the three-year reimbursement schedule, he will voluntarily forfeit all remaining installments.

## ARTICLE VII
## SUPPLEMENTAL RETIREMENT BENEFITS

Section 7.01. VEBA.

The LCSC will establish a VEBA (Voluntary employees' beneficiary association) trust account for the benefit of Mr. Butler upon completion of 10 years of public education service. The LCSC will contribute annually to this account according to the following formula:

Years of public education service X $100

Not exceed Two Thousand Dollars ($2,000) annually.

This contribution will be made to the account during the month of July upon completion of the previous contractual obligations. Mr. Butler must complete eight (8) years of service with Lebanon Community School Corporation and must retire and be of a minimum age of fifty-five (55) to access the funds in the VEBA account.

## ARTICLE VIII
## NOTICES

Any notice given pursuant to any provision of this Agreement shall be in writing and placed in the United States first-class mail, certified, return receipt requested, addressed to the appropriate party, at the following addresses:

For LCSC: President, Board of Trustees
Lebanon Community Schools
1810 North Grant Street
Lebanon, Indiana 46052

And

For: Mr. Mark Butler

Either party may, by giving written notice to the other party, change the address to which notice shall thereafter be sent

## ARTICLE VIII
## PROFESSIONAL LIABILITY

LCSC shall defend, hold harmless and indemnify Mr. Butler from any and all demands, claims, suits, actions and legal proceedings brought against him in his individual or official capacity as an agent or an employee of LCSC, in connection with any matter arising while he was acting within the scope of his employment, to the fullest extent permitted by Ind. Code § 20-26-5-4(17) and Ind. Code §§ 34-13, or a successor statute.

If Mr. Butler in good faith considers that a conflict exists in regard to the defense of any such claim between his legal position and the legal position of LCSC or other named parties, concurred with by the general counsel for LCSC in writing, Mr. Butler shall have the right to employ separate legal counsel, in which case LCSC shall indemnify Mr. Butler for the costs of his legal defense, to the extent permitted by Ind. Code § 20-26-5-4 (17) or a successor statute.

ARTICLE IX
ENTIRE AGREEMENT AND AMENDMENT

This Agreement constitutes the entire agreement between the parties and cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by LCSC and Mr. Butler. This Agreement replaces and supersedes all prior agreements between the parties.

ARTICLE X
REGULAR TEACHER'S CONTRACT

In accordance with Indiana law, LCSC and Mr. Butler hereby incorporated by reference in this Agreement all the provisions of the Regular Teacher's Contract, as executed by LCSC and Mr. Butler on the official form prescribed by the State Superintendent of Public Instruction, for each applicable school year, setting forth the salary and schedule of installment payments for Mr. Butler for that school year, except those provisions which are not applicable to persons employed as the Administrator, Lebanon Middle School. It is agreed that the Regular Teacher's Contract for any school year shall be revised from time to time, respecting the amount and manner of salary payments, consistent with the provisions of this Agreement, and that any such amendments shall be evidenced by execution of a revised Regular Teacher's Contract for the appropriate school year.

ARTICLE XI
INTERPRETATION & APPLICATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted and applied according to the laws of the State of Indiana.

ARTICLE XII
CONTRACT AS A PUBLIC RECORD

The parties understand that this Agreement is a public record under the Indiana Access to Public Records Law, Ind. Code § 5-14-3, and Ind. Code § 20-28-6-2(d), pertaining to teacher contracts generally.

IN WITNESS WHEREOF, LCSC by its Board of School Trustees and Mr. Butler have executed this Agreement on the day and year first above written.

BOARD OF SCHOOL TRUSTEES
OF THE LEBANON COMMUNITY
SCHOOL CORPORATION

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MR. MARK BUTLER

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**ADMINISTRATIVE ADDENDUM TO**
**REGULAR TEACHER'S CONTRACT**

This Addendum to a Regular Teacher's Contract between these parties [jointly the "Agreement"] is made and entered into this 1st day of July, 2023, by and between Lebanon Community School Corporation ("LCSC"), and Mrs. Pam Davis. ("Mrs. Davis").

**Recitals**

A. LCSC desires to obtain the benefit of the knowledge and experience of Mrs. Davis by employing her as an Administrator, Harney Elementary School for LCSC;

B. Mrs. Davis desires to be employed by LCSC as its Administrator, Harney Elementary School.

C. LCSC and Mrs. Davis desire to enter into and to reduce to writing the terms of Mrs. Davis's employment by LCSC, such terms to include, supplement, and modify, where applicable, the Regular Teacher's Contract entered into by LCSC and Mrs. Davis.

NOW THEREFORE, in consideration of the recitals set forth above, and the terms set forth below as mutual promises, it is agreed as follows:

ARTICLE I
EMPLOYMENT AND TERM

Section 1.01. Employment Term.

A. LCSC hereby employs Mrs. Davis as Administrator, Harney Elementary School.

B. LCSC and Mrs. Davis here by agree to be employed as an Administrator, Harney Elementary School. The term of this Agreement shall from July 1, 2023 ("Effective Date"), and shall continue thereafter until June 30, 2025 ("Expiration Date"), or until such earlier time as the Employment Term is terminated, as provided in Section 1.02 of this Agreement (the "Employment Term"). Unless otherwise required by text or context, an Employment Year for purposes of this Agreement shall begin July 1 of a year and end on

June 30 of the following year. During each Employment Year, Mrs. Davis shall have two hundred and fifteen (215) working days.

Section 1.02. Termination of This Employment Agreement.

A. Early Termination by Mutual Consent. The parties may terminate this Agreement on any date during the Employment Term, if LCSC and Mrs. Davis mutually consent in writing to such termination.

B. Early Termination by the LCSC. LCSC may terminate this Agreement prior to the Expiration Date of the Employment Term, notwithstanding Mrs. Davis's tenure or permanency status at the time, by employing the procedure set forth in Ind. Code § 20-28-8-3, for any reason specified in Ind. Code § 20-28-7-1, in which event Mrs. Davis's tenure status as a teacher, if any, also will be terminated for the same reasons.

C. Termination on Expiration Date by LCSC. LCSC may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-3

D. Termination on Expiration Date by Mrs. Davis. Mrs. Davis may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-7(4).

E. Early Termination upon Mrs. Davis's Death, Total Disability, or Loss of License. This Agreement shall terminate without action of the parties upon the occurrence of the death, total disability (as defined in the LCSC disability insurance policy as applicable to Mrs. Davis) of Mrs. Davis, or the revocation, expiration, or loss of the license required by Section 1.03 of this Agreement.

Section 1.03. Mrs. Davis's License as an Indiana Public School Administrator.

Mrs. Davis shall, at all times during the Employment Term, hold a valid license or certificate evidencing his qualifications to serve as a Public-School Administrator of a public school corporation in Indiana. The license required by this Section shall be the license or certification required by Indiana law and the Division of Professional Standards of the Indiana

Department of Education. Failure to maintain such a license during the Employment Term shall be considered as cause for the termination of this Agreement pursuant to Section 1.02(b) of this Agreement.

## ARTICLE II
## DUTIES, EXTENT OF SERVICE, AND RELATIONSHIP OF THE PARTIES

Section 2.01. Duties.

During the Employment Term, Mrs. Davis shall serve LCSC as the Administrator, Harney Elementary School, and shall have such duties as may be prescribed by law and as are assigned to her by the Superintendent of Schools of the LCSC.

Section 2.02. Participation in Meetings and Organizations.

LCSC expects Mrs. Davis, as a condition of her employment, to continue her professional growth and education through participation in appropriate meetings and activities. LCSC agrees to authorize the reasonable amount of release time, within the limitations of the LCSC budget and appropriations for that purpose, for the purpose of permitting Mrs. Davis to attend meetings and activities of the kind deemed necessary to support her professional development and maintain her current knowledge of curriculum, public education administration, and instructional leadership skills.

## ARTICLE III
## COMPENSATION

Section 3.01. Basic Salary.

As payment for all services which Mrs. Davis renders pursuant to this Agreement, LCSC shall pay her basic salary of One Hundred Two Thousand Nine Hundred Dollars ($102,900.00) for each Employment Year of this Agreement ("Basic Salary"). This Basic Salary shall be paid in twenty-six (26) approximately equal installments. This Basic Salary may be increased by the LCSC, but in no event shall this Basic Salary be reduced during the Employment Term.

Increases in Basic Salary, if any, shall be approved by LCSC retroactive to the beginning of the Employment Year for which the increase is applicable, and shall be based upon Mrs. Davis's performance as Administrator, Harney Elementary School and upon demonstrated achievement in LCSC in areas such as, but not limited to, knowledge of curriculum, public education administration, and instructional leadership skills.

Upon approval by the Board of School Trustees of the LCSC, any adjustment in Basic Salary under this Section shall constitute an amendment to this Agreement and becomes a part thereof, but shall not be considered as a new agreement or an extension of the Expiration Date of this Agreement.

Section 3.02. ISTRF Employee Contribution & Reporting to ISTRF.

In addition to the other compensation for her services as Administrator of Harney Elementary School provided to Mrs. Davis by this Agreement, the LCSC shall make both the minimum employer and employee contribution to the Indiana State Teachers' Retirement Fund.

## ARTICLE IV
## BUSINESS EXPENSES

Section 4.01. Business Expenses.

It is understood that from time to time Mrs. Davis will be expected to incur reasonable and necessary expenses on behalf of LCSC, including but not limited to, meals, travel, and similar expenses. LCSC shall reimburse Mrs. Davis for such reasonable and necessary expenses, provided that records of such expenses are submitted to LCSC in a form and manner acceptable to LCSC, provided further that reimbursement is not prohibited by law or regulation and is subject to the LCSC budget and appropriations for that purpose.

Section 4.02. Technology Support.

LCSC will provide appropriate technology hardware and software for Mrs. Davis to support her professional and contractual obligations. This support will include but not be limited to: office desktop, laptop, business software, and technology support services. LCSC shall pay as additional and add to Basic Salary the sum of $900 annually during the term of this Agreement for her use of her private cell phone in the performance of her duties pursuant to this Agreement. This cell phone allowance is to be paid in two installments, the first no later than December 31st, the second payment will be made on or before June 30th.

Section 4.03. Mileage Allowance.

LCSC shall pay Mrs. Davis as additional and add to Basic Salary the sum of Five Hundred Dollars ($500.00) annually during the term of this Agreement for her use of her private automobile in traveling in the performance of her duties pursuant to this Agreement. This automobile allowance is to be paid in two installments, the first no later than December 31st; the second payment will be made on or before June 30th.

Section 4.04. Total Compensation

Mrs. Davis acknowledges and agrees employer-provided coverage under LCSC's health plan is considered affordable and any employee required contribution of Mrs. Davis is no more than 9.83% (as adjusted annually) of Mrs. Davis's household income. In general, the employee required contribution is Mrs. Davis's cost of enrolling in the least expensive coverage offered by LCSC that provides minimum value. The employee required contribution includes all amounts and compensation paid to Mrs. Davis through salary reduction or otherwise, and takes into account the effects of employer arrangements such as health reimbursement arrangements (HRAs), wellness incentives, flex credits, and opt-out payments. Mrs. Davis also acknowledges and agrees her household income does not fall within a range to qualify her for a premium tax credit and she does not meet the additional IRS requirements to be eligible for any premium tax credit while employed by LCSC.

ARTICLE VI
EMPLOYEE BENEFITS

Section 6.01. Life Insurance Coverage.

LCSC shall pay the premium to provide Mrs. Davis with Seventy-Five Thousand Dollar ($75,000) in group term life insurance coverage during each year of employment.

Section 6.02. Health, Dental, Vision Insurance Coverage.

Mrs. Davis shall be able to apply to participate in the group Health, Dental and/or Vision insurance options offered by LCSC to other employees for $1.00 per year per coverage. If the administrator elects the Employee Only High Deductible Health Plan (HDHP) option, LCSC will contribute $250 monthly toward a Health Savings Account (HSA). If the administrator elects the Employee/Spouse, Employee/Child(ren), or the Family High Deductible Health Plan (HDHP) option, LCSC will contribute $400 monthly toward a Health Savings Account (HSA).

Section 6.025 Retirement within 5 Years Benefit

Mrs. Davis after she has been employed by LCSC for a minimum of 10 years and has determined she is within five years of retirement from LCSC, may submit a letter stating her decision to retire within five years and then be eligible for the benefit described below. Please note the letter must be submitted no later than June 1 and will become effective with the issuance of Mrs. Davis's next administrative contract during July 1 thru June 30 (i.e. submit by June 1, 2024 in order to be effective July 1, 2024 thru June 30, 2025.

Upon review and approval, LCSC will add to Mrs. Davis's annual salary the employer's portion of the contribution for the annual group medical, health savings account, dental, and vision coverage that Mrs. Davis is enrolled at the time her letter is submitted by the June 1 deadline. This contribution amount will be based upon the premiums in effect at the time of Mrs. Davis's next administrative contract to be issued beginning on July 1. Mrs. Davis will then become responsible for paying 100% of the premium for coverage under the health plan.

This dollar amount added to Mrs. Davis's salary will stay fixed during the remaining 5 years of her contract. Any increase in the premiums will become the obligation of Mrs. Davis and deducted from her paychecks. After retirement, Mrs. Davis will then be responsible for the payment of 100% of the cost and premiums owed for her and any dependent's medical, dental, and vision coverage and any health savings account contribution allowed under IRS rules.

In the event, however, Mrs. Davis or any dependent becomes eligible or attempts to claim the premium tax credit on his/her federal income tax return, she will then reimburse the LCSC any amounts LCSC is required to pay the IRS because Mrs. Davis claimed the premium tax credit or the IRS determines Mrs. Davis's coverage did not meet the affordability rules.

Section 6.03. Long Term Disability

LCSC shall pay the premium to provide Mrs. Davis with group long-term disability insurance during each year of her employment. Premiums will be added to her basic salary and premium deductions will be made on an after-tax basis.

Section 6.04. Professional Development and Conference Attendance.

Mrs. Davis is encouraged to continue to pursue professional development opportunities that are consummate with her contractual obligations and professional performance expectation, subject to approval by the Superintendent of Schools. Reimbursements for expenses and fees will be in accordance with LCSC Administrative Guidelines. Reimbursement will be provided to join and participate in Professional Associations deemed applicable to the position of Administrator, Harney Elementary School.

Section 6.05. Paid Leave Days.

Mrs. Davis shall be entitled to fourteen (14) days of paid miscellaneous leave days for each employment contract. Unused sick leave days may accumulate in accordance with current LCSC administrative compensation policies. Mrs. Davis is entitled to participate in the Catastrophic Illness Bank in accordance with the guidelines put forth by the LCTA-LCSC Master Contract.

Section 6.06. Conversion of Unused Miscellaneous Leave

Each year, LCSC shall convert any unused accumulated miscellaneous leave day's balance as of June 30th of the current contract year over sixty (60) days. The conversion rate will be at Sixty-five dollars ($65) per day. The converted amount will be deposited into a 403 (b) plan offered by LCSC and in a 403 (b) plan investments as determined by Mrs. Davis. The 403 (b) account will vest after the completion of eight (8) years of service in the LCSC.

Section 6.07. Reimbursement for Graduate Level Course Credit.

Reimbursement for Graduate level course work will be provided on a 50-50 match per administrative guidelines. Reimbursement for a completed graduate degree will be paid in three annual installments beginning with the year immediately following the date of degree completion. If Mrs. Davis terminates her employment with LCSC prior to receiving full reimbursement within the three-year reimbursement schedule, she will voluntarily forfeit all remaining installments.

## ARTICLE VII
## SUPPLEMENTAL RETIREMENT BENEFITS

Section 7.01. VEBA.

The LCSC will establish a VEBA (Voluntary employees' beneficiary association) trust account for the benefit of Mrs. Davis upon completion of 10 years of public education service. The LCSC will contribute annually to this account according to the following formula:

Years of public education service X $100

Not exceed Two Thousand Dollars ($2,000) annually.

This contribution will be made to the account during the month of July upon completion of the previous contractual obligations. Mrs. Davis must complete eight (8) years of service with Lebanon Community School Corporation and must retire and be of a minimum age of fifty-five (55) to access the funds in the VEBA account.

ARTICLE VIII
NOTICES

Any notice given pursuant to any provision of this Agreement shall be in writing and placed in the United States first-class mail, certified, return receipt requested, addressed to the appropriate party, at the following addresses:

For LCSC: President, Board of Trustees
Lebanon Community Schools
1810 North Grant Street
Lebanon, Indiana 46052

And

For: Mrs. Pam Davis

Either party may, by giving written notice to the other party, change the address to which notice shall thereafter be sent

ARTICLE VIII
PROFESSIONAL LIABILITY

LCSC shall defend, hold harmless and indemnify Mrs. Davis from any and all demands, claims, suits, actions and legal proceedings brought against her in her individual or official capacity as an agent or an employee of LCSC, in connection with any matter arising while she was acting within the scope of her employment, to the fullest extent permitted by Ind. Code § 20-26-5-4(17) and Ind. Code §§ 34-13, or a successor statute.

If Mrs. Davis in good faith considers that a conflict exists in regard to the defense of any such claim between her legal position and the legal position of LCSC or other named parties, concurred with by the general counsel for LCSC in writing, Mrs. Davis shall have the right to employ separate legal counsel, in which case LCSC shall indemnify Mrs. Davis for the costs of her legal defense, to the extent permitted by Ind. Code § 20-26-5-4 (17) or a successor statute.

## ARTICLE IX
## ENTIRE AGREEMENT AND AMENDMENT

This Agreement constitutes the entire agreement between the parties and cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by LCSC and Mrs. Davis. This Agreement replaces and supersedes all prior agreements between the parties.

## ARTICLE X
## REGULAR TEACHER'S CONTRACT

In accordance with Indiana law, LCSC and Mrs. Davis hereby incorporated by reference in this Agreement all the provisions of the Regular Teacher's Contract, as executed by LCSC and Mrs. Davis on the official form prescribed by the State Superintendent of Public Instruction, for each applicable school year, setting forth the salary and schedule of installment payments for Mrs. Davis for that school year, except those provisions which are not applicable to persons employed as the Administrator, Harney Elementary School. It is agreed that the Regular Teacher's Contract for any school year shall be revised from time to time, respecting the amount and manner of salary payments, consistent with the provisions of this Agreement, and that any such amendments shall be evidenced by execution of a revised Regular Teacher's Contract for the appropriate school year.

## ARTICLE XI
## INTERPRETATION & APPLICATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted and applied according to the laws of the State of Indiana.

## ARTICLE XII
## CONTRACT AS A PUBLIC RECORD

The parties understand that this Agreement is a public record under the Indiana Access to Public Records Law, Ind. Code § 5-14-3, and Ind. Code § 20-28-6-2(d), pertaining to teacher contracts generally.

IN WITNESS WHEREOF, LCSC by its Board of School Trustees and Mrs. Davis have executed this Agreement on the day and year first above written.

| | |
|---|---|
| BOARD OF SCHOOL TRUSTEES OF THE LEBANON COMMUNITY SCHOOL CORPORATION | MRS. PAM DAVIS |
| ________________________ | ________________________ |
| ________________________ | |
| ________________________ | |
| ________________________ | |
| ________________________ | |

**ADMINISTRATIVE ADDENDUM TO**
**REGULAR TEACHER'S CONTRACT**
**CHIEF FINANICIAL OFFICER**

This Addendum to a Regular Teacher's Contract between these parties [jointly the "Agreement"] is made and entered into this 13th day of June, 2022, by and between Lebanon Community School Corporation ("LCSC"), and Mr. Zachary Dennis ("Mr. Dennis").

**Recitals**

A. LCSC desires to obtain the benefit of the knowledge and experience of Mr. Dennis by employing him as the Chief Financial Officer for LCSC;

B. Mr. Dennis desires to be employed by LCSC as its Chief Financial Officer.

C. LCSC and Mr. Dennis desire to enter into and to reduce to writing the terms of Mr. Dennis's employment by LCSC, such terms to include, supplement, and modify, where applicable, the Regular Teacher's Contract entered into by LCSC and Mr. Dennis.

NOW THEREFORE, in consideration of the recitals set forth above, and the terms set forth below as mutual promises, it is agreed as follows:

ARTICLE I
EMPLOYMENT AND TERM

Section 1.01. Employment Term.

A. LCSC hereby employs Mr. Dennis as Chief Financial Officer.

B. LCSC and Mr. Dennis hereby agree to be employed as the Chief Financial Officer. The term of this Agreement shall from June 13th, 2022 ("Effective Date"), and shall continue thereafter until June 30, 2024 ("Expiration Date"), or until such earlier time as the Employment Term is terminated, as provided in Section 1.02 of this Agreement (the "Employment Term"). Unless otherwise required by text or context, an Employment Year for purposes of this Agreement shall begin July 1 of a year and end on June 30 of the following year. In the initial year of the agreement, Mr. Dennis shall have two hundred seventy-four (274) working days. During each subsequent Employment Year, Mr. Dennis shall have two hundred and sixty (260) working days.

Section 1.02. Termination of This Employment Agreement.

A. Early Termination by Mutual Consent. The parties may terminate this Agreement on any date during the Employment Term, if LCSC and Mr. Dennis mutually consent in writing to such termination.

B. Early Termination by the LCSC. LCSC may terminate this Agreement prior to the Expiration Date of the Employment Term, notwithstanding Mr. Dennis's tenure or permanency status at the time, by employing the procedure set forth in Ind. Code § 20-28-8-3, for any reason specified in Ind. Code § 20-28-7-1, in which event Mr. Dennis's tenure status as a teacher, if any, also will be terminated for the same reasons.

C. Termination on Expiration Date by LCSC. LCSC may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-3

D. Termination on Expiration Date by Mr. Dennis. Mr. Dennis may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-7(4).

E. Early Termination upon Mr. Dennis's Death, Total Disability, or Loss of License. This Agreement shall terminate without action of the parties upon the occurrence of the death, total disability (as defined in the LCSC disability insurance policy as applicable to Mr. Dennis) of Mr. Dennis, or the revocation, expiration, or loss of the license required by Section 1.03 of this Agreement.

Section 1.03. Mr. Dennis's License as an Indiana Public School Administrator.

Mr. Dennis shall, at all times during the Employment Term, hold a valid license or certificate evidencing his qualifications to serve as a Public School Administrator of a public school corporation in Indiana. The license required by this Section shall be the license or

certification required by Indiana law and the Division of Professional Standards of the Indiana Department of Education. Failure to maintain such a license during the Employment Term shall be considered as cause for the termination of this Agreement pursuant to Section 1.02(b) of this Agreement.

## ARTICLE II
## DUTIES, EXTENT OF SERVICE, AND RELATIONSHIP OF THE PARTIES

Section 2.01. Duties.

During the Employment Term, Mr. Dennis shall serve LCSC as Chief Financial Officer, and he shall have such duties as may be prescribed by law and as are assigned to him by the Superintendent of Schools of the LCSC.

Section 2.02. Participation in Meetings and Organizations.

LCSC expects Mr. Dennis, as a condition of his employment, to continue his professional growth and education through participation in appropriate meetings and activities. LCSC agrees to authorize the reasonable amount of release time, within the limitations of the LCSC budget and appropriations for that purpose, for the purpose of permitting Mr. Dennis to attend meetings and activities of the kind deemed necessary to support his professional development and maintain his current knowledge of public school finance and organizational leadership.

## ARTICLE III
## COMPENSATION

Section 3.01. Basic Salary.

As payment for all services which Mr. Dennis renders pursuant to this Agreement, LCSC shall pay him a basic salary of One Hundred Forty-Two Thousand Five-Hundred Dollars ($142,500.00) for each Employment Year of this Agreement ("Basic Salary"). For the initial year of this agreement, additional compensation in an amount of Seven Thousand Two Hundred Sixty-Nine Dollars and Twenty-Three Cents ($7,269.23) will be compensated to Mr. Dennis for days worked June 13, 2022, to June 30, 2022. This Basic Salary shall be paid in twenty-six approximately equal installments. This Basic Salary may be increased by the LCSC, but in no event shall this Basic Salary be reduced during the Employment Term.

Increases in Basic Salary, if any, shall be approved by LCSC retroactive to the beginning of the Employment Year for which the increase is applicable, and shall be based upon Mr. Dennis' s performance as Chief Financial Officer and upon demonstrated achievement in LCSC in areas public school finance and maintaining the financial security of the LCSC.

Upon approval by the Board of School Trustees of the LCSC, any adjustment in Basic Salary under this Section shall constitute an amendment to this Agreement and becomes a part thereof, but shall not be considered as a new agreement or an extension of the Expiration Date of this Agreement.

Section 3.02. ISTRF/ISPRF Employee Contribution & Reporting to ISTRF.

In addition to the other compensation for his services as Chief Financial Officer of provided to Mr. Dennis by this Agreement, the LCSC shall make both the minimum employer and employee contribution to the Indiana State Teachers' Retirement Fund.

Section 3.03 Deferred Compensation – Annuity Contributions

On an annual basis, beginning with calendar year 2023, LCSC shall make, on Mr. Dennis's behalf, a contribution to a 403b retirement plan of his choosing that is equivalent to the calendar year maximum contribution limit that an individual could make from salary deferrals as determined by the IRS.

## ARTICLE IV
## BUSINESS EXPENSES

Section 4.01. Business Expenses.

It is understood that from time to time Mr. Dennis will be expected to incur reasonable and necessary expenses on behalf of LCSC, including but not limited to, meals, travel, and similar expenses. LCSC shall reimburse Mr. Dennis for such reasonable and necessary expenses, provided that records of such expenses are submitted to LCSC in a form and manner acceptable to

LCSC, provided further that reimbursement is not prohibited by law or regulation and is subject to the LCSC budget and appropriations for that purpose.

Section 4.02. Technology Support.

LCSC will provide appropriate technology hardware and software for Mr. Dennis to support his professional and contractual obligations. This support will include but not be limited to: office desktop, laptop, business software, and technology support services. LCSC shall pay as additional and add to Basic Salary the sum of $900 annually during the term of this Agreement for his use of his private cell phone in the performance of his duties pursuant to this Agreement. This cell phone allowance is to be paid in two installments, the first no later than December 31st, the second payment will be made on or before June 30th.

Section 4.03. Mileage Allowance.

LCSC shall pay Mr. Dennis as additional and add to Basic Salary the sum of One Thousand Dollars ($1,000.00) annually during the term of this Agreement for his use of his private automobile in traveling in the performance of his duties pursuant to this Agreement. This automobile allowance is to be paid in two installments, the first no later than December 31st; the second payment will be made on or before June 30th. If Mr. Dennis travels out of the district for the purpose of conducting LCSC business or for professional development reasons, the LCSC will reimburse his mileage at a rate determined by the LCSC administrative guidelines and policies.

Section 4.04. Total Compensation

Mr. Dennis acknowledges and agrees employer-provided coverage under LCSC's health plan is considered affordable and any employee required contribution of Mr. Dennis is no more than 9.83% (as adjusted annually) of Mr. Dennis's household income. In general, the employee required contribution is Mr. Dennis's cost of enrolling in the least expensive coverage offered by LCSC that provides minimum value. The employee required contribution includes all amounts and compensation paid to Mr. Dennis through salary reduction or otherwise, and takes into account the effects of employer arrangements such as health reimbursement arrangements (HRAs), wellness incentives, flex credits, and opt-out payments. Mr. Dennis also acknowledges and agrees his household income does not fall within a range to qualify him for a premium tax credit and he does not meet the additional IRS requirements to be eligible for any premium tax credit while employed by LCSC.

## ARTICLE VI
## EMPLOYEE BENEFITS

Section 6.01. Life Insurance Coverage.

LCSC shall pay the premium to provide Mr. Dennis with Seventy-Five Thousand Dollar ($75,000) in group term life insurance coverage during each year of employment.

Section 6.02. Health, Dental, Vision Insurance Coverage.

Mr. Dennis shall be able to apply to participate in the group Health, Dental and/or Vision insurance options offered by LCSC to other employees for $1.00 per year per coverage. If the administrator elects the Employee Only High Deductible Health Plan (HDHP) option, LCSC will contribute $250 monthly toward a Health Savings Account (HSA). If the administrator elects the Employee/Spouse, Employee/Child(ren), or the Family High Deductible Health Plan (HDHP) option, LCSC will contribute $400 monthly toward a Health Savings Account (HSA).

Section 6.025 Retirement within 5 Years Benefit

Mr. Dennis after he has been employed by LCSC for a minimum of 10 years and has determined he is within five years of retirement from LCSC, may submit a letter stating his decision to retire within five years and then be eligible for the benefit described below. Please note the letter must be submitted no later than June 1 and will become effective with the issuance of Mr. Dennis's next administrative contract during July 1 thru June 30 (i.e. submit by June 1, 2022 in order to be effective July 1, 2022 thru June 30, 2023.

Upon review and approval, LCSC will add to Mr. Dennis's annual salary the employer's portion of the contribution for the annual group medical, health savings account, dental, and vision coverage that Mr. Dennis is enrolled at the time his letter is submitted by the June 1 deadline. This contribution amount will be based upon the premiums in effect at the time of Mr. Dennis's next administrative contract to be issued beginning on July 1. Mr. Dennis will then become responsible for paying 100% of the premium for coverage under the health plan.

This dollar amount added to Mr. Dennis's salary will stay fixed during the remaining 5 years of his contract. Any increase in the premiums will become the obligation of Mr. Dennis and deducted from his paychecks. After retirement, Mr. Dennis will then be responsible for payment of 100% of the cost and premiums owed for his and any dependent's medical, dental, and vision coverage and any health savings account contribution allowed under IRS rules.

In the event, however, Mr. Dennis or any dependent becomes eligible or attempts to claim the premium tax credit on his federal income tax return, he will then reimburse the LCSC any amounts LCSC is required to pay to the IRS because Mr. Dennis claimed the premium tax credit or the IRS determines Mr. Dennis's coverage did not meet the affordability rules.

Section 6.03. Long Term Disability

LCSC shall pay the premium to provide Mr. Dennis with group long-term disability insurance during each year of his employment. Premium will be added to his basic salary and premium deductions will be made on an after-tax basis.

Section 6.04. Professional Development and Conference Attendance.

Mr. Dennis is encouraged to continue to pursue professional development opportunities that are consummate with his contractual obligations and professional performance expectations, subject to approval by the Superintendent of Schools. Reimbursements for expenses and fees will be in accordance with LCSC Administrative Guidelines. Reimbursement will be provided to join and participate in Professional Associations deemed applicable to the position of Chief Financial Officer.

Section 6.05. Paid Leave Days.

Mr. Dennis shall be entitled to fourteen (14) days of paid miscellaneous leave days for each employment contract. Unused paid leave days may accumulate in accordance with current LCSC administrative compensation policies. Paid Vacation Days – twenty (20) paid vacation days per contract year to be used at Employee discretion. Paid vacation days may be accrued at a maximum of 30 days. All unused paid vacation days in excess of the allowable maximum will be added to the accumulated miscellaneous leave balance. Mr. Dennis is entitled to participate in the Catastrophic Illness Bank in accordance with the guidelines put forth by the LCTA-LCSC Master Contract.

Section 6.06. Conversion of Unused Miscellaneous Leave

Each year, LCSC shall convert any unused accumulated miscellaneous leave day's balance as of June 30th of the current contract year over sixty (60) days. The conversion rate will be at Sixty-five dollars ($65) per day. The converted amount will be deposited into a 403b plan offered by LCSC and in 403b investments as determined by Mr. Dennis.

Section 6:07. 403b Employee Compensation

Mr. Dennis will be compensated with 1% of salary per duration of contract for a 403b plan.

Section 6.08. Reimbursement for Graduate Level Course Credit.

Reimbursement for Graduate level course work will be provided on a 50-50 match per for coursework in which Mr. Dennis is enrolled after July 1, 2022. The LCSC will provide Mr. Dennis fifty percent (50%) of the cost of tuition and fees (not including books, materials, mileage, printing expenses) at a rate of one third 1/3 per year for three years following the completion of his degree.

## ARTICLE VII
## SUPPLEMENTAL RETIREMENT BENEFITS

Section 7.01. VEBA.

The LCSC has established a VEBA (Voluntary employees' beneficiary association) trust account for the benefit of Mr. Dennis. The LCSC has established a VEBA (Voluntary employees' beneficiary association) trust account for the benefit of Mr. Dennis. The LCSC will contribute annually to this account according to the following formula:

Years of public education service X $100

Not exceed Two Thousand Dollars ($2,000) annually.

This contribution will be made to the account during the month of July upon completion of the previous contractual obligations. Mr. Dennis must complete eight (8) years of service with Lebanon Community School Corporation and must retire and be of a minimum age of fifty-five (55) to access the funds in the VEBA account.

## ARTICLE VIII
## NOTICES

Any notice given pursuant to any provision of this Agreement shall be in writing and placed in the United States first-class mail, certified, return receipt requested, addressed to the appropriate party, at the following addresses:

For LCSC: President, Board of Trustees
Lebanon Community Schools
1810 North Grant Street
Lebanon, Indiana 46052

And

For: Mr. Zach Dennis

Either party may, by giving written notice to the other party, change the address to which notice shall thereafter be sent.

## ARTICLE VIII
## PROFESSIONAL LIABILITY

LCSC shall defend, hold harmless and indemnify Mr. Dennis from any and all demands, claims, suits, actions and legal proceedings brought against him in his individual or official capacity as an agent or an employee of LCSC, in connection with any matter arising while he was acting within the scope of his employment, to the fullest extent permitted by Ind. Code § 20-26-5-4(17) and Ind. Code §§ 34-13, or a successor statute.

If Mr. Dennis in good faith considers that a conflict exists in regard to the defense of any such claim between his legal position and the legal position of LCSC or other named parties, concurred with by the general counsel for LCSC in writing, Mr. Dennis shall have the right to employ separate legal counsel, in which case LCSC shall indemnify Mr. Dennis for the costs of his legal defense, to the extent permitted by Ind. Code § 20-26-5-4 (17) or a successor statute.

## ARTICLE IX
## ENTIRE AGREEMENT AND AMENDMENT

This Agreement constitutes the entire agreement between the parties and cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by LCSC and Mr. Dennis. This Agreement replaces and supersedes all prior agreements between the parties.

## ARTICLE X
## REGULAR TEACHER'S CONTRACT

In accordance with Indiana law, LCSC and Mr. Dennis hereby incorporated by reference in this Agreement all the provisions of the Regular Teacher's Contract, as executed by LCSC and Mr. Dennis on the official form prescribed by the State Superintendent of Public Instruction, for each applicable school year, setting forth the salary and schedule of installment payments for Mr. Dennis for that school year, except those provisions which are not applicable to persons employed as the Director of Assessment. It is agreed that the Regular Teacher's

Contract for any school year shall be revised from time to time, respecting the amount and manner of salary payments, consistent with the provisions of this Agreement, and that any such amendments shall be evidenced by execution of a revised Regular Teacher's Contract for the appropriate school year.

ARTICLE XI
INTERPRETATION & APPLICATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted and applied according to the laws of the State of Indiana.

ARTICLE XII
CONTRACT AS A PUBLIC RECORD

The parties understand that this Agreement is a public record under the Indiana Access to Public Records Law, Ind. Code § 5-14-3, and Ind. Code § 20-28-6-2(d), pertaining to teacher contracts generally.

IN WITNESS WHEREOF, LCSC by its Board of School Trustees and Mr. Dennis have executed this Agreement on the day and year first above written.

BOARD OF SCHOOL TRUSTEES
OF THE LEBANON COMMUNITY
SCHOOL CORPORATION

MR. ZACHARY DENNIS

**ADMINISTRATIVE ADDENDUM TO**
**REGULAR TEACHER'S CONTRACT**

This Addendum to a Regular Teacher's Contract between these parties [jointly the "Agreement"] is made and entered into this 1st day of July, 2023, by and between Lebanon Community School Corporation ("LCSC"), and Mr. Doyle Dunshee. ("Mr. Dunshee").

**Recitals**

A. LCSC desires to obtain the benefit of the knowledge and experience of Mr. Dunshee by employing him as an Administrator, Lebanon Middle School for LCSC;

B. Mr. Dunshee desires to be employed by LCSC as its Administrator, Lebanon Middle School.

C. LCSC and Mr. Dunshee desire to enter into and to reduce to writing the terms of Mr. Dunshee's employment by LCSC, such terms to include, supplement, and modify, where applicable, the Regular Teacher's Contract entered into by LCSC and Mr. Dunshee.

NOW THEREFORE, in consideration of the recitals set forth above, and the terms set forth below as mutual promises, it is agreed as follows:

ARTICLE I
EMPLOYMENT AND TERM

Section 1.01. Employment Term.

A. LCSC hereby employs Mr. Dunshee as Administrator, Lebanon Middle School.

B. LCSC and Mr. Dunshee here by agree to be employed as an Administrator, Lebanon Middle School. The term of this Agreement shall from July 1, 2023 ("Effective Date"), and shall continue thereafter until June 30, 2025 ("Expiration Date"), or until such earlier time as the Employment Term is terminated, as provided in Section 1.02 of this

Agreement (the "Employment Term"). Unless otherwise required by text or context, an Employment Year for purposes of this Agreement shall begin July 1 of a year and end on June 30 of the following year. During each Employment Year, Mr. Dunshee shall have two hundred and thirty-five (235) working days.

Section 1.02. Termination of This Employment Agreement.

A. Early Termination by Mutual Consent. The parties may terminate this Agreement on any date during the Employment Term, if LCSC and Mr. Dunshee mutually consent in writing to such termination.

B. Early Termination by the LCSC. LCSC may terminate this Agreement prior to the Expiration Date of the Employment Term, notwithstanding Mr. Dunshee's tenure or permanency status at the time, by employing the procedure set forth in Ind. Code § 20-28-8-3, for any reason specified in Ind. Code § 20-28-7-1, in which event Mr. Dunshee's tenure status as a teacher, if any, also will be terminated for the same reasons.

C. Termination on Expiration Date by LCSC. LCSC may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-3

D. Termination on Expiration Date by Mr. Dunshee. Mr. Dunshee may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-7(4).

E. Early Termination upon Mr. Dunshee's Death, Total Disability, or Loss of License. This Agreement shall terminate without action of the parties upon the occurrence of the death, total disability (as defined in the LCSC disability insurance policy as applicable to Mr. Dunshee) of Mr. Dunshee, or the revocation, expiration, or loss of the license required by Section 1.03 of this Agreement.

Section 1.03. Mr. Dunshee's License as an Indiana Public School Administrator.

Mr. Dunshee shall, at all times during the Employment Term, hold a valid license or certificate evidencing his qualifications to serve as a Public-School Administrator of a public

school corporation in Indiana. The license required by this Section shall be the license or certification required by Indiana law and the Division of Professional Standards of the Indiana Department of Education. Failure to maintain such a license during the Employment Term shall be considered as cause for the termination of this Agreement pursuant to Section 1.02(b) of this Agreement.

## ARTICLE II
## DUTIES, EXTENT OF SERVICE, AND RELATIONSHIP OF THE PARTIES

Section 2.01. Duties.

During the Employment Term, Mr. Dunshee shall serve LCSC as the Administrator, Lebanon Middle School, and shall have such duties as may be prescribed by law and as are assigned to him by the Superintendent of Schools of the LCSC.

Section 2.02. Participation in Meetings and Organizations.

LCSC expects Mr. Dunshee, as a condition of his employment, to continue his professional growth and education through participation in appropriate meetings and activities. LCSC agrees to authorize the reasonable amount of release time, within the limitations of the LCSC budget and appropriations for that purpose, for the purpose of permitting Mr. Dunshee to attend meetings and activities of the kind deemed necessary to support his professional development and maintain his current knowledge of curriculum, public education administration, and instructional leadership skills.

## ARTICLE III
## COMPENSATION

Section 3.01. Basic Salary.

As payment for all services which Mr. Dunshee renders pursuant to this Agreement, LCSC shall pay his basic salary of One Hundred Thirty-Four Thousand Three Hundred Dollars ($134,300.00) for each Employment Year of this Agreement ("Basic Salary"). This Basic Salary shall be paid in twenty-six (26) approximately equal installments. This Basic Salary may be increased by the LCSC, but in no event shall this Basic Salary be reduced during the Employment Term.

Increases in Basic Salary, if any, shall be approved by LCSC retroactive to the beginning of the Employment Year for which the increase is applicable, and shall be based upon Mr. Dunshee's performance as Administrator, Lebanon Middle School and upon demonstrated achievement in LCSC in areas such as, but not limited to, knowledge of curriculum, public education administration, and instructional leadership skills.

Upon approval by the Board of School Trustees of the LCSC, any adjustment in Basic Salary under this Section shall constitute an amendment to this Agreement and becomes a part thereof, but shall not be considered as a new agreement or an extension of the Expiration Date of this Agreement.

Section 3.02. ISTRF Employee Contribution & Reporting to ISTRF.

In addition to the other compensation for his services as Administrator of Lebanon Middle School provided to Mr. Dunshee by this Agreement, the LCSC shall make both the minimum employer and employee contribution to the Indiana State Teachers' Retirement Fund.

## ARTICLE IV
## BUSINESS EXPENSES

Section 4.01. Business Expenses.

It is understood that from time to time Mr. Dunshee will be expected to incur reasonable and necessary expenses on behalf of LCSC, including but not limited to, meals, travel, and similar expenses. LCSC shall reimburse Mr. Dunshee for such reasonable and necessary expenses, provided that records of such expenses are submitted to LCSC in a form and manner acceptable to LCSC, provided further that reimbursement is not prohibited by law or regulation and is subject to the LCSC budget and appropriations for that purpose.

Section 4.02. Technology Support.

LCSC will provide appropriate technology hardware and software for Mr. Dunshee to support his professional and contractual obligations. This support will include but not be limited to: office desktop, laptop, business software, and technology support services. LCSC shall pay as additional and add to Basic Salary the sum of $900 annually during the term of this Agreement for his use of his private cell phone in the performance of his duties pursuant to this Agreement. This cell phone allowance is to be paid in two installments, the first no later than December 31st, the second payment will be made on or before June 30th.

Section 4.03. Mileage Allowance.

LCSC shall pay Mr. Dunshee as additional and add to Basic Salary the sum of Five Hundred Dollars ($500.00) annually during the term of this Agreement for his use of his private automobile in traveling in the performance of his duties pursuant to this Agreement. This automobile allowance is to be paid in two installments, the first no later than December 31st; the second payment will be made on or before June 30th.

Section 4.04. Total Compensation

Mr. Dunshee acknowledges and agrees employer-provided coverage under LCSC's health plan is considered affordable and any employee required contribution of Mr. Dunshee is no more than 9.83% (as adjusted annually) of Mr. Dunshee's household income. In general, the employee required contribution is Mr. Dunshee's cost of enrolling in the least expensive coverage offered by LCSC that provides minimum value. The employee required contribution includes all amounts and compensation paid to Mr. Dunshee through salary reduction or otherwise, and takes into account the effects of employer arrangements such as health reimbursement arrangements (HRAs), wellness incentives, flex credits, and opt-out payments. Mr. Dunshee also acknowledges and agrees his household income does not fall within a range to qualify him for a premium tax credit and he does not meet the additional IRS requirements to be eligible for any premium tax credit while employed by LCSC.

## ARTICLE VI
## EMPLOYEE BENEFITS

Section 6.01. Life Insurance Coverage.

LCSC shall pay the premium to provide Mr. Dunshee with Seventy-Five Thousand Dollar ($75,000) in group term life insurance coverage during each year of employment.

Section 6.02. Health, Dental, Vision Insurance Coverage.

Mr. Dunshee shall be able to apply to participate in the group Health, Dental and/or Vision insurance options offered by LCSC to other employees for $1.00 per year per coverage. If the administrator elects the Employee Only High Deductible Health Plan (HDHP) option, LCSC will contribute $250 monthly toward a Health Savings Account (HSA). If the administrator elects the Employee/Spouse, Employee/Child(ren), or the Family High Deductible Health Plan (HDHP) option, LCSC will contribute $400 monthly toward a Health Savings Account (HSA).

Section 6.025 Retirement within 5 Years Benefit

Mr. Dunshee after he has been employed by LCSC for a minimum of 10 years and has determined he is within five years of retirement from LCSC, may submit a letter stating his decision to retire within five years and then be eligible for the benefit described below. Please note the letter must be submitted no later than June 1 and will become effective with the issuance of Mr. Dunshee's next administrative contract during July 1 thru June 30 (i.e. submit by June 1, 2025 in order to be effective July 1, 2025 thru June 30, 2025.

Upon review and approval, LCSC will add to Mr. Dunshees annual salary the employer's portion of the contribution for the annual group medical, health savings account, dental, and vision coverage that Mr. Dunshee is enrolled at the time his letter is submitted by the June 1 deadline. This contribution amount will be based upon the premiums in effect at the time of Mr. Dunshee's next administrative contract to be issued beginning on July 1. Mr. Dunshee will then become responsible for paying 100% of the premium for coverage under the health plan.

This dollar amount added to Mr. Dunshee's salary will stay fixed during the remaining 5 years of his contract. Any increase in the premiums will become the obligation of Mr. Dunshee and deducted from his paychecks. After retirement, Mr. Dunshee will then be responsible for the payment of 100% of the cost and premiums owed for his and any dependent's medical, dental, and vision coverage and any health savings account contribution allowed under IRS rules.

In the event, however, Mr. Dunshee or any dependent becomes eligible or attempts to claim the premium tax credit on his/her federal income tax return, he will then reimburse the LCSC any amounts LCSC is required to pay the IRS because Mr. Dunshee claimed the premium tax credit or the IRS determines Mr. Dunshee's coverage did not meet the affordability rules.

Section 6.03. Long Term Disability

LCSC shall pay the premium to provide Mr. Dunshee with group long-term disability insurance during each year of his employment. Premiums will be added to his basic salary and premium deductions will be made on an after-tax basis.

Section 6.04. Professional Development and Conference Attendance.

Mr. Dunshee is encouraged to continue to pursue professional development opportunities that are consummate with his contractual obligations and professional performance expectation, subject to approval by the Superintendent of Schools. Reimbursements for expenses and fees will be in accordance with LCSC Administrative Guidelines. Reimbursement will be provided to join and participate in Professional Associations deemed applicable to the position of Administrator, Lebanon Middle School.

Section 6.05. Paid Leave Days.

Mr. Dunshee shall be entitled to fourteen (14) days of paid miscellaneous leave days for each employment contract. Unused sick leave days may accumulate in accordance with current LCSC administrative compensation policies. Mr. Dunshee is entitled to participate in the

Catastrophic Illness Bank in accordance with the guidelines put forth by the LCTA-LCSC Master Contract.

Section 6.06. Conversion of Unused Miscellaneous Leave

Each year, LCSC shall convert any unused accumulated miscellaneous leave day's balance as of June 30th of the current contract year over sixty (60) days. The conversion rate will be at Sixty-five dollars ($65) per day. The converted amount will be deposited into a 403 (b) plan offered by LCSC and in a 403 (b) plan investments as determined by Mr. Dunshee. The 403 (b) account will vest after the completion of eight (8) years of service in the LCSC.

Section 6.07. Reimbursement for Graduate Level Course Credit.

Reimbursement for Graduate level course work will be provided on a 50-50 match per administrative guidelines. Reimbursement for a completed graduate degree will be paid in three annual installments beginning with the year immediately following the date of degree completion. If Mr. Dunshee terminates his employment with LCSC prior to receiving full reimbursement within the three-year reimbursement schedule, he will voluntarily forfeit all remaining installments.

## ARTICLE VII
## SUPPLEMENTAL RETIREMENT BENEFITS

Section 7.01. VEBA.

The LCSC will establish a VEBA (Voluntary employees' beneficiary association) trust account for the benefit of Mr. Dunshee upon completion of 10 years of public education service. The LCSC will contribute annually to this account according to the following formula:

Years of public education service X $100

Not exceed Two Thousand Dollars ($2,000) annually.

This contribution will be made to the account during the month of July upon completion of the previous contractual obligations. Mr. Dunshee must complete eight (8) years of service with

Lebanon Community School Corporation and must retire and be of a minimum age of fifty-five (55) to access the funds in the VEBA account.

## ARTICLE VIII
## NOTICES

Any notice given pursuant to any provision of this Agreement shall be in writing and placed in the United States first-class mail, certified, return receipt requested, addressed to the appropriate party, at the following addresses:

For LCSC: President, Board of Trustees
Lebanon Community Schools
1810 North Grant Street
Lebanon, Indiana 46052

And

For: Mr. Doyle Dunshee

Either party may, by giving written notice to the other party, change the address to which notice shall thereafter be sent

## ARTICLE VIII
## PROFESSIONAL LIABILITY

LCSC shall defend, hold harmless and indemnify Mr. Dunshee from any and all demands, claims, suits, actions and legal proceedings brought against him in his individual or official capacity as an agent or an employee of LCSC, in connection with any matter arising while he was acting within the scope of his employment, to the fullest extent permitted by Ind. Code § 20-26-5-4(17) and Ind. Code §§ 34-13, or a successor statute.

If Mr. Dunshee in good faith considers that a conflict exists in regard to the defense of any such claim between his legal position and the legal position of LCSC or other named parties, concurred with by the general counsel for LCSC in writing, Mr. Dunshee shall have the right to employ separate legal counsel, in which case LCSC shall indemnify Mr. Dunshee for the costs of his legal defense, to the extent permitted by Ind. Code § 20-26-5-4 (17) or a successor statute.

## ARTICLE IX
## ENTIRE AGREEMENT AND AMENDMENT

This Agreement constitutes the entire agreement between the parties and cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by LCSC and Mr. Dunshee. This Agreement replaces and supersedes all prior agreements between the parties.

## ARTICLE X
## REGULAR TEACHER'S CONTRACT

In accordance with Indiana law, LCSC and Mr. Dunshee hereby incorporated by reference in this Agreement all the provisions of the Regular Teacher's Contract, as executed by LCSC and Mr. Dunshee on the official form prescribed by the State Superintendent of Public Instruction, for each applicable school year, setting forth the salary and schedule of installment payments for Mr. Dunshee for that school year, except those provisions which are not applicable to persons employed as the Administrator, Lebanon Middle School. It is agreed that the Regular Teacher's Contract for any school year shall be revised from time to time, respecting the amount and manner of salary payments, consistent with the provisions of this Agreement, and that any such amendments shall be evidenced by execution of a revised Regular Teacher's Contract for the appropriate school year.

## ARTICLE XI
## INTERPRETATION & APPLICATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted and applied according to the laws of the State of Indiana.

## ARTICLE XII
## CONTRACT AS A PUBLIC RECORD

The parties understand that this Agreement is a public record under the Indiana Access to Public Records Law, Ind. Code § 5-14-3, and Ind. Code § 20-28-6-2(d), pertaining to teacher contracts generally.

IN WITNESS WHEREOF, LCSC by its Board of School Trustees and Mr. Dunshee have executed this Agreement on the day and year first above written.

BOARD OF SCHOOL TRUSTEES
OF THE LEBANON COMMUNITY
SCHOOL CORPORATION

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MR. DOYLE DUNSHEE

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**ADMINISTRATIVE ADDENDUM TO REGULAR TEACHER'S CONTRACT**

This Addendum to a Regular Teacher's Contract between these parties [jointly the "Agreement"] is made and entered into this 1st day of July, 2023, by and between Lebanon Community School Corporation ("LCSC"), and Mrs. Janet Dye. ("Mrs. Dye").

**Recitals**

A. LCSC desires to obtain the benefit of the knowledge and experience of Mrs. Dye by employing her as an Administrator, Harney Elementary School for LCSC;

B. Mrs. Dye desires to be employed by LCSC as its Administrator, Harney Elementary School.

C. LCSC and Mrs. Dye desire to enter into and to reduce to writing the terms of Mrs. Dye's employment by LCSC, such terms to include, supplement, and modify, where applicable, the Regular Teacher's Contract entered into by LCSC and Mrs. Dye.

NOW THEREFORE, in consideration of the recitals set forth above, and the terms set forth below as mutual promises, it is agreed as follows:

ARTICLE I
EMPLOYMENT AND TERM

Section 1.01. Employment Term.

A. LCSC hereby employs Mrs. Dye as Administrator, Harney Elementary School.

B. LCSC and Mrs. Dye here by agree to be employed as an Administrator, Harney Elementary School. The term of this Agreement shall from July 1, 2023 ("Effective Date"), and shall continue thereafter until June 30, 2025 ("Expiration Date"), or until such earlier time as the Employment Term is terminated, as provided in Section 1.02 of this Agreement (the "Employment Term"). Unless otherwise required by text or context, an Employment Year for purposes of this Agreement shall begin July 1 of a year and end on

June 30 of the following year. During each Employment Year, Mrs. Dye shall have two hundred and twenty-three (223) working days.

Section 1.02. Termination of This Employment Agreement.

A. Early Termination by Mutual Consent. The parties may terminate this Agreement on any date during the Employment Term, if LCSC and Mrs. Dye mutually consent in writing to such termination.

B. Early Termination by the LCSC. LCSC may terminate this Agreement prior to the Expiration Date of the Employment Term, notwithstanding Mrs. Dye's tenure or permanency status at the time, by employing the procedure set forth in Ind. Code § 20-28-8-3, for any reason specified in Ind. Code § 20-28-7-1, in which event Mrs. Dye's tenure status as a teacher, if any, also will be terminated for the same reasons.

C. Termination on Expiration Date by LCSC. LCSC may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-3

D. Termination on Expiration Date by Mrs. Dye. Mrs. Dye may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-7(4).

E. Early Termination upon Mrs. Dye's Death, Total Disability, or Loss of License. This Agreement shall terminate without action of the parties upon the occurrence of the death, total disability (as defined in the LCSC disability insurance policy as applicable to Mrs. Dye) of Mrs. Dye, or the revocation, expiration, or loss of the license required by Section 1.03 of this Agreement.

Section 1.03. Mrs. Dye's License as an Indiana Public School Administrator.

Mrs. Dye shall, at all times during the Employment Term, hold a valid license or certificate evidencing his qualifications to serve as a Public-School Administrator of a public school corporation in Indiana. The license required by this Section shall be the license or certification required by Indiana law and the Division of Professional Standards of the Indiana Department of

Education. Failure to maintain such a license during the Employment Term shall be considered as cause for the termination of this Agreement pursuant to Section 1.02(b) of this Agreement.

## ARTICLE II
## DUTIES, EXTENT OF SERVICE, AND RELATIONSHIP OF THE PARTIES

Section 2.01. Duties.

During the Employment Term, Mrs. Dye shall serve LCSC as the Administrator, Harney Elementary School, and shall have such duties as may be prescribed by law and as are assigned to her by the Superintendent of Schools of the LCSC.

Section 2.02. Participation in Meetings and Organizations.

LCSC expects Mrs. Dye, as a condition of her employment, to continue her professional growth and education through participation in appropriate meetings and activities. LCSC agrees to authorize the reasonable amount of release time, within the limitations of the LCSC budget and appropriations for that purpose, for the purpose of permitting Mrs. Dye to attend meetings and activities of the kind deemed necessary to support her professional development and maintain her current knowledge of curriculum, public education administration, and instructional leadership skills.

## ARTICLE III
## COMPENSATION

Section 3.01. Basic Salary.

As payment for all services which Mrs. Dye renders pursuant to this Agreement, LCSC shall pay her basic salary of One Hundred Sixteen Thousand Dollars ($116,000.00) for each Employment Year of this Agreement ("Basic Salary"). This Basic Salary shall be paid in twenty-six (26) approximately equal installments. This Basic Salary may be increased by the LCSC, but in no event shall this Basic Salary be reduced during the Employment Term.

Increases in Basic Salary, if any, shall be approved by LCSC retroactive to the beginning of the Employment Year for which the increase is applicable, and shall be based upon Mrs. Dye's performance as Administrator, Harney Elementary School and upon demonstrated achievement in LCSC in areas such as, but not limited to, knowledge of curriculum, public education administration, and instructional leadership skills.

Upon approval by the Board of School Trustees of the LCSC, any adjustment in Basic Salary under this Section shall constitute an amendment to this Agreement and becomes a part thereof, but shall not be considered as a new agreement or an extension of the Expiration Date of this Agreement.

Section 3.02. <u>ISTRF Employee Contribution & Reporting to ISTRF</u>.

In addition to the other compensation for her services as Administrator of Harney Elementary School provided to Mrs. Dye by this Agreement, the LCSC shall make both the minimum employer and employee contribution to the Indiana State Teachers' Retirement Fund.

## ARTICLE IV
## BUSINESS EXPENSES

Section 4.01. <u>Business Expenses</u>.

It is understood that from time to time Mrs. Dye will be expected to incur reasonable and necessary expenses on behalf of LCSC, including but not limited to, meals, travel, and similar expenses. LCSC shall reimburse Mrs. Dye for such reasonable and necessary expenses, provided that records of such expenses are submitted to LCSC in a form and manner acceptable to LCSC, provided further that reimbursement is not prohibited by law or regulation and is subject to the LCSC budget and appropriations for that purpose.

Section 4.02. <u>Technology Support</u>.

LCSC will provide appropriate technology hardware and software for Mrs. Dye to support her professional and contractual obligations. This support will include but not be limited to: office desktop, laptop, business software, and technology support services. LCSC shall pay as additional and add to Basic Salary the sum of $900 annually during the term of this Agreement for her use of her private cell phone in the performance of her duties pursuant to this Agreement. This cell phone allowance is to be paid in two installments, the first no later than December 31st, the second payment will be made on or before June 30th.

Section 4.03. Mileage Allowance.

LCSC shall pay Mrs. Dye as additional and add to Basic Salary the sum of Five Hundred Dollars ($500.00) annually during the term of this Agreement for her use of her private automobile in traveling in the performance of her duties pursuant to this Agreement. This automobile allowance is to be paid in two installments, the first no later than December 31st; the second payment will be made on or before June 30th.

Section 4.04. Total Compensation

Mrs. Dye acknowledges and agrees employer-provided coverage under LCSC's health plan is considered affordable and any employee required contribution of Mrs. Dye is no more than 9.83% (as adjusted annually) of Mrs. Dye's household income. In general, the employee required contribution is Mrs. Dye's cost of enrolling in the least expensive coverage offered by LCSC that provides minimum value. The employee required contribution includes all amounts and compensation paid to Mrs. Dye through salary reduction or otherwise, and takes into account the effects of employer arrangements such as health reimbursement arrangements (HRAs), wellness incentives, flex credits, and opt-out payments. Mrs. Dye also acknowledges and agrees her household income does not fall within a range to qualify her for a premium tax credit and she does not meet the additional IRS requirements to be eligible for any premium tax credit while employed by LCSC.

## ARTICLE VI
## EMPLOYEE BENEFITS

Section 6.01. Life Insurance Coverage.

LCSC shall pay the premium to provide Mrs. Dye with Seventy-Five Thousand Dollar ($75,000) in group term life insurance coverage during each year of employment.

Section 6.02. Health, Dental, Vision Insurance Coverage.

Mrs. Dye shall be able to apply to participate in the group Health, Dental and/or Vision insurance options offered by LCSC to other employees for $1.00 per year per coverage. If the administrator elects the Employee Only High Deductible Health Plan (HDHP) option, LCSC will contribute $250 monthly toward a Health Savings Account (HSA). If the administrator elects the Employee/Spouse, Employee/Child(ren), or the Family High Deductible Health Plan (HDHP) option, LCSC will contribute $400 monthly toward a Health Savings Account (HSA).

Section 6.025 Retirement within 5 Years Benefit

Mrs. Dye after she has been employed by LCSC for a minimum of 10 years and has determined she is within five years of retirement from LCSC, may submit a letter stating her decision to retire within five years and then be eligible for the benefit described below. Please note the letter must be submitted no later than June 1 and will become effective with the issuance of Mrs. Dye's next administrative contract during July 1 thru June 30 (i.e. submit by June 1, 2024 in order to be effective July 1, 2024 thru June 30, 2025.

Upon review and approval, LCSC will add to Mrs. Dye's annual salary the employer's portion of the contribution for the annual group medical, health savings account, dental, and vision coverage that Mrs. Dye is enrolled at the time her letter is submitted by the June 1 deadline. This contribution amount will be based upon the premiums in effect at the time of Mrs. Dye's next administrative contract to be issued beginning on July 1. Mrs. Dye will then become responsible for paying 100% of the premium for coverage under the health plan.

This dollar amount added to Mrs. Dye's salary will stay fixed during the remaining 5 years of her contract. Any increase in the premiums will become the obligation of Mrs. Dye and deducted from her paychecks. After retirement, Mrs. Dye will then be responsible for the payment of 100% of the cost and premiums owed for her and any dependent's medical, dental, and vision coverage and any health savings account contribution allowed under IRS rules.

In the event, however, Mrs. Dye or any dependent becomes eligible or attempts to claim the premium tax credit on his/her federal income tax return, she will then reimburse the LCSC any amounts LCSC is required to pay the IRS because Mrs. Dye claimed the premium tax credit or the IRS determines Mrs. Dye's coverage did not meet the affordability rules.

Section 6.03. Long Term Disability

LCSC shall pay the premium to provide Mrs. Dye with group long-term disability insurance during each year of her employment. Premiums will be added to her basic salary and premium deductions will be made on an after-tax basis.

Section 6.04. Professional Development and Conference Attendance.

Mrs. Dye is encouraged to continue to pursue professional development opportunities that are consummate with her contractual obligations and professional performance expectation, subject to approval by the Superintendent of Schools. Reimbursements for expenses and fees will be in accordance with LCSC Administrative Guidelines. Reimbursement will be provided to join and participate in Professional Associations deemed applicable to the position of Administrator, Harney Elementary School.

Section 6.05. Paid Leave Days.

Mrs. Dye shall be entitled to fourteen (14) days of paid miscellaneous leave days for each employment contract. Unused sick leave days may accumulate in accordance with current LCSC administrative compensation policies. Mrs. Dye is entitled to participate in the Catastrophic Illness Bank in accordance with the guidelines put forth by the LCTA-LCSC Master Contract.

Section 6.06. Conversion of Unused Miscellaneous Leave

Each year, LCSC shall convert any unused accumulated miscellaneous leave day's balance as of June 30th of the current contract year over sixty (60) days. The conversion rate will be at

Sixty-five dollars ($65) per day. The converted amount will be deposited into a 403 (b) plan offered by LCSC and in a 403 (b) plan investments as determined by Mrs. Dye. The 403 (b) account will vest after the completion of eight (8) years of service in the LCSC.

Section 6.07. Reimbursement for Graduate Level Course Credit.

Reimbursement for Graduate level course work will be provided on a 50-50 match per administrative guidelines. Reimbursement for a completed graduate degree will be paid in three annual installments beginning with the year immediately following the date of degree completion. If Mrs. Dye terminates her employment with LCSC prior to receiving full reimbursement within the three-year reimbursement schedule, she will voluntarily forfeit all remaining installments.

## ARTICLE VII
## SUPPLEMENTAL RETIREMENT BENEFITS

Section 7.01. VEBA.

The LCSC will establish a VEBA (Voluntary employees' beneficiary association) trust account for the benefit of Mrs. Dye upon completion of 10 years of public education service. The LCSC will contribute annually to this account according to the following formula:

Years of public education service X $100

Not exceed Two Thousand Dollars ($2,000) annually.

This contribution will be made to the account during the month of July upon completion of the previous contractual obligations. Mrs. Dye must complete eight (8) years of service with Lebanon Community School Corporation and must retire and be of a minimum age of fifty-five (55) to access the funds in the VEBA account.

## ARTICLE VIII
## NOTICES

Any notice given pursuant to any provision of this Agreement shall be in writing and placed in the United States first-class mail, certified, return receipt requested, addressed to the appropriate party, at the following addresses:

For LCSC: President, Board of Trustees
Lebanon Community Schools
1810 North Grant Street
Lebanon, Indiana 46052

And

For: Mrs. Janet Dye

Either party may, by giving written notice to the other party, change the address to which notice shall thereafter be sent

## ARTICLE VIII
## PROFESSIONAL LIABILITY

LCSC shall defend, hold harmless and indemnify Mrs. Dye from any and all demands, claims, suits, actions and legal proceedings brought against her in her individual or official capacity as an agent or an employee of LCSC, in connection with any matter arising while she was acting within the scope of her employment, to the fullest extent permitted by Ind. Code § 20-26-5-4(17) and Ind. Code §§ 34-13, or a successor statute.

If Mrs. Dye in good faith considers that a conflict exists in regard to the defense of any such claim between her legal position and the legal position of LCSC or other named parties, concurred with by the general counsel for LCSC in writing, Mrs. Dye shall have the right to employ separate legal counsel, in which case LCSC shall indemnify Mrs. Dye for the costs of her legal defense, to the extent permitted by Ind. Code § 20-26-5-4 (17) or a successor statute.

## ARTICLE IX
## ENTIRE AGREEMENT AND AMENDMENT

This Agreement constitutes the entire agreement between the parties and cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by LCSC and Mrs. Dye. This Agreement replaces and supersedes all prior agreements between the parties.

## ARTICLE X
## REGULAR TEACHER'S CONTRACT

In accordance with Indiana law, LCSC and Mrs. Dye hereby incorporated by reference in this Agreement all the provisions of the Regular Teacher's Contract, as executed by LCSC and Mrs. Dye on the official form prescribed by the State Superintendent of Public Instruction, for each applicable school year, setting forth the salary and schedule of installment payments for Mrs. Dye for that school year, except those provisions which are not applicable to persons employed as the Administrator, Harney Elementary School. It is agreed that the Regular Teacher's Contract for any school year shall be revised from time to time, respecting the amount and manner of salary payments, consistent with the provisions of this Agreement, and that any such amendments shall be evidenced by execution of a revised Regular Teacher's Contract for the appropriate school year.

## ARTICLE XI
## INTERPRETATION & APPLICATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted and applied according to the laws of the State of Indiana.

## ARTICLE XII
## CONTRACT AS A PUBLIC RECORD

The parties understand that this Agreement is a public record under the Indiana Access to Public Records Law, Ind. Code § 5-14-3, and Ind. Code § 20-28-6-2(d), pertaining to teacher contracts generally.

IN WITNESS WHEREOF, LCSC by its Board of School Trustees and Mrs. Dye have executed this Agreement on the day and year first above written.

BOARD OF SCHOOL TRUSTEES
OF THE LEBANON COMMUNITY
SCHOOL CORPORATION

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MRS. JANET DYE

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**ADMINISTRATIVE ADDENDUM TO**
**REGULAR TEACHER'S CONTRACT**

This Addendum to a Regular Teacher's Contract between these parties [jointly the "Agreement"] is made and entered into this 1st day of July, 2023, by and between Lebanon Community School Corporation ("LCSC"), and Mr. William Gee. ("Mr. Gee").

**Recitals**

A. LCSC desires to obtain the benefit of the knowledge and experience of Mr. Gee by employing him as an Administrator, Lebanon High School for LCSC;

B. Mr. Gee desires to be employed by LCSC as its Administrator, Lebanon High School.

C. LCSC and Mr. Gee desire to enter into and to reduce to writing the terms of Mr. Gee's employment by LCSC, such terms to include, supplement, and modify, where applicable, the Regular Teacher's Contract entered into by LCSC and Mr. Gee.

NOW THEREFORE, in consideration of the recitals set forth above, and the terms set forth below as mutual promises, it is agreed as follows:

ARTICLE I
EMPLOYMENT AND TERM

Section 1.01. Employment Term.

A. LCSC hereby employs Mr. Gee as Administrator, Lebanon High School.

B. LCSC and Mr. Gee here by agree to be employed as an Administrator, Lebanon High School. The term of this Agreement shall from July 1, 2023 ("Effective Date"), and shall continue thereafter until June 30, 2025 ("Expiration Date"), or until such earlier time as the Employment Term is terminated, as provided in Section 1.02 of this Agreement (the "Employment Term"). Unless otherwise required by text or context, an Employment Year for purposes of this Agreement shall begin July 1 of a year and end on June 30 of the following year. During each Employment Year, Mr. Gee shall have two hundred and twenty-five (225) working days.

Section 1.02. Termination of This Employment Agreement.

A. Early Termination by Mutual Consent. The parties may terminate this Agreement on any date during the Employment Term, if LCSC and Mr. Gee mutually consent in writing to such termination.

B. Early Termination by the LCSC. LCSC may terminate this Agreement prior to the Expiration Date of the Employment Term, notwithstanding Mr. Gee's tenure or permanency status at the time, by employing the procedure set forth in Ind. Code § 20-28-8-3, for any reason specified in Ind. Code § 20-28-7-1, in which event Mr. Gee's tenure status as a teacher, if any, also will be terminated for the same reasons.

C. Termination on Expiration Date by LCSC. LCSC may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-3

D. Termination on Expiration Date by Mr. Gee. Mr. Gee may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-7(4).

E. Early Termination upon Mr. Gee's Death, Total Disability, or Loss of License. This Agreement shall terminate without action of the parties upon the occurrence of the death, total disability (as defined in the LCSC disability insurance policy as applicable to Mr. Gee) of Mr. Gee, or the revocation, expiration, or loss of the license required by Section 1.03 of this Agreement.

Section 1.03. Mr. Gee's License as an Indiana Public School Administrator.

Mr. Gee shall, at all times during the Employment Term, hold a valid license or certificate evidencing his qualifications to serve as a Public-School Administrator of a public school corporation in Indiana. The license required by this Section shall be the license or certification required by Indiana law and the Division of Professional Standards of the Indiana Department of

Education. Failure to maintain such a license during the Employment Term shall be considered as cause for the termination of this Agreement pursuant to Section 1.02(b) of this Agreement.

## ARTICLE II
## DUTIES, EXTENT OF SERVICE, AND RELATIONSHIP OF THE PARTIES

Section 2.01. Duties.

During the Employment Term, Mr. Gee shall serve LCSC as the Administrator, Lebanon High School, and shall have such duties as may be prescribed by law and as are assigned to him by the Superintendent of Schools of the LCSC.

Section 2.02. Participation in Meetings and Organizations.

LCSC expects Mr. Gee, as a condition of his employment, to continue his professional growth and education through participation in appropriate meetings and activities. LCSC agrees to authorize the reasonable amount of release time, within the limitations of the LCSC budget and appropriations for that purpose, for the purpose of permitting Mr. Gee to attend meetings and activities of the kind deemed necessary to support his professional development and maintain his current knowledge of curriculum, public education administration, and instructional leadership skills.

## ARTICLE III
## COMPENSATION

Section 3.01. Basic Salary.

As payment for all services which Mr. Gee renders pursuant to this Agreement, LCSC shall pay his basic salary of One Hundred Twelve Thousand Five Hundred Dollars ($112,500.00) for each Employment Year of this Agreement ("Basic Salary"). This Basic Salary shall be paid in twenty-six (26) approximately equal installments. This Basic Salary may be increased by the LCSC, but in no event shall this Basic Salary be reduced during the Employment Term.

Increases in Basic Salary, if any, shall be approved by LCSC retroactive to the beginning of the Employment Year for which the increase is applicable, and shall be based upon Mr. Gee's performance as Administrator, Lebanon High School and upon demonstrated achievement in LCSC in areas such as, but not limited to, knowledge of curriculum, public education administration, and instructional leadership skills.

Upon approval by the Board of School Trustees of the LCSC, any adjustment in Basic Salary under this Section shall constitute an amendment to this Agreement and becomes a part thereof, but shall not be considered as a new agreement or an extension of the Expiration Date of this Agreement.

Section 3.02. <u>ISTRF Employee Contribution & Reporting to ISTRF</u>.

In addition to the other compensation for his services as Administrator of Lebanon High School provided to Mr. Gee by this Agreement, the LCSC shall make both the minimum employer and employee contribution to the Indiana State Teachers' Retirement Fund.

## ARTICLE IV
## BUSINESS EXPENSES

Section 4.01. <u>Business Expenses</u>.

It is understood that from time to time Mr. Gee will be expected to incur reasonable and necessary expenses on behalf of LCSC, including but not limited to, meals, travel, and similar expenses. LCSC shall reimburse Mr. Gee for such reasonable and necessary expenses, provided that records of such expenses are submitted to LCSC in a form and manner acceptable to LCSC, provided further that reimbursement is not prohibited by law or regulation and is subject to the LCSC budget and appropriations for that purpose.

Section 4.02. <u>Technology Support</u>.

LCSC will provide appropriate technology hardware and software for Mr. Gee to support his professional and contractual obligations. This support will include but not be limited to: office desktop, laptop, business software, and technology support services. LCSC shall pay as additional and add to Basic Salary the sum of $900 annually during the term of this Agreement for his use of his private cell phone in the performance of his duties pursuant to this Agreement. This cell phone allowance is to be paid in two installments, the first no later than December 31st, the second payment will be made on or before June 30th.

Section 4.03. Mileage Allowance.

LCSC shall pay Mr. Gee as additional and add to Basic Salary the sum of Five Hundred Dollars ($500.00) annually during the term of this Agreement for his use of his private automobile in traveling in the performance of his duties pursuant to this Agreement. This automobile allowance is to be paid in two installments, the first no later than December 31st; the second payment will be made on or before June 30th.

Section 4.04. Total Compensation

Mr. Gee acknowledges and agrees employer-provided coverage under LCSC's health plan is considered affordable and any employee required contribution of Mr. Gee is no more than 9.83% (as adjusted annually) of Mr. Gee's household income. In general, the employee required contribution is Mr. Gee's cost of enrolling in the least expensive coverage offered by LCSC that provides minimum value. The employee required contribution includes all amounts and compensation paid to Mr. Gee through salary reduction or otherwise, and takes into account the effects of employer arrangements such as health reimbursement arrangements (HRAs), wellness incentives, flex credits, and opt-out payments. Mr. Gee also acknowledges and agrees his household income does not fall within a range to qualify him for a premium tax credit and he does not meet the additional IRS requirements to be eligible for any premium tax credit while employed by LCSC.

## ARTICLE VI
## EMPLOYEE BENEFITS

Section 6.01. Life Insurance Coverage.

LCSC shall pay the premium to provide Mr. Gee with Seventy-Five Thousand Dollar ($75,000) in group term life insurance coverage during each year of employment.

Section 6.02. Health, Dental, Vision Insurance Coverage.

Mr. Gee shall be able to apply to participate in the group Health, Dental and/or Vision insurance options offered by LCSC to other employees for $1.00 per year per coverage. If the administrator elects the Employee Only High Deductible Health Plan (HDHP) option, LCSC will contribute $250 monthly toward a Health Savings Account (HSA). If the administrator elects the Employee/Spouse, Employee/Child(ren), or the Family High Deductible Health Plan (HDHP) option, LCSC will contribute $400 monthly toward a Health Savings Account (HSA).

Section 6.025 Retirement within 5 Years Benefit

Mr. Gee after he has been employed by LCSC for a minimum of 10 years and has determined he is within five years of retirement from LCSC, may submit a letter stating his decision to retire within five years and then be eligible for the benefit described below. Please note the letter must be submitted no later than June 1 and will become effective with the issuance of Mr. Gee's next administrative contract during July 1 thru June 30 (i.e. submit by June 1, 2024 in order to be effective July 1, 2024 thru June 30, 2025.

Upon review and approval, LCSC will add to Mr. Gees annual salary the employer's portion of the contribution for the annual group medical, health savings account, dental, and vision coverage that Mr. Gee is enrolled at the time his letter is submitted by the June 1 deadline. This contribution amount will be based upon the premiums in effect at the time of Mr. Gee's next administrative contract to be issued beginning on July 1. Mr. Gee will then become responsible for paying 100% of the premium for coverage under the health plan.

This dollar amount added to Mr. Gee's salary will stay fixed during the remaining 5 years of his contract. Any increase in the premiums will become the obligation of Mr. Gee and deducted from his paychecks. After retirement, Mr. Gee will then be responsible for the payment of 100% of the cost and premiums owed for his and any dependent's medical, dental, and vision coverage and any health savings account contribution allowed under IRS rules.

In the event, however, Mr. Gee or any dependent becomes eligible or attempts to claim the premium tax credit on his/her federal income tax return, he will then reimburse the LCSC any amounts LCSC is required to pay the IRS because Mr. Gee claimed the premium tax credit or the IRS determines Mr. Gee's coverage did not meet the affordability rules.

Section 6.03. Long Term Disability

LCSC shall pay the premium to provide Mr. Gee with group long-term disability insurance during each year of his employment. Premiums will be added to his basic salary and premium deductions will be made on an after-tax basis.

Section 6.04. Professional Development and Conference Attendance.

Mr. Gee is encouraged to continue to pursue professional development opportunities that are consummate with his contractual obligations and professional performance expectation, subject to approval by the Superintendent of Schools. Reimbursements for expenses and fees will be in accordance with LCSC Administrative Guidelines. Reimbursement will be provided to join and participate in Professional Associations deemed applicable to the position of Administrator, Lebanon High School.

Section 6.05. Paid Leave Days.

Mr. Gee shall be entitled to fourteen (14) days of paid miscellaneous leave days for each employment contract. Unused sick leave days may accumulate in accordance with current LCSC administrative compensation policies. Mr. Gee is entitled to participate in the Catastrophic Illness Bank in accordance with the guidelines put forth by the LCTA-LCSC Master Contract.

Section 6.06. Conversion of Unused Miscellaneous Leave

Each year, LCSC shall convert any unused accumulated miscellaneous leave day's balance as of June 30th of the current contract year over sixty (60) days. The conversion rate will be at

Sixty-five dollars ($65) per day. The converted amount will be deposited into a 403 (b) plan offered by LCSC and in a 403 (b) plan investments as determined by Mr. Gee. The 403 (b) account will vest after the completion of eight (8) years of service in the LCSC.

Section 6.07. Reimbursement for Graduate Level Course Credit.

Reimbursement for Graduate level course work will be provided on a 50-50 match per administrative guidelines. Reimbursement for a completed graduate degree will be paid in three annual installments beginning with the year immediately following the date of degree completion. If Mr. Gee terminates his employment with LCSC prior to receiving full reimbursement within the three-year reimbursement schedule, he will voluntarily forfeit all remaining installments.

## ARTICLE VII
## SUPPLEMENTAL RETIREMENT BENEFITS

Section 7.01. VEBA.

The LCSC will establish a VEBA (Voluntary employees' beneficiary association) trust account for the benefit of Mr. Gee upon completion of 10 years of public education service. The LCSC will contribute annually to this account according to the following formula:

Years of public education service X $100

Not exceed Two Thousand Dollars ($2,000) annually.

This contribution will be made to the account during the month of July upon completion of the previous contractual obligations. Mr. Gee must complete eight (8) years of service with Lebanon Community School Corporation and must retire and be of a minimum age of fifty-five (55) to access the funds in the VEBA account.

## ARTICLE VIII
## NOTICES

Any notice given pursuant to any provision of this Agreement shall be in writing and placed in the United States first-class mail, certified, return receipt requested, addressed to the appropriate party, at the following addresses:

For LCSC: President, Board of Trustees
Lebanon Community Schools
1810 North Grant Street
Lebanon, Indiana 46052

And

For: Mr. William Gee

Either party may, by giving written notice to the other party, change the address to which notice shall thereafter be sent

ARTICLE VIII
PROFESSIONAL LIABILITY

LCSC shall defend, hold harmless and indemnify Mr. Gee from any and all demands, claims, suits, actions and legal proceedings brought against him in his individual or official capacity as an agent or an employee of LCSC, in connection with any matter arising while he was acting within the scope of his employment, to the fullest extent permitted by Ind. Code § 20-26-5-4(17) and Ind. Code §§ 34-13, or a successor statute.

If Mr. Gee in good faith considers that a conflict exists in regard to the defense of any such claim between his legal position and the legal position of LCSC or other named parties, concurred with by the general counsel for LCSC in writing, Mr. Gee shall have the right to employ separate legal counsel, in which case LCSC shall indemnify Mr. Gee for the costs of his legal defense, to the extent permitted by Ind. Code § 20-26-5-4 (17) or a successor statute.

## ARTICLE IX
## ENTIRE AGREEMENT AND AMENDMENT

This Agreement constitutes the entire agreement between the parties and cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by LCSC and Mr. Gee. This Agreement replaces and supersedes all prior agreements between the parties.

## ARTICLE X
## REGULAR TEACHER'S CONTRACT

In accordance with Indiana law, LCSC and Mr. Gee hereby incorporated by reference in this Agreement all the provisions of the Regular Teacher's Contract, as executed by LCSC and Mr. Gee on the official form prescribed by the State Superintendent of Public Instruction, for each applicable school year, setting forth the salary and schedule of installment payments for Mr. Gee for that school year, except those provisions which are not applicable to persons employed as the Administrator, Lebanon High School. It is agreed that the Regular Teacher's Contract for any school year shall be revised from time to time, respecting the amount and manner of salary payments, consistent with the provisions of this Agreement, and that any such amendments shall be evidenced by execution of a revised Regular Teacher's Contract for the appropriate school year.

## ARTICLE XI
## INTERPRETATION & APPLICATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted and applied according to the laws of the State of Indiana.

ARTICLE XII
CONTRACT AS A PUBLIC RECORD

The parties understand that this Agreement is a public record under the Indiana Access to Public Records Law, Ind. Code § 5-14-3, and Ind. Code § 20-28-6-2(d), pertaining to teacher contracts generally.

IN WITNESS WHEREOF, LCSC by its Board of School Trustees and Mr. Gee have executed this Agreement on the day and year first above written.

BOARD OF SCHOOL TRUSTEES
OF THE LEBANON COMMUNITY
SCHOOL CORPORATION

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MR. WILLIAM GEE

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**ADMINISTRATIVE ADDENDUM TO**
**REGULAR TEACHER'S CONTRACT**

This Addendum to a Regular Teacher's Contract between these parties [jointly the "Agreement"] is made and entered into this 1st day of July, 2023, by and between Lebanon Community School Corporation ("LCSC"), and Mrs. McKenzie Leckrone. ("Mrs. Leckrone").

**Recitals**

A. LCSC desires to obtain the benefit of the knowledge and experience of Mrs. Leckrone by employing her as an Administrator, Central Elementary School for LCSC;

B. Mrs. Leckrone desires to be employed by LCSC as its Administrator, Central Elementary School.

C. LCSC and Mrs. Leckrone desire to enter into and to reduce to writing the terms of Mrs. Leckrone's employment by LCSC, such terms to include, supplement, and modify, where applicable, the Regular Teacher's Contract entered into by LCSC and Mrs. Leckrone.

NOW THEREFORE, in consideration of the recitals set forth above, and the terms set forth below as mutual promises, it is agreed as follows:

ARTICLE I
EMPLOYMENT AND TERM

Section 1.01. <u>Employment Term</u>.

A. LCSC hereby employs Mrs. Leckrone as Administrator, Central Elementary School.

B. LCSC and Mrs. Leckrone here by agree to be employed as an Administrator, Central Elementary School. The term of this Agreement shall from July 1, 2023 ("Effective Date"), and shall continue thereafter until June 30, 2025 ("Expiration Date"), or until such earlier time as the Employment Term is terminated, as provided in Section 1.02

of this Agreement (the "Employment Term"). Unless otherwise required by text or context, an Employment Year for purposes of this Agreement shall begin July 1 of a year and end on June 30 of the following year. During each Employment Year, Mrs. Leckrone shall have two hundred twenty-three (223) working days.

Section 1.02. Termination of This Employment Agreement.

A. Early Termination by Mutual Consent. The parties may terminate this Agreement on any date during the Employment Term, if LCSC and Mrs. Leckrone mutually consent in writing to such termination.

B. Early Termination by the LCSC. LCSC may terminate this Agreement prior to the Expiration Date of the Employment Term, notwithstanding Mrs. Leckrone's tenure or permanency status at the time, by employing the procedure set forth in Ind. Code § 20-28-8-3, for any reason specified in Ind. Code § 20-28-7-1, in which event Mrs. Leckrone's tenure status as a teacher, if any, also will be terminated for the same reasons.

C. Termination on Expiration Date by LCSC. LCSC may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-3

D. Termination on Expiration Date by Mrs. Leckrone. Mrs. Leckrone may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-7(4).

E. Early Termination upon Mrs. Leckrone's Death, Total Disability, or Loss of License. This Agreement shall terminate without action of the parties upon the occurrence of the death, total disability (as defined in the LCSC disability insurance policy as applicable to Mrs. Leckrone) of Mrs. Leckrone, or the revocation, expiration, or loss of the license required by Section 1.03 of this Agreement.

Section 1.03. Mrs. Leckrone's License as an Indiana Public School Administrator.

Mrs. Leckrone shall, at all times during the Employment Term, hold a valid license or certificate evidencing his qualifications to serve as a Public-School Administrator of a public

school corporation in Indiana. The license required by this Section shall be the license or certification required by Indiana law and the Division of Professional Standards of the Indiana Department of Education. Failure to maintain such a license during the Employment Term shall be considered as cause for the termination of this Agreement pursuant to Section 1.02(b) of this Agreement.

## ARTICLE II
## DUTIES, EXTENT OF SERVICE, AND RELATIONSHIP OF THE PARTIES

Section 2.01. Duties.

During the Employment Term, Mrs. Leckrone shall serve LCSC as the Administrator, Central Elementary School, and shall have such duties as may be prescribed by law and as are assigned to her by the Superintendent of Schools of the LCSC.

Section 2.02. Participation in Meetings and Organizations.

LCSC expects Mrs. Leckrone, as a condition of her employment, to continue her professional growth and education through participation in appropriate meetings and activities. LCSC agrees to authorize the reasonable amount of release time, within the limitations of the LCSC budget and appropriations for that purpose, for the purpose of permitting Mrs. Leckrone to attend meetings and activities of the kind deemed necessary to support her professional development and maintain her current knowledge of curriculum, public education administration, and instructional leadership skills.

## ARTICLE III
## COMPENSATION

Section 3.01. Basic Salary.

As payment for all services which Mrs. Leckrone renders pursuant to this Agreement, LCSC shall pay her basic salary of One Hundred Six Thousand Dollars ($106,000.00) for each Employment Year of this Agreement ("Basic Salary"). This Basic Salary shall be paid in twenty-six (26) approximately equal installments. This Basic Salary may be increased by the LCSC, but in no event shall this Basic Salary be reduced during the Employment Term.

Increases in Basic Salary, if any, shall be approved by LCSC retroactive to the beginning of the Employment Year for which the increase is applicable, and shall be based upon Mrs. Leckrone's performance as Administrator, Central Elementary School and upon demonstrated achievement in LCSC in areas such as, but not limited to, knowledge of curriculum, public education administration, and instructional leadership skills.

Upon approval by the Board of School Trustees of the LCSC, any adjustment in Basic Salary under this Section shall constitute an amendment to this Agreement and becomes a part thereof, but shall not be considered as a new agreement or an extension of the Expiration Date of this Agreement.

Section 3.02. <u>ISTRF Employee Contribution & Reporting to ISTRF</u>.

In addition to the other compensation for her services as Administrator of Central Elementary School provided to Mrs. Leckrone by this Agreement, the LCSC shall make both the minimum employer and employee contribution to the Indiana State Teachers' Retirement Fund.

## ARTICLE IV
## BUSINESS EXPENSES

Section 4.01. <u>Business Expenses</u>.

It is understood that from time to time Mrs. Leckrone will be expected to incur reasonable and necessary expenses on behalf of LCSC, including but not limited to, meals, travel, and similar expenses. LCSC shall reimburse Mrs. Leckrone for such reasonable and necessary expenses, provided that records of such expenses are submitted to LCSC in a form and manner acceptable to LCSC, provided further that reimbursement is not prohibited by law or regulation and is subject to the LCSC budget and appropriations for that purpose.

Section 4.02. <u>Technology Support</u>.

LCSC will provide appropriate technology hardware and software for Mrs. Leckrone to support her professional and contractual obligations. This support will include but not be limited to: office desktop, laptop, business software, and technology support services. LCSC shall pay as additional and add to Basic Salary the sum of $900 annually during the term of this Agreement for her use of her private cell phone in the performance of her duties pursuant to this Agreement. This cell phone allowance is to be paid in two installments, the first no later than December 31st, the second payment will be made on or before June 30th.

Section 4.03. Mileage Allowance.

LCSC shall pay Mrs. Leckrone as additional and add to Basic Salary the sum of Five Hundred Dollars ($500.00) annually during the term of this Agreement for her use of her private automobile in traveling in the performance of her duties pursuant to this Agreement. This automobile allowance is to be paid in two installments, the first no later than December 31st; the second payment will be made on or before June 30th.

Section 4.04. Total Compensation

Mrs. Leckrone acknowledges and agrees employer-provided coverage under LCSC's health plan is considered affordable and any employee required contribution of Mrs. Leckrone is no more than 9.83% (as adjusted annually) of Mrs. Leckrone's household income. In general, the employee required contribution is Mrs. Leckrone's cost of enrolling in the least expensive coverage offered by LCSC that provides minimum value. The employee required contribution includes all amounts and compensation paid to Mrs. Leckrone through salary reduction or otherwise, and takes into account the effects of employer arrangements such as health reimbursement arrangements (HRAs), wellness incentives, flex credits, and opt-out payments. Mrs. Leckrone also acknowledges and agrees her household income does not fall within a range to qualify her for a premium tax credit and she does not meet the additional IRS requirements to be eligible for any premium tax credit while employed by LCSC.

## ARTICLE VI
## EMPLOYEE BENEFITS

Section 6.01. Life Insurance Coverage.

LCSC shall pay the premium to provide Mrs. Leckrone with Seventy-Five Thousand Dollar ($75,000) in group term life insurance coverage during each year of employment.

Section 6.02. Health, Dental, Vision Insurance Coverage.

Mrs. Leckrone shall be able to apply to participate in the group Health, Dental and/or Vision insurance options offered by LCSC to other employees for $1.00 per year per coverage. If the administrator elects the Employee Only High Deductible Health Plan (HDHP) option, LCSC will contribute $250 monthly toward a Health Savings Account (HSA). If the administrator elects the Employee/Spouse, Employee/Child(ren), or the Family High Deductible Health Plan (HDHP) option, LCSC will contribute $400 monthly toward a Health Savings Account (HSA).

Section 6.025 Retirement within 5 Years Benefit

Mrs. Leckrone after she has been employed by LCSC for a minimum of 10 years and has determined she is within five years of retirement from LCSC, may submit a letter stating her decision to retire within five years and then be eligible for the benefit described below. Please note the letter must be submitted no later than June 1 and will become effective with the issuance of Mrs. Leckrone's next administrative contract during July 1 thru June 30 (i.e. submit by June 1, 2024 in order to be effective July 1, 2024 thru June 30, 2025.

Upon review and approval, LCSC will add to Mrs. Leckrone's annual salary the employer's portion of the contribution for the annual group medical, health savings account, dental, and vision coverage that Mrs. Leckrone is enrolled at the time her letter is submitted by the June 1 deadline. This contribution amount will be based upon the premiums in effect at the time of Mrs. Leckrone's next administrative contract to be issued beginning on July 1. Mrs. Leckrone will then become responsible for paying 100% of the premium for coverage under the health plan.

This dollar amount added to Mrs. Leckrone's salary will stay fixed during the remaining 5 years of her contract. Any increase in the premiums will become the obligation of Mrs. Leckrone and deducted from her paychecks. After retirement, Mrs. Leckrone will then be responsible for the payment of 100% of the cost and premiums owed for her and any dependent's medical, dental, and vision coverage and any health savings account contribution allowed under IRS rules.

In the event, however, Mrs. Leckrone or any dependent becomes eligible or attempts to claim the premium tax credit on his/her federal income tax return, she will then reimburse the LCSC any amounts LCSC is required to pay the IRS because Mrs. Leckrone claimed the premium tax credit or the IRS determines Mrs. Leckrone's coverage did not meet the affordability rules.

Section 6.03. Long Term Disability

LCSC shall pay the premium to provide Mrs. Leckrone with group long-term disability insurance during each year of her employment. Premiums will be added to her basic salary and premium deductions will be made on an after-tax basis.

Section 6.04. Professional Development and Conference Attendance.

Mrs. Leckrone is encouraged to continue to pursue professional development opportunities that are consummate with her contractual obligations and professional performance expectation, subject to approval by the Superintendent of Schools. Reimbursements for expenses and fees will be in accordance with LCSC Administrative Guidelines. Reimbursement will be provided to join and participate in Professional Associations deemed applicable to the position of Administrator, Central Elementary School.

Section 6.05. Paid Leave Days.

Mrs. Leckrone shall be entitled to fourteen (14) days of paid miscellaneous leave days for each employment contract. Unused sick leave days may accumulate in accordance with current LCSC administrative compensation policies. Mrs. Leckrone is entitled to participate in the

Catastrophic Illness Bank in accordance with the guidelines put forth by the LCTA-LCSC Master Contract.

Section 6.06. Conversion of Unused Miscellaneous Leave

Each year, LCSC shall convert any unused accumulated miscellaneous leave day's balance as of June 30th of the current contract year over sixty (60) days. The conversion rate will be at Sixty-five dollars ($65) per day. The converted amount will be deposited into a 403 (b) plan offered by LCSC and in a 403 (b) plan investments as determined by Mrs. Leckrone. The 403 (b) account will vest after the completion of eight (8) years of service in the LCSC.

Section 6.07. Reimbursement for Graduate Level Course Credit.

Reimbursement for Graduate level course work will be provided on a 50-50 match per administrative guidelines. Reimbursement for a completed graduate degree will be paid in three annual installments beginning with the year immediately following the date of degree completion. If Mrs. Leckrone terminates her employment with LCSC prior to receiving full reimbursement within the three-year reimbursement schedule, she will voluntarily forfeit all remaining installments.

## ARTICLE VII
## SUPPLEMENTAL RETIREMENT BENEFITS

Section 7.01. VEBA.

The LCSC will establish a VEBA (Voluntary employees' beneficiary association) trust account for the benefit of Mrs. Leckrone upon completion of 10 years of public education service. The LCSC will contribute annually to this account according to the following formula:

Years of public education service X $100

Not exceed Two Thousand Dollars ($2,000) annually.

This contribution will be made to the account during the month of July upon completion of the previous contractual obligations. Mrs. Leckrone must complete eight (8) years of service with

Lebanon Community School Corporation and must retire and be of a minimum age of fifty-five (55) to access the funds in the VEBA account.

## ARTICLE VIII
## NOTICES

Any notice given pursuant to any provision of this Agreement shall be in writing and placed in the United States first-class mail, certified, return receipt requested, addressed to the appropriate party, at the following addresses:

For LCSC: President, Board of Trustees
Lebanon Community Schools
1810 North Grant Street
Lebanon, Indiana 46052

And

For: Mrs. McKenzie Leckrone

Either party may, by giving written notice to the other party, change the address to which notice shall thereafter be sent

## ARTICLE VIII
## PROFESSIONAL LIABILITY

LCSC shall defend, hold harmless and indemnify Mrs. Leckrone from any and all demands, claims, suits, actions and legal proceedings brought against her in her individual or official capacity as an agent or an employee of LCSC, in connection with any matter arising while she was acting within the scope of her employment, to the fullest extent permitted by Ind. Code § 20-26-5-4(17) and Ind. Code §§ 34-13, or a successor statute.

If Mrs. Leckrone in good faith considers that a conflict exists in regard to the defense of any such claim between her legal position and the legal position of LCSC or other named parties, concurred with by the general counsel for LCSC in writing, Mrs. Leckrone shall have the right to employ separate legal counsel, in which case LCSC shall indemnify Mrs. Leckrone for the costs of her legal defense, to the extent permitted by Ind. Code § 20-26-5-4 (17) or a successor statute.

## ARTICLE IX
## ENTIRE AGREEMENT AND AMENDMENT

This Agreement constitutes the entire agreement between the parties and cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by LCSC and Mrs. Leckrone. This Agreement replaces and supersedes all prior agreements between the parties.

## ARTICLE X
## REGULAR TEACHER'S CONTRACT

In accordance with Indiana law, LCSC and Mrs. Leckrone hereby incorporated by reference in this Agreement all the provisions of the Regular Teacher's Contract, as executed by LCSC and Mrs. Leckrone on the official form prescribed by the State Superintendent of Public Instruction, for each applicable school year, setting forth the salary and schedule of installment payments for Mrs. Leckrone for that school year, except those provisions which are not applicable to persons employed as the Administrator, Central Elementary School. It is agreed that the Regular Teacher's Contract for any school year shall be revised from time to time, respecting the amount and manner of salary payments, consistent with the provisions of this Agreement, and that any such amendments shall be evidenced by execution of a revised Regular Teacher's Contract for the appropriate school year.

## ARTICLE XI
## INTERPRETATION & APPLICATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted and applied according to the laws of the State of Indiana.

## ARTICLE XII
## CONTRACT AS A PUBLIC RECORD

The parties understand that this Agreement is a public record under the Indiana Access to Public Records Law, Ind. Code § 5-14-3, and Ind. Code § 20-28-6-2(d), pertaining to teacher contracts generally.

IN WITNESS WHEREOF, LCSC by its Board of School Trustees and Mrs. Leckrone have executed this Agreement on the day and year first above written.

BOARD OF SCHOOL TRUSTEES
OF THE LEBANON COMMUNITY
SCHOOL CORPORATION

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MRS. MCKENZIE LECKRONE

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**ADMINISTRATIVE ADDENDUM TO**
**REGULAR TEACHER'S CONTRACT**

This Addendum to a Regular Teacher's Contract between these parties [jointly the "Agreement"] is made and entered into this 1st day of July, 2023, by and between Lebanon Community School Corporation ("LCSC"), and Mr. Phil Levine. ("Mr. Levine").

**Recitals**

A. LCSC desires to obtain the benefit of the knowledge and experience of Mr. Levine by employing him as an Administrator, Lebanon High School for LCSC;

B. Mr. Levine desires to be employed by LCSC as its Administrator, Lebanon High School.

C. LCSC and Mr. Levine desire to enter into and to reduce to writing the terms of Mr. Levine's employment by LCSC, such terms to include, supplement, and modify, where applicable, the Regular Teacher's Contract entered into by LCSC and Mr. Levine.

NOW THEREFORE, in consideration of the recitals set forth above, and the terms set forth below as mutual promises, it is agreed as follows:

ARTICLE I
EMPLOYMENT AND TERM

Section 1.01. <u>Employment Term</u>.

A. LCSC hereby employs Mr. Levine as Administrator, Lebanon High School.

B. LCSC and Mr. Levine here by agree to be employed as an Administrator, Lebanon High School. The term of this Agreement shall from July 1, 2023 ("Effective Date"), and shall continue thereafter until June 30, 2025 ("Expiration Date"), or until such earlier time as the Employment Term is terminated, as provided in Section 1.02 of this Agreement (the "Employment Term"). Unless otherwise required by text or context, an Employment Year for purposes of this Agreement shall begin July 1 of a year and end on June 30 of the following year. During each Employment Year, Mr. Levine shall have two hundred and twenty-five (225) working days.

Section 1.02. Termination of This Employment Agreement.

A. Early Termination by Mutual Consent. The parties may terminate this Agreement on any date during the Employment Term, if LCSC and Mr. Levine mutually consent in writing to such termination.

B. Early Termination by the LCSC. LCSC may terminate this Agreement prior to the Expiration Date of the Employment Term, notwithstanding Mr. Levine's tenure or permanency status at the time, by employing the procedure set forth in Ind. Code § 20-28-8-3, for any reason specified in Ind. Code § 20-28-7-1, in which event Mr. Levine's tenure status as a teacher, if any, also will be terminated for the same reasons.

C. Termination on Expiration Date by LCSC. LCSC may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-3

D. Termination on Expiration Date by Mr. Levine. Mr. Levine may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-7(4).

E. Early Termination upon Mr. Levine's Death, Total Disability, or Loss of License. This Agreement shall terminate without action of the parties upon the occurrence of the death, total disability (as defined in the LCSC disability insurance policy as applicable to Mr. Levine) of Mr. Levine, or the revocation, expiration, or loss of the license required by Section 1.03 of this Agreement.

Section 1.03. Mr. Levine's License as an Indiana Public School Administrator.

Mr. Levine shall, at all times during the Employment Term, hold a valid license or certificate evidencing his qualifications to serve as a Public-School Administrator of a public school corporation in Indiana. The license required by this Section shall be the license or certification required by Indiana law and the Division of Professional Standards of the Indiana

Department of Education. Failure to maintain such a license during the Employment Term shall be considered as cause for the termination of this Agreement pursuant to Section 1.02(b) of this Agreement.

## ARTICLE II
## DUTIES, EXTENT OF SERVICE, AND RELATIONSHIP OF THE PARTIES

Section 2.01. Duties.

During the Employment Term, Mr. Levine shall serve LCSC as the Administrator, Lebanon High School, and shall have such duties as may be prescribed by law and as are assigned to him by the Superintendent of Schools of the LCSC.

Section 2.02. Participation in Meetings and Organizations.

LCSC expects Mr. Levine, as a condition of his employment, to continue his professional growth and education through participation in appropriate meetings and activities. LCSC agrees to authorize the reasonable amount of release time, within the limitations of the LCSC budget and appropriations for that purpose, for the purpose of permitting Mr. Levine to attend meetings and activities of the kind deemed necessary to support his professional development and maintain his current knowledge of curriculum, public education administration, and instructional leadership skills.

## ARTICLE III
## COMPENSATION

Section 3.01. Basic Salary.

As payment for all services which Mr. Levine renders pursuant to this Agreement, LCSC shall pay his basic salary of One Hundred Twelve Thousand Five Hundred Dollars $112,500.00) for each Employment Year of this Agreement ("Basic Salary"). This Basic Salary shall be paid in twenty-six (26) approximately equal installments. This Basic Salary may be increased by the LCSC, but in no event shall this Basic Salary be reduced during the Employment Term.

Increases in Basic Salary, if any, shall be approved by LCSC retroactive to the beginning of the Employment Year for which the increase is applicable, and shall be based upon Mr. Levine's performance as Administrator, Lebanon High School and upon demonstrated achievement in LCSC in areas such as, but not limited to, knowledge of curriculum, public education administration, and instructional leadership skills.

Upon approval by the Board of School Trustees of the LCSC, any adjustment in Basic Salary under this Section shall constitute an amendment to this Agreement and becomes a part thereof, but shall not be considered as a new agreement or an extension of the Expiration Date of this Agreement.

Section 3.02. <u>ISTRF Employee Contribution & Reporting to ISTRF</u>.

In addition to the other compensation for his services as Administrator of Lebanon High School provided to Mr. Levine by this Agreement, the LCSC shall make both the minimum employer and employee contribution to the Indiana State Teachers' Retirement Fund.

## ARTICLE IV
## BUSINESS EXPENSES

Section 4.01. <u>Business Expenses</u>.

It is understood that from time to time Mr. Levine will be expected to incur reasonable and necessary expenses on behalf of LCSC, including but not limited to, meals, travel, and similar expenses. LCSC shall reimburse Mr. Levine for such reasonable and necessary expenses, provided that records of such expenses are submitted to LCSC in a form and manner acceptable to LCSC, provided further that reimbursement is not prohibited by law or regulation and is subject to the LCSC budget and appropriations for that purpose.

Section 4.02. <u>Technology Support</u>.

LCSC will provide appropriate technology hardware and software for Mr. Levine to support his professional and contractual obligations. This support will include but not be limited

to: office desktop, laptop, business software, and technology support services. LCSC shall pay as additional and add to Basic Salary the sum of $900 annually during the term of this Agreement for his use of his private cell phone in the performance of his duties pursuant to this Agreement. This cell phone allowance is to be paid in two installments, the first no later than December 31st, the second payment will be made on or before June 30th.

Section 4.03. Mileage Allowance.

LCSC shall pay Mr. Levine as additional and add to Basic Salary the sum of Five Hundred Dollars ($500.00) annually during the term of this Agreement for his use of his private automobile in traveling in the performance of his duties pursuant to this Agreement. This automobile allowance is to be paid in two installments, the first no later than December 31st; the second payment will be made on or before June 30th.

Section 4.04. Total Compensation

Mr. Levine acknowledges and agrees employer-provided coverage under LCSC's health plan is considered affordable and any employee required contribution of Mr. Levine is no more than 9.83% (as adjusted annually) of Mr. Levine's household income. In general, the employee required contribution is Mr. Levine's cost of enrolling in the least expensive coverage offered by LCSC that provides minimum value. The employee required contribution includes all amounts and compensation paid to Mr. Levine through salary reduction or otherwise, and takes into account the effects of employer arrangements such as health reimbursement arrangements (HRAs), wellness incentives, flex credits, and opt-out payments. Mr. Levine also acknowledges and agrees his household income does not fall within a range to qualify him for a premium tax credit and he does not meet the additional IRS requirements to be eligible for any premium tax credit while employed by LCSC.

## ARTICLE VI
## EMPLOYEE BENEFITS

Section 6.01. Life Insurance Coverage.

LCSC shall pay the premium to provide Mr. Levine with Seventy-Five Thousand Dollar ($75,000) in group term life insurance coverage during each year of employment.

Section 6.02. Health, Dental, Vision Insurance Coverage.

Mr. Levine shall be able to apply to participate in the group Health, Dental and/or Vision insurance options offered by LCSC to other employees for $1.00 per year per coverage. If the administrator elects the Employee Only High Deductible Health Plan (HDHP) option, LCSC will contribute $250 monthly toward a Health Savings Account (HSA). If the administrator elects the Employee/Spouse, Employee/Child(ren), or the Family High Deductible Health Plan (HDHP) option, LCSC will contribute $400 monthly toward a Health Savings Account (HSA).

Section 6.025 Retirement within 5 Years Benefit

Mr. Levine after he has been employed by LCSC for a minimum of 10 years and has determined he is within five years of retirement from LCSC, may submit a letter stating his decision to retire within five years and then be eligible for the benefit described below. Please note the letter must be submitted no later than June 1 and will become effective with the issuance of Mr. Levine's next administrative contract during July 1 thru June 30 (i.e. submit by June 1, 2024 in order to be effective July 1, 2024 thru June 30, 2025.

Upon review and approval, LCSC will add to Mr. Levine's annual salary the employer's portion of the contribution for the annual group medical, health savings account, dental, and vision coverage that Mr. Levine is enrolled at the time his letter is submitted by the June 1 deadline. This contribution amount will be based upon the premiums in effect at the time of Mr. Levine's next administrative contract to be issued beginning on July 1. Mr. Levine will then become responsible for paying 100% of the premium for coverage under the health plan.

This dollar amount added to Mr. Levine's salary will stay fixed during the remaining 5 years of his contract. Any increase in the premiums will become the obligation of Mr. Levine and deducted from his paychecks. After retirement, Mr. Levine will then be responsible for the payment of 100% of the cost and premiums owed for his and any dependent's medical, dental, and vision coverage and any health savings account contribution allowed under IRS rules.

In the event, however, Mr. Levine or any dependent becomes eligible or attempts to claim the premium tax credit on his/her federal income tax return, he will then reimburse the LCSC any amounts LCSC is required to pay the IRS because Mr. Levine claimed the premium tax credit or the IRS determines Mr. Levine's coverage did not meet the affordability rules.

Section 6.03. Long Term Disability

LCSC shall pay the premium to provide Mr. Levine with group long-term disability insurance during each year of his employment. Premiums will be added to his basic salary and premium deductions will be made on an after-tax basis.

Section 6.04. Professional Development and Conference Attendance.

Mr. Levine is encouraged to continue to pursue professional development opportunities that are consummate with his contractual obligations and professional performance expectation, subject to approval by the Superintendent of Schools. Reimbursements for expenses and fees will be in accordance with LCSC Administrative Guidelines. Reimbursement will be provided to join and participate in Professional Associations deemed applicable to the position of Administrator, Lebanon High School.

Section 6.05. Paid Leave Days.

Mr. Levine shall be entitled to fourteen (14) days of paid miscellaneous leave days for each employment contract. Unused sick leave days may accumulate in accordance with current LCSC administrative compensation policies. Mr. Levine is entitled to participate in the Catastrophic Illness Bank in accordance with the guidelines put forth by the LCTA-LCSC Master Contract.

Section 6.06. Conversion of Unused Miscellaneous Leave

Each year, LCSC shall convert any unused accumulated miscellaneous leave day's balance as of June 30th of the current contract year over sixty (60) days. The conversion rate will be at Sixty-five dollars ($65) per day. The converted amount will be deposited into a 403 (b) plan offered by LCSC and in a 403 (b) plan investments as determined by Mr. Levine. The 403 (b) account will vest after the completion of eight (8) years of service in the LCSC.

Section 6.07. Reimbursement for Graduate Level Course Credit.

Reimbursement for Graduate level course work will be provided on a 50-50 match per administrative guidelines. Reimbursement for a completed graduate degree will be paid in three annual installments beginning with the year immediately following the date of degree completion. If Mr. Levine terminates his employment with LCSC prior to receiving full reimbursement within the three-year reimbursement schedule, he will voluntarily forfeit all remaining installments.

## ARTICLE VII
## SUPPLEMENTAL RETIREMENT BENEFITS

Section 7.01. VEBA.

The LCSC will establish a VEBA (Voluntary employees' beneficiary association) trust account for the benefit of Mr. Levine upon completion of 10 years of public education service. The LCSC will contribute annually to this account according to the following formula:

Years of public education service X $100

Not exceed Two Thousand Dollars ($2,000) annually.

This contribution will be made to the account during the month of July upon completion of the previous contractual obligations. Mr. Levine must complete eight (8) years of service with Lebanon Community School Corporation and must retire and be of a minimum age of fifty-five (55) to access the funds in the VEBA account.

ARTICLE VIII
NOTICES

Any notice given pursuant to any provision of this Agreement shall be in writing and placed in the United States first-class mail, certified, return receipt requested, addressed to the appropriate party, at the following addresses:

For LCSC: President, Board of Trustees
Lebanon Community Schools
1810 North Grant Street
Lebanon, Indiana 46052

And

For: Mr. Phil Levine

Either party may, by giving written notice to the other party, change the address to which notice shall thereafter be sent

ARTICLE VIII
PROFESSIONAL LIABILITY

LCSC shall defend, hold harmless and indemnify Mr. Levine from any and all demands, claims, suits, actions and legal proceedings brought against him in his individual or official capacity as an agent or an employee of LCSC, in connection with any matter arising while he was acting within the scope of his employment, to the fullest extent permitted by Ind. Code § 20-26-5-4(17) and Ind. Code §§ 34-13, or a successor statute.

If Mr. Levine in good faith considers that a conflict exists in regard to the defense of any such claim between his legal position and the legal position of LCSC or other named parties, concurred with by the general counsel for LCSC in writing, Mr. Levine shall have the right to employ separate legal counsel, in which case LCSC shall indemnify Mr. Levine for the costs of his legal defense, to the extent permitted by Ind. Code § 20-26-5-4 (17) or a successor statute.

## ARTICLE IX
## ENTIRE AGREEMENT AND AMENDMENT

This Agreement constitutes the entire agreement between the parties and cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by LCSC and Mr. Levine. This Agreement replaces and supersedes all prior agreements between the parties.

## ARTICLE X
## REGULAR TEACHER'S CONTRACT

In accordance with Indiana law, LCSC and Mr. Levine hereby incorporated by reference in this Agreement all the provisions of the Regular Teacher's Contract, as executed by LCSC and Mr. Levine on the official form prescribed by the State Superintendent of Public Instruction, for each applicable school year, setting forth the salary and schedule of installment payments for Mr. Levine for that school year, except those provisions which are not applicable to persons employed as the Administrator, Lebanon High School. It is agreed that the Regular Teacher's Contract for any school year shall be revised from time to time, respecting the amount and manner of salary payments, consistent with the provisions of this Agreement, and that any such amendments shall be evidenced by execution of a revised Regular Teacher's Contract for the appropriate school year.

## ARTICLE XI
## INTERPRETATION & APPLICATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted and applied according to the laws of the State of Indiana.

ARTICLE XII
CONTRACT AS A PUBLIC RECORD

The parties understand that this Agreement is a public record under the Indiana Access to Public Records Law, Ind. Code § 5-14-3, and Ind. Code § 20-28-6-2(d), pertaining to teacher contracts generally.

IN WITNESS WHEREOF, LCSC by its Board of School Trustees and Mr. Levine have executed this Agreement on the day and year first above written.

| BOARD OF SCHOOL TRUSTEES OF THE LEBANON COMMUNITY SCHOOL CORPORATION | MR. PHIL LEVINE |
|---|---|
| __________________________ | __________________________ |
| __________________________ | |
| __________________________ | |
| __________________________ | |
| __________________________ | |

**ADMINISTRATIVE ADDENDUM TO**
**REGULAR TEACHER'S CONTRACT**

This Addendum to a Regular Teacher's Contract between these parties [jointly the "Agreement"] is made and entered into this 1st day of July, 2023, by and between Lebanon Community School Corporation ("LCSC"), and Mr. James McCune. ("Mr. McCune").

**Recitals**

A. LCSC desires to obtain the benefit of the knowledge and experience of Mr. McCune by employing him as an Administrator, Lebanon Middle School for LCSC;

B. Mr. McCune desires to be employed by LCSC as its Administrator, Lebanon Middle School.

C. LCSC and Mr. McCune desire to enter into and to reduce to writing the terms of Mr. McCune's employment by LCSC, such terms to include, supplement, and modify, where applicable, the Regular Teacher's Contract entered into by LCSC and Mr. McCune.

NOW THEREFORE, in consideration of the recitals set forth above, and the terms set forth below as mutual promises, it is agreed as follows:

ARTICLE I
EMPLOYMENT AND TERM

Section 1.01. Employment Term.

A. LCSC hereby employs Mr. McCune as Administrator, Lebanon Middle School.

B. LCSC and Mr. McCune here by agree to be employed as an Administrator, Lebanon Middle School. The term of this Agreement shall from July 1, 2023 ("Effective Date"), and shall continue thereafter until June 30, 2025("Expiration Date"), or until such earlier time as the Employment Term is terminated, as provided in Section 1.02 of this Agreement (the "Employment Term"). Unless otherwise required by text or context, an

Employment Year for purposes of this Agreement shall begin July 1 of a year and end on June 30 of the following year. During each Employment Year, Mr. McCune shall have two hundred and eighteen (218) working days.

Section 1.02. Termination of This Employment Agreement.

A. Early Termination by Mutual Consent. The parties may terminate this Agreement on any date during the Employment Term, if LCSC and Mr. McCune mutually consent in writing to such termination.

B. Early Termination by the LCSC. LCSC may terminate this Agreement prior to the Expiration Date of the Employment Term, notwithstanding Mr. McCune's tenure or permanency status at the time, by employing the procedure set forth in Ind. Code § 20-28-8-3, for any reason specified in Ind. Code § 20-28-7-1, in which event Mr. McCune's tenure status as a teacher, if any, also will be terminated for the same reasons.

C. Termination on Expiration Date by LCSC. LCSC may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-3

D. Termination on Expiration Date by Mr. McCune. Mr. McCune may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-7(4).

E. Early Termination upon Mr. McCune's Death, Total Disability, or Loss of License. This Agreement shall terminate without action of the parties upon the occurrence of the death, total disability (as defined in the LCSC disability insurance policy as applicable to Mr. McCune) of Mr. McCune, or the revocation, expiration, or loss of the license required by Section 1.03 of this Agreement.

Section 1.03. Mr. McCune's License as an Indiana Public School Administrator.

Mr. McCune shall, at all times during the Employment Term, hold a valid license or certificate evidencing his qualifications to serve as a Public-School Administrator of a public school corporation in Indiana. The license required by this Section shall be the license or

certification required by Indiana law and the Division of Professional Standards of the Indiana Department of Education. Failure to maintain such a license during the Employment Term shall be considered as cause for the termination of this Agreement pursuant to Section 1.02(b) of this Agreement.

## ARTICLE II
## DUTIES, EXTENT OF SERVICE, AND RELATIONSHIP OF THE PARTIES

Section 2.01. Duties.

During the Employment Term, Mr. McCune shall serve LCSC as the Administrator, Lebanon Middle School, and shall have such duties as may be prescribed by law and as are assigned to him by the Superintendent of Schools of the LCSC.

Section 2.02. Participation in Meetings and Organizations.

LCSC expects Mr. McCune, as a condition of his employment, to continue his professional growth and education through participation in appropriate meetings and activities. LCSC agrees to authorize the reasonable amount of release time, within the limitations of the LCSC budget and appropriations for that purpose, for the purpose of permitting Mr. McCune to attend meetings and activities of the kind deemed necessary to support his professional development and maintain his current knowledge of curriculum, public education administration, and instructional leadership skills.

## ARTICLE III
## COMPENSATION

Section 3.01. Basic Salary.

As payment for all services which Mr. McCune renders pursuant to this Agreement, LCSC shall pay his basic salary of Ninety-Seven Thousand Five Hundred Dollars ($97,500.00) for each Employment Year of this Agreement ("Basic Salary"). This Basic Salary shall be paid in twenty-six (26) approximately equal installments. This Basic Salary may be increased by the LCSC, but in no event shall this Basic Salary be reduced during the Employment Term.

Increases in Basic Salary, if any, shall be approved by LCSC retroactive to the beginning of the Employment Year for which the increase is applicable, and shall be based upon Mr. McCune's performance as Administrator, Lebanon Middle School and upon demonstrated achievement in LCSC in areas such as, but not limited to, knowledge of curriculum, public education administration, and instructional leadership skills.

Upon approval by the Board of School Trustees of the LCSC, any adjustment in Basic Salary under this Section shall constitute an amendment to this Agreement and becomes a part thereof, but shall not be considered as a new agreement or an extension of the Expiration Date of this Agreement.

Section 3.02. ISTRF Employee Contribution & Reporting to ISTRF.

In addition to the other compensation for his services as Administrator of Lebanon Middle School provided to Mr. McCune by this Agreement, the LCSC shall make both the minimum employer and employee contribution to the Indiana State Teachers' Retirement Fund.

## ARTICLE IV
## BUSINESS EXPENSES

Section 4.01. Business Expenses.

It is understood that from time to time Mr. McCune will be expected to incur reasonable and necessary expenses on behalf of LCSC, including but not limited to, meals, travel, and similar expenses. LCSC shall reimburse Mr. McCune for such reasonable and necessary expenses, provided that records of such expenses are submitted to LCSC in a form and manner acceptable to LCSC, provided further that reimbursement is not prohibited by law or regulation and is subject to the LCSC budget and appropriations for that purpose.

Section 4.02. Technology Support.

LCSC will provide appropriate technology hardware and software for Mr. McCune to support his professional and contractual obligations. This support will include but not be limited

to: office desktop, laptop, business software, and technology support services. LCSC shall pay as additional and add to Basic Salary the sum of $900 annually during the term of this Agreement for his use of his private cell phone in the performance of his duties pursuant to this Agreement. This cell phone allowance is to be paid in two installments, the first no later than December 31st, the second payment will be made on or before June 30th.

Section 4.03. Mileage Allowance.

LCSC shall pay Mr. McCune as additional and add to Basic Salary the sum of Five Hundred Dollars ($500.00) annually during the term of this Agreement for his use of his private automobile in traveling in the performance of his duties pursuant to this Agreement. This automobile allowance is to be paid in two installments, the first no later than December 31st; the second payment will be made on or before June 30th.

Section 4.04. Total Compensation

Mr. McCune acknowledges and agrees employer-provided coverage under LCSC's health plan is considered affordable and any employee required contribution of Mr. McCune is no more than 9.83% (as adjusted annually) of Mr. McCune's household income. In general, the employee required contribution is Mr. McCune's cost of enrolling in the least expensive coverage offered by LCSC that provides minimum value. The employee required contribution includes all amounts and compensation paid to Mr. McCune through salary reduction or otherwise, and takes into account the effects of employer arrangements such as health reimbursement arrangements (HRAs), wellness incentives, flex credits, and opt-out payments. Mr. McCune also acknowledges and agrees his household income does not fall within a range to qualify him for a premium tax credit and he does not meet the additional IRS requirements to be eligible for any premium tax credit while employed by LCSC.

## ARTICLE VI
## EMPLOYEE BENEFITS

Section 6.01. Life Insurance Coverage.

LCSC shall pay the premium to provide Mr. McCune with Seventy-Five Thousand Dollar ($75,000) in group term life insurance coverage during each year of employment.

Section 6.02. Health, Dental, Vision Insurance Coverage.

Mr. McCune shall be able to apply to participate in the group Health, Dental and/or Vision insurance options offered by LCSC to other employees for $1.00 per year per coverage. If the administrator elects the Employee Only High Deductible Health Plan (HDHP) option, LCSC will contribute $250 monthly toward a Health Savings Account (HSA). If the administrator elects the Employee/Spouse, Employee/Child(ren), or the Family High Deductible Health Plan (HDHP) option, LCSC will contribute $400 monthly toward a Health Savings Account (HSA).

Section 6.025 Retirement within 5 Years Benefit

Mr. McCune after he has been employed by LCSC for a minimum of 10 years and has determined he is within five years of retirement from LCSC, may submit a letter stating his decision to retire within five years and then be eligible for the benefit described below. Please note the letter must be submitted no later than June 1 and will become effective with the issuance of Mr. McCune's next administrative contract during July 1 thru June 30 (i.e. submit by June 1, 2024 in order to be effective July 1, 2024 thru June 30, 2025.

Upon review and approval, LCSC will add to Mr. McCune's annual salary the employer's portion of the contribution for the annual group medical, health savings account, dental, and vision coverage that Mr. McCune is enrolled at the time his letter is submitted by the June 1 deadline. This contribution amount will be based upon the premiums in effect at the time of Mr. McCune's next administrative contract to be issued beginning on July 1. Mr. McCune will then become responsible for paying 100% of the premium for coverage under the health plan.

This dollar amount added to Mr. McCune's salary will stay fixed during the remaining 5 years of his contract. Any increase in the premiums will become the obligation of Mr. McCune and deducted from his paychecks. After retirement, Mr. McCune will then be responsible for the payment of 100% of the cost and premiums owed for his and any dependent's medical, dental, and vision coverage and any health savings account contribution allowed under IRS rules.

In the event, however, Mr. McCune or any dependent becomes eligible or attempts to claim the premium tax credit on his/her federal income tax return, he will then reimburse the LCSC any amounts LCSC is required to pay the IRS because Mr. McCune claimed the premium tax credit or the IRS determines Mr. McCune's coverage did not meet the affordability rules.

Section 6.03. Long Term Disability

LCSC shall pay the premium to provide Mr. McCune with group long-term disability insurance during each year of his employment. Premiums will be added to his basic salary and premium deductions will be made on an after-tax basis.

Section 6.04. Professional Development and Conference Attendance.

Mr. McCune is encouraged to continue to pursue professional development opportunities that are consummate with his contractual obligations and professional performance expectation, subject to approval by the Superintendent of Schools. Reimbursements for expenses and fees will be in accordance with LCSC Administrative Guidelines. Reimbursement will be provided to join and participate in Professional Associations deemed applicable to the position of Administrator, Lebanon Middle School.

Section 6.05. Paid Leave Days.

Mr. McCune shall be entitled to fourteen (14) days of paid miscellaneous leave days for each employment contract. Unused sick leave days may accumulate in accordance with current LCSC administrative compensation policies. Mr. McCune is entitled to participate in the Catastrophic Illness Bank in accordance with the guidelines put forth by the LCTA-LCSC Master Contract.

Section 6.06. Conversion of Unused Miscellaneous Leave

Each year, LCSC shall convert any unused accumulated miscellaneous leave day's balance as of June 30th of the current contract year over sixty (60) days. The conversion rate will be at Sixty-five dollars ($65) per day. The converted amount will be deposited into a 403 (b) plan offered by LCSC and in a 403 (b) plan investments as determined by Mr. McCune. The 403 (b) account will vest after the completion of eight (8) years of service in the LCSC.

Section 6.07. Reimbursement for Graduate Level Course Credit.

Reimbursement for Graduate level course work will be provided on a 50-50 match per administrative guidelines. Reimbursement for a completed graduate degree will be paid in three annual installments beginning with the year immediately following the date of degree completion. If Mr. McCune terminates his employment with LCSC prior to receiving full reimbursement within the three-year reimbursement schedule, he will voluntarily forfeit all remaining installments.

## ARTICLE VII
## SUPPLEMENTAL RETIREMENT BENEFITS

Section 7.01. VEBA.

The LCSC will establish a VEBA (Voluntary employees' beneficiary association) trust account for the benefit of Mr. McCune upon completion of 10 years of public education service. The LCSC will contribute annually to this account according to the following formula:

Years of public education service X $100

Not exceed Two Thousand Dollars ($2,000) annually.

This contribution will be made to the account during the month of July upon completion of the previous contractual obligations. Mr. McCune must complete eight (8) years of service with Lebanon Community School Corporation and must retire and be of a minimum age of fifty-five (55) to access the funds in the VEBA account.

## ARTICLE VIII
## NOTICES

Any notice given pursuant to any provision of this Agreement shall be in writing and placed in the United States first-class mail, certified, return receipt requested, addressed to the appropriate party, at the following addresses:

For LCSC: President, Board of Trustees
Lebanon Community Schools
1810 North Grant Street
Lebanon, Indiana 46052

And

For: Mr. James McCune

Either party may, by giving written notice to the other party, change the address to which notice shall thereafter be sent

## ARTICLE VIII
## PROFESSIONAL LIABILITY

LCSC shall defend, hold harmless and indemnify Mr. McCune from any and all demands, claims, suits, actions and legal proceedings brought against him in his individual or official capacity as an agent or an employee of LCSC, in connection with any matter arising while he was acting within the scope of his employment, to the fullest extent permitted by Ind. Code § 20-26-5-4(17) and Ind. Code §§ 34-13, or a successor statute.

If Mr. McCune in good faith considers that a conflict exists in regard to the defense of any such claim between his legal position and the legal position of LCSC or other named parties, concurred with by the general counsel for LCSC in writing, Mr. McCune shall have the right to employ separate legal counsel, in which case LCSC shall indemnify Mr. McCune for the costs of his legal defense, to the extent permitted by Ind. Code § 20-26-5-4 (17) or a successor statute.

ARTICLE IX
ENTIRE AGREEMENT AND AMENDMENT

This Agreement constitutes the entire agreement between the parties and cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by LCSC and Mr. McCune. This Agreement replaces and supersedes all prior agreements between the parties.

ARTICLE X
REGULAR TEACHER'S CONTRACT

In accordance with Indiana law, LCSC and Mr. McCune hereby incorporated by reference in this Agreement all the provisions of the Regular Teacher's Contract, as executed by LCSC and Mr. McCune on the official form prescribed by the State Superintendent of Public Instruction, for each applicable school year, setting forth the salary and schedule of installment payments for Mr. McCune for that school year, except those provisions which are not applicable to persons employed as the Administrator, Lebanon Middle School. It is agreed that the Regular Teacher's Contract for any school year shall be revised from time to time, respecting the amount and manner of salary payments, consistent with the provisions of this Agreement, and that any such amendments shall be evidenced by execution of a revised Regular Teacher's Contract for the appropriate school year.

ARTICLE XI
INTERPRETATION & APPLICATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted and applied according to the laws of the State of Indiana.

ARTICLE XII
CONTRACT AS A PUBLIC RECORD

The parties understand that this Agreement is a public record under the Indiana Access to Public Records Law, Ind. Code § 5-14-3, and Ind. Code § 20-28-6-2(d), pertaining to teacher contracts generally.

IN WITNESS WHEREOF, LCSC by its Board of School Trustees and Mr. McCune have executed this Agreement on the day and year first above written.

| | |
|---|---|
| BOARD OF SCHOOL TRUSTEES<br>OF THE LEBANON COMMUNITY<br>SCHOOL CORPORATION | MR. JAMES MCCUNE |
| ____________________________ | ____________________________ |
| ____________________________ | |
| ____________________________ | |
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**ADMINISTRATIVE ADDENDUM TO
REGULAR TEACHER'S CONTRACT**

This Addendum to a Regular Teacher's Contract between these parties [jointly the "Agreement"] is made and entered into this 1st day of July, 2023, by and between Lebanon Community School Corporation ("LCSC"), and Mr. Frank Meyer. ("Mr. Meyer").

**Recitals**

A. LCSC desires to obtain the benefit of the knowledge and experience of Mr. Meyer by employing him as an Administrator, Lebanon High School for LCSC;

B. Mr. Meyer desires to be employed by LCSC as its Administrator, Lebanon High School.

C. LCSC and Mr. Meyer desire to enter into and to reduce to writing the terms of Mr. Meyer's employment by LCSC, such terms to include, supplement, and modify, where applicable, the Regular Teacher's Contract entered into by LCSC and Mr. Meyer.

NOW THEREFORE, in consideration of the recitals set forth above, and the terms set forth below as mutual promises, it is agreed as follows:

ARTICLE I
EMPLOYMENT AND TERM

Section 1.01. Employment Term.

A. LCSC hereby employs Mr. Meyer as Administrator, Lebanon High School.

B. LCSC and Mr. Meyer here by agree to be employed as an Administrator, Lebanon High School. The term of this Agreement shall from July 1, 2023 ("Effective Date"), and shall continue thereafter until June 30, 2025 ("Expiration Date"), or until such earlier time as the Employment Term is terminated, as provided in Section 1.02 of this Agreement (the

"Employment Term"). Unless otherwise required by text or context, an Employment Year for purposes of this Agreement shall begin July 1 of a year and end on June 30 of the following year. During each Employment Year, Mr. Meyer shall have two hundred and sixty (260) working days.

Section 1.02. Termination of This Employment Agreement.

A. Early Termination by Mutual Consent. The parties may terminate this Agreement on any date during the Employment Term, if LCSC and Mr. Meyer mutually consent in writing to such termination.

B. Early Termination by the LCSC. LCSC may terminate this Agreement prior to the Expiration Date of the Employment Term, notwithstanding Mr. Meyer's tenure or permanency status at the time, by employing the procedure set forth in Ind. Code § 20-28-8-3, for any reason specified in Ind. Code § 20-28-7-1, in which event Mr. Meyer's tenure status as a teacher, if any, also will be terminated for the same reasons.

C. Termination on Expiration Date by LCSC. LCSC may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-3

D. Termination on Expiration Date by Mr. Meyer. Mr. Meyer may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-7(4).

E. Early Termination upon Mr. Meyer's Death, Total Disability, or Loss of License. This Agreement shall terminate without action of the parties upon the occurrence of the death, total disability (as defined in the LCSC disability insurance policy as applicable to Mr. Meyer) of Mr. Meyer, or the revocation, expiration, or loss of the license required by Section 1.03 of this Agreement.

Section 1.03. Mr. Meyer's License as an Indiana Public School Administrator.

Mr. Meyer shall, at all times during the Employment Term, hold a valid license or certificate evidencing his qualifications to serve as a Public-School Administrator of a public school corporation in Indiana. The license required by this Section shall be the license or certification required by Indiana law and the Division of Professional Standards of the Indiana Department of Education. Failure to maintain such a license during the Employment Term shall be considered as cause for the termination of this Agreement pursuant to Section 1.02(b) of this Agreement.

## ARTICLE II
## DUTIES, EXTENT OF SERVICE, AND RELATIONSHIP OF THE PARTIES

Section 2.01. Duties.

During the Employment Term, Mr. Meyer shall serve LCSC as the Administrator, Lebanon High School, and shall have such duties as may be prescribed by law and as are assigned to him by the Superintendent of Schools of the LCSC.

Section 2.02. Participation in Meetings and Organizations.

LCSC expects Mr. Meyer, as a condition of his employment, to continue his professional growth and education through participation in appropriate meetings and activities. LCSC agrees to authorize the reasonable amount of release time, within the limitations of the LCSC budget and appropriations for that purpose, for the purpose of permitting Mr. Meyer to attend meetings and activities of the kind deemed necessary to support his professional development and maintain his current knowledge of curriculum, public education administration, and instructional leadership skills.

## ARTICLE III
## COMPENSATION

Section 3.01. Basic Salary.

As payment for all services which Mr. Meyer renders pursuant to this Agreement, LCSC shall pay his basic salary of One Hundred Thirty Thousand and Zero cents ($130,000) for each Employment Year of this Agreement ("Basic Salary"). This Basic Salary shall be paid in twenty-six (26) approximately equal installments. This Basic Salary may be increased by the LCSC, but in no event shall this Basic Salary be reduced during the Employment Term.

Increases in Basic Salary, if any, shall be approved by LCSC retroactive to the beginning of the Employment Year for which the increase is applicable, and shall be based upon Mr. Meyer's performance as Administrator, Lebanon High School and upon demonstrated achievement in LCSC in areas such as, but not limited to, knowledge of curriculum, public education administration, and instructional leadership skills.

Upon approval by the Board of School Trustees of the LCSC, any adjustment in Basic Salary under this Section shall constitute an amendment to this Agreement and becomes a part thereof, but shall not be considered as a new agreement or an extension of the Expiration Date of this Agreement.

Section 3.02. ISTRF Employee Contribution & Reporting to ISTRF.

In addition to the other compensation for his services as Administrator of Lebanon High School provided to Mr. Meyer by this Agreement, the LCSC shall make both the minimum employer and employee contribution to the Indiana State Teachers' Retirement Fund.

## ARTICLE IV
## BUSINESS EXPENSES

Section 4.01. Business Expenses.

It is understood that from time to time Mr. Meyer will be expected to incur reasonable and necessary expenses on behalf of LCSC, including but not limited to, meals, travel, and similar expenses. LCSC shall reimburse Mr. Meyer for such reasonable and necessary expenses, provided that records of such expenses are submitted to LCSC in a form and manner acceptable to LCSC, provided further that reimbursement is not prohibited by law or regulation and is subject to the LCSC budget and appropriations for that purpose.

Section 4.02. Technology Support.

LCSC will provide appropriate technology hardware and software for Mr. Meyer to support his professional and contractual obligations. This support will include but not be limited to: office desktop, laptop, business software, and technology support services. LCSC shall pay as additional and add to Basic Salary the sum of $900 annually during the term of this Agreement for his use of his private cell phone in the performance of his duties pursuant to this Agreement. This cell phone allowance is to be paid in two installments, the first no later than December 31st, the second payment will be made on or before June 30th.

Section 4.03. Mileage Allowance.

LCSC shall pay Mr. Meyer as additional and add to Basic Salary the sum of Five Hundred Dollars ($500.00) annually during the term of this Agreement for his use of his private automobile in traveling in the performance of his duties pursuant to this Agreement. This automobile allowance is to be paid in two installments, the first no later than December 31st; the second payment will be made on or before June 30th.

Section 4.04. Total Compensation

Mr. Meyer acknowledges and agrees employer-provided coverage under LCSC's health plan is considered affordable and any employee required contribution of Mr. Meyer is no more than 9.83% (as adjusted annually) of Mr. Meyer's household income. In general, the employee required contribution is Mr. Meyer's cost of enrolling in the least expensive coverage offered by LCSC that provides minimum value. The employee required contribution includes all amounts and compensation paid to Mr. Meyer through salary reduction or otherwise, and takes into account the effects of employer arrangements such as health reimbursement arrangements (HRAs), wellness incentives, flex credits, and opt-out payments. Mr. Meyer also acknowledges and agrees his household income does not fall within a range to qualify him for a premium tax credit and he does not meet the additional IRS requirements to be eligible for any premium tax credit while employed by LCSC.

## ARTICLE VI
## EMPLOYEE BENEFITS

Section 6.01. Life Insurance Coverage.

LCSC shall pay the premium to provide Mr. Meyer with Seventy-Five Thousand Dollar ($75,000) in group term life insurance coverage during each year of employment.

Section 6.02. Health, Dental, Vision Insurance Coverage.

Mr. Meyer shall be able to apply to participate in the group Health, Dental and/or Vision insurance options offered by LCSC to other employees for $1.00 per year per coverage. If the administrator elects the Employee Only High Deductible Health Plan (HDHP) option, LCSC will contribute $250 monthly toward a Health Savings Account (HSA). If the administrator elects the Employee/Spouse, Employee/Child(ren), or the Family High Deductible Health Plan (HDHP) option, LCSC will contribute $400 monthly toward a Health Savings Account (HSA).

Section 6.025 Retirement within 5 Years Benefit

Mr. Meyer after he has been employed by LCSC for a minimum of 10 years and has determined he is within five years of retirement from LCSC, may submit a letter stating his decision to retire within five years and then be eligible for the benefit described below. Please note the letter must be submitted no later than June 1 and will become effective with the issuance of Mr. Meyer's next administrative contract during July 1 thru June 30 (i.e. submit by June 1, 2023 in order to be effective July 1, 2023 thru June 30, 2024.

Upon review and approval, LCSC will add to Mr. Meyers annual salary the employer's portion of the contribution for the annual group medical, health savings account, dental, and vision coverage that Mr. Meyer is enrolled at the time his letter is submitted by the June 1 deadline. This contribution amount will be based upon the premiums in effect at the time of Mr. Meyer's next administrative contract to be issued beginning on July 1. Mr. Meyer will then become responsible for paying 100% of the premium for coverage under the health plan.

This dollar amount added to Mr. Meyer's salary will stay fixed during the remaining 5 years of his contract. Any increase in the premiums will become the obligation of Mr. Meyer and deducted from his paychecks. After retirement, Mr. Meyer will then be responsible for the payment of 100% of the cost and premiums owed for his and any dependent's medical, dental, and vision coverage and any health savings account contribution allowed under IRS rules.

In the event, however, Mr. Meyer or any dependent becomes eligible or attempts to claim the premium tax credit on his/her federal income tax return, he will then reimburse the LCSC any amounts LCSC is required to pay the IRS because Mr. Meyer claimed the premium tax credit or the IRS determines Mr. Meyer's coverage did not meet the affordability rules.

Section 6.03. <u>Long Term Disability</u>

LCSC shall pay the premium to provide Mr. Meyer with group long-term disability insurance during each year of his employment. Premiums will be added to his basic salary and premium deductions will be made on an after-tax basis.

Section 6.04. Professional Development and Conference Attendance.

Mr. Meyer is encouraged to continue to pursue professional development opportunities that are consummate with his contractual obligations and professional performance expectation, subject to approval by the Superintendent of Schools. Reimbursements for expenses and fees will be in accordance with LCSC Administrative Guidelines. Reimbursement will be provided to join and participate in Professional Associations deemed applicable to the position of Administrator, Lebanon High School.

Section 6.05. Paid Leave Days.

Mr. Meyer shall be entitled to twenty (20) vacation days and fourteen (14) days of paid miscellaneous leave days for each employment contract year. Mr. Meyer shall be allowed to transfer up to ten (10) unused sick days per year for each contract year from his previous places of public school employment to his LCSC sick day balance. Unused sick leave days may accumulate in accordance with current LCSC administrative compensation policies. Mr. Meyer is entitled to participate in the Catastrophic Illness Bank in accordance with the guidelines put forth by the LCTA-LCSC Master Contract.

Section 6.06. Conversion of Unused Miscellaneous Leave

Each year, LCSC shall convert any unused accumulated miscellaneous leave day's balance as of June 30th of the current contract year over sixty (60) days. The conversion rate will be at Sixty-five dollars ($65) per day. The converted amount will be deposited into a 403 (b) plan offered by LCSC and in a 403 (b) plan investments as determined by Mr. Meyer. The 403 (b) account will vest after the completion of eight (8) years of service in the LCSC.

Section 6.07. Reimbursement for Graduate Level Course Credit.

Reimbursement for Graduate level course work will be provided on a 50-50 match per administrative guidelines. Reimbursement for a completed graduate degree will be paid in three annual installments beginning with the year immediately following the date of degree completion. If Mr. Meyer terminates his employment with LCSC prior to receiving full reimbursement within the three-year reimbursement schedule, he will voluntarily forfeit all remaining installments.

## ARTICLE VII
## SUPPLEMENTAL RETIREMENT BENEFITS

Section 7.01. VEBA.

The LCSC will establish a VEBA (Voluntary employees' beneficiary association) trust account for the benefit of Mr. Meyer upon completion of 10 years of public education service. The LCSC will contribute annually to this account according to the following formula:

Years of public education service X $100

Not exceed Two Thousand Dollars ($2,000) annually.

This contribution will be made to the account during the month of July upon completion of the previous contractual obligations. Mr. Meyer must complete eight (8) years of service with Lebanon Community School Corporation and must retire and be of a minimum age of fifty-five (55) to access the funds in the VEBA account.

## ARTICLE VIII
## NOTICES

Any notice given pursuant to any provision of this Agreement shall be in writing and placed in the United States first-class mail, certified, return receipt requested, addressed to the appropriate party, at the following addresses:

For LCSC: President, Board of Trustees
Lebanon Community Schools
1810 North Grant Street
Lebanon, Indiana 46052

And

For: Mr. Frank Meyer

Either party may, by giving written notice to the other party, change the address to which notice shall thereafter be sent

## ARTICLE VIII
## PROFESSIONAL LIABILITY

LCSC shall defend, hold harmless and indemnify Mr. Meyer from any and all demands, claims, suits, actions and legal proceedings brought against him in his individual or official capacity as an agent or an employee of LCSC, in connection with any matter arising while he was acting within the scope of his employment, to the fullest extent permitted by Ind. Code § 20-26-5-4(17) and Ind. Code §§ 34-13, or a successor statute.

If Mr. Meyer in good faith considers that a conflict exists in regard to the defense of any such claim between his legal position and the legal position of LCSC or other named parties, concurred with by the general counsel for LCSC in writing, Mr. Meyer shall have the right to employ separate legal counsel, in which case LCSC shall indemnify Mr. Meyer for the costs of his legal defense, to the extent permitted by Ind. Code § 20-26-5-4 (17) or a successor statute.

## ARTICLE IX
## ENTIRE AGREEMENT AND AMENDMENT

This Agreement constitutes the entire agreement between the parties and cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by LCSC and Mr. Meyer. This Agreement replaces and supersedes all prior agreements between the parties.

## ARTICLE X
## REGULAR TEACHER'S CONTRACT

In accordance with Indiana law, LCSC and Mr. Meyer hereby incorporated by reference in this Agreement all the provisions of the Regular Teacher's Contract, as executed by LCSC and Mr. Meyer on the official form prescribed by the State Superintendent of Public Instruction, for each applicable school year, setting forth the salary and schedule of installment payments for Mr. Meyer for that school year, except those provisions which are not applicable to persons employed as the Administrator, Lebanon High School. It is agreed that the Regular Teacher's Contract for any school year shall be revised from time to time, respecting the amount and manner of salary payments, consistent with the provisions of this Agreement, and that any such amendments shall be evidenced by execution of a revised Regular Teacher's Contract for the appropriate school year.

## ARTICLE XI
## INTERPRETATION & APPLICATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted and applied according to the laws of the State of Indiana.

## ARTICLE XII
## CONTRACT AS A PUBLIC RECORD

The parties understand that this Agreement is a public record under the Indiana Access to Public Records Law, Ind. Code § 5-14-3, and Ind. Code § 20-28-6-2(d), pertaining to teacher contracts generally.

IN WITNESS WHEREOF, LCSC by its Board of School Trustees and Mr. Meyer have executed this Agreement on the day and year first above written.

BOARD OF SCHOOL TRUSTEES
OF THE LEBANON COMMUNITY
SCHOOL CORPORATION

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MR. FRANK MEYER

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**SUPERINTENDENT'S ADDENDUM**
**TO REGULAR TEACHER CONTRACT**

This Addendum to a Regular Teacher Contract (jointly the "Agreement") is executed by the Board of School Trustees ("Board") of Lebanon Community School Corporation ("LCSC") and Dr. Jon A. Milleman ("Milleman") on the date(s) set forth below and is effective retroactively to July 1, 2020.

Recitals

A. The Board desires Milleman continue to serve as LCSC Superintendent, and Milleman desires to continue position;

B. The Board and Milleman are executing this Agreement to confirm in writing their employment terms in accordance with Ind. Code § 20-28-8-6, such terms to include, supplement, and modify, where applicable, the Regular Teacher Contract entered into and executed by LCSC and Milleman, as prescribed by Ind. Code§ 20-28-8-6(a)(l).

NOW THEREFORE, in consideration of the recitals set forth above, and the terms set forth below as mutual promises, it is agreed as follows:

**ARTICLE I – EMPLOYMENT AND TERM**

Section 1.01. Employment Term. LCSC shall employ Milleman as its Superintendent from July 1, 2020 ("Effective Date"), until June 30, 2023 ("Expiration Date"), or until such earlier time as the Employment Term is terminated, as provided in Section 1.04 of this Agreement (the "Employment Term"). Unless otherwise required by text or context, for purposes of this Agreement a contract year shall begin July 1st of a year and end on June 30th of the following year.

Section 1.02. <u>Automatic Extension.</u> The term of this Agreement shall be automatically extended by one year on July 1, 2021, and then again, each successive July 1st thereafter unless a party gives the other written notice on or before the preceding February 1st that the party does not agree to this automatic extension. This shall result in a continuous three-year term unless one party provides timely, contrary written notice to the other.

Section 1.03. <u>Work Days Per Year</u>. Each contract year requires two hundred sixty (260) working days, including the vacation and other paid leave days referenced in Section 5.04 below.

Section 1.04. <u>Termination of Agreement.</u>

(a) <u>Early Termination by Mutual Consent.</u> The parties may terminate this Agreement at any time if the Board and Milleman mutually agree in writing to such termination.

(b) <u>Early Termination by LCSC for Cause.</u> Prior to the Termination Date, and notwithstanding Milleman's tenure or permanency status at the time, the Board may terminate this Agreement for one or more of the grounds set forth in Ind. Code§§ 20-28-7.5. In that event Milleman's status as a teacher will also be terminated for the same reason(s).

(c) <u>Termination by LCSC on Expiration</u>. LCSC may terminate this Agreement on the Expiration Date as provided in Ind. Code§ 20-28-8-7(3).

(d) <u>Termination by Milleman on Expiration</u>. Milleman may terminate this Agreement on the Expiration Date as provided in Ind. Code§ 20-28-8-7(4).

(e) <u>Early Termination for Death, Disability, or Loss of License.</u> This Agreement shall terminate without action of the parties upon the occurrence of Milleman's

(1) death, (2) disability as defined in the LCSC disability insurance policy as applicable to Milleman, or (3) the revocation, expiration, or loss of the license required by Section 1.05 below. Any accrued obligation or vested benefits earned by Milleman prior to a triggering event under this subsection shall survive termination.

(f) Early Termination by LCSC Without Cause. At any time during the Employment Term the Board may give Milleman at least thirty (30) days advance written notice that it is considering terminating this Agreement absent a statutory ground for cancellation. Should the Board initiate this process, it shall afford Milleman the opportunity for a private conference with the Board in executive session. The purpose of a private conference, if requested by Milleman, will be to provide Milleman the opportunity to present information and reasons why termination is unwarranted and an opportunity for the Board to determine whether or not the termination is in LCSC's best interests. Following the private conference, unless the Board determines to not terminate the Agreement, the Board will afford Milleman an opportunity to resign. If Milleman elects to not resign, the Board may cancel the Agreement, without statutory grounds or other cause, upon the majority vote of the Board taken at a public meeting. After carrying out this no-fault cancellation procedure, whether pursuant to Milleman's resignation hereunder or Board cancellation vote, the Board shall pay Milleman a severance amount equal to the total of his annual base salary, automobile and cell phone allowances, and annual deferred compensation contribution then in effect in accordance with Indiana Code § 20-28-8-6(b)(2) in full settlement and satisfaction of any further compensation due Milleman.

Section 1.05. Superintendent's License. At all times during the Employment Term, Milleman shall hold a valid license or certificate required by the Division of Professional Standards of the Indiana Department of Education to serve as Superintendent of an Indiana public school corporation.

## ARTICLE II - DUTIES, EXTENT OF SERVICE, AND RELATIONSHIP

Section 2.01. Duties. During the Employment Term, Milleman shall have such duties as are prescribed by law or are assigned by LCSC policy or by the Board. The division of responsibilities between an Indiana public school board and its superintendent as outlined in the Code of Board Member Ethics of the Indiana School Boards Association shall guide but not unduly limit the Board in defining the parties' respective roles in the governance of LCSC.

Section 2.02. Participation in Professional and Community Organizations. The Board expects Milleman to participate in appropriate educational and community meetings and activities. The Board shall authorize a reasonable amount of release time and expense reimbursement, within the limitations of the LCSC budget and appropriations, for the purpose of permitting attendance at and participation in activities of the kind deemed necessary to support and be engaged in the community.

Section 2.03. Evaluation of Superintendent. At least once each year the Board will evaluate in writing the performance of the Superintendent in such form and manner as determined by the Board in accordance with Indiana law.

## ARTICLE III – COMPENSATION

Section 3.01. Base Salary. As payment for all services which Milleman renders pursuant to this Agreement, LCSC shall pay him a base salary of One Hundred Forty-Eight Thousand Six Hundred Twenty Five Dollars ($148,625) for each contract year of this Agreement ("Base Salary"). The Base Salary shall be paid in twenty-six equal installments in accord with LCSC practice. The Board may increase but shall not decrease the Base Salary during the Employment Term.

If Milleman receives a rating of effective or highly effective on the Board's evaluation, Milleman's salary will automatically increase effective July 1st of each contract year by an amount equal to the average percentage increase, if any, granted by the Board to LCSC's three highest paid administrative employees other than the Superintendent. (If the increase is a flat amount rather than a percentage, then Milleman will receive the average of the flat amount granted to the three highest paid administrative employees other than the Superintendent.) Increases in Base Salary, if any, shall be retroactive to the beginning of the contract year for which the increase is applicable. Milleman's evaluation and increase in compensation shall be based on his performance as Superintendent and demonstrated achievement in areas such as, but not limited to, fiscal accountability, operational maintenance of LCSC physical assets, management of personnel, and the quality of primary and secondary education provided to LCSC students.

The Board's approval of any adjustment in Base Salary under this section shall constitute an amendment to this Agreement but not an extension of the Expiration Date of this Agreement unless expressly so provides.

Section 3.02. <u>ISTRF Contributions.</u> In addition to the other compensation due Milleman under this Agreement, LCSC shall make both the employer and employee's contribution on his behalf to the Indiana State Teachers' Retirement Fund ("ISTRF").

Section 3.03. <u>Retirement; Deferred Compensation.</u> In addition to the other compensation and benefits provided to the Milleman under this Agreement, near the mid-point of each contract year LCSC shall contribute the sum of Twenty Thousand Dollars ($20,000) in tax-deferred contributions to one or more retirement or deferred compensation plans. The annual payment under this section shall automatically increase by the sum of One Thousand Dollars ($1,000) for each year of the Agreement including all automatic extension years as described in Section 1.02.

Milleman may elect to make voluntary contributions ("elective deferrals") to his retirement or deferred compensation plans to the maximum extent allowed by law. If not already established, Milleman and LCSC shall cooperate in completing the necessary forms to establish the plan and arranging for elective deferral payments to be made.

## ARTICLE IV - BUSINESS EXPENSES

Section 4.01. <u>Business Expenses</u>. From time to time Milleman may advance or incur business expenses in the performance of his duties, including but not limited to meals, entertainment, travel outside the district and similar expenses. LCSC shall reimburse Milleman for such expenses, provided they are reasonable and necessary, with records of such expenses to be timely submitted to the Board in an acceptable form and manner, so long as reimbursement is not prohibited by law and is subject to LCSC budget and appropriations for that purpose.

Section 4.02. <u>Technology Support</u>. Milleman shall own and utilize a smart phone for his personal and business use, and LCSC shall reimburse him the sum of Seventy-Five Dollars ($75) per month for its cost. LCSC will also provide other technology hardware and software for Milleman to support his professional and contractual obligations. This support will include but not be limited to office desktop, laptop, business software, and technology support services.

Section 4.03. Additional Compensation - Automobile Allowance. LCSC shall also pay Milleman the sum of Five Hundred Dollars ($500) per month during the term of this Agreement for the use of his private motor vehicle in traveling within LCSC boundaries in the performance of his duties. Milleman need not account for his personal or business intra-corporation miles. In addition, Milleman may submit mileage reimbursement claims for mileage driven outside of LCSC boundaries in the performance of his duties. This reimbursement is subject to LCSC process as to timeliness and supporting documentation.

## ARTICLE V - OTHER EMPLOYEE BENEFITS

Section 5.01. Life Insurance. During the Employment Term, LCSC shall provide Milleman with, and pay the entire premium cost of, a term life insurance policy on his life with a death benefit of One Hundred Seventy-Five Thousand Dollars ($175,000). Milleman shall cooperate with the insurer's requirements for the issuance and maintenance of the policy. If Milleman remains employed by LCSC through June 30, 2022, at his election upon the termination of his employment, the policy shall be transferred to his ownership subject to him being responsible for payment of the future premiums thereon.

Section 5.02. Health, Dental, Vision, and Disability Insurance Plan. In accordance with LCSC policy and at LCSC's expense, except for One Dollar ($1) to be paid by the administrator, Milleman may participate in the group health and long-term disability insurance program provided for all LCSC administrators.

Section 5.03. Professional Development and Conference Attendance. In pursuing professional development consistent his contractual obligations and professional performance expectations, Milleman may participate in professional development opportunities that he deems are in his and LCSC's best interests. Subject to Board approval and so long as they do not interfere with the fulfillment of his responsibilities as Superintendent, Milleman may participate or undertake governance positions in state, regional, or national professional organizations. Reimbursements for expenses and fees will be in accordance with LCSC guidelines.

Section 5.04. Paid Leave Days. In addition to all recognized state and federal holidays, Milleman shall be entitled to fourteen (14) paid miscellaneous leave days and twenty (20) paid vacation days per contract year to be used at his discretion. In addition, Milleman may also have up to five (5) consecutive days per year of bereavement leave arising from the death of a spouse, child, parent, grandparent, grandchild, sibling, parent-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandparent of spouse, or a person living in the Milleman family home.

Section 5.05. Transfer of Milleman's Earned Leave Days. Milleman may transfer to LCSC over a three-year period up to sixty (60) of his accumulated sick leave days from his prior school employment. Twenty-five (25) of those days may be transferred in the first year of the Agreement, twenty-five (25) additional days during the second year, and the final ten (10 days transferred during the third year. Unused days may be cashed-in or paid to Milleman's retirement account at a rate of $100 per day in accordance with LCSC practice as to maximum number.

Section 5.06. Conversion of Unused Miscellaneous Leave and Vacation Days. Each year, LCSC shall convert any unused, accumulated miscellaneous leave days over sixty (60) days and up to ten (10) vacation days by cashing-out or transfer into Milleman's retirement plan at a daily rate of One Hundred Dollars ($100). Paid vacation days may be accrued to a maximum of thirty (30) days. All unused paid vacation days in excess of the allowable maximum will be added to the accumulated miscellaneous leave balance.

Section 5.07. VEBA. LCSC has established a Voluntary Employees' Beneficiary Account (VEBA) trust account for the benefit of Milleman and others. LCSC will deposit annually into that VEBA trust account an amount determined by taking Milleman's years of public education service times Two Hundred ($200). Milleman must complete the length of his initial three-year contractual agreement with LCSC and be of a minimum of fifty-five (55) to access the funds in the VEBA account. Milleman shall be entitled to continue in the LCSCs group health plan at his current level of coverage at the time of retirement. This entitlement ends when Milleman becomes eligible for Medicare coverage. If Milleman continues with full family coverage in retirement, then dies post retirement with such coverage, his spouse may elect to continue coverage with authorization to use the VEBA account until the spouse is eligible for Medicare coverage, or Milleman would have qualified for Medicare coverage, whichever date comes earlier.

Section 5.08. Five Years' Service Benefit. Upon completion of five (5) years of service to LCSC, LCSC will add to Milleman's annual salary the cost of the annual medical, health savings contribution, dental, and vision premium that the administrator is enrolled, VEBA (Section 5.08) and the LCSC contributions to deferred compensation described in Sections 3.03 and 5.06. This dollar amount will be based upon the premiums in effect at the time the next administrative contract is issued beginning on July 1st. Milleman will then be personally responsible for payment of the premiums for medical, dental, and vision and health savings contribution.

Section 5.09. Entitlement to Benefits Provided Other Administrators. Milleman shall also receive any other benefits established by the Board for all LCSC administrative employees. To the extent the benefits for other administrative employees duplicate the benefits provided pursuant to this Agreement, the benefit provided by this Agreement shall be the benefit provided to the Superintendent.

## ARTICLE VI – NOTICES

Any notice given pursuant to any provision of this Agreement shall be in writing and placed in the United States first class mail, certified, return receipt requested, addressed to the appropriate party, at the following addresses:

| | |
|---|---|
| To LCSC: | President, Board of School Trustees<br>Lebanon Community Schools<br>1810 North Grant Street<br>Lebanon, Indiana 46052 |
| | and |
| To Milleman: | Dr. Jon A. Milleman |

Either party may, by giving written notice to the other party, change the address to which notice shall thereafter be sent.

## ARTICLE VII – INDEMNITY

LCSC shall defend, hold harmless, and indemnify Milleman from any and all demands, claims, suits, actions or legal proceedings brought against him, either in his official capacity as an agent or employee of LCSC or in his individual capacity, provided the incident arose while he was acting within the scope of his employment with LCSC. All actions, choices and decisions made, which are customarily and usually considered within the authority and responsibility of an Indiana public school superintendent, or which were made under apparent authority of statute or applicable common law or were specifically or impliedly authorized by the Board, shall be considered within the scope of employment for purposes of this provision. This indemnification provision shall survive the termination of this Agreement.

## ARTICLE VIII - ENTIRE AGREEMENT; AMENDMENT

This Agreement constitutes the entire agreement between the parties and cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by the Board and Milleman. This Agreement replaces and supersedes all prior negotiations, understandings or agreements between the parties.

## ARTICLE IX - REGULAR TEACHER CONTRACT

Except for those provisions which are not applicable to persons employed as a Superintendent and except as modified in this Agreement, the parties hereby incorporate by reference into this Agreement all provisions of the Regular Teacher Contract, as executed by the Board and Milleman on the official form prescribed by the State Superintendent of

Public Instruction for each school year, setting forth the salary and schedule of installment payments for Milleman for that school year. The Regular Teacher Contract for any school year may be revised from time to time as to the amount and manner of salary payments, consistent with the provisions of this Agreement. Any such amendments shall be evidenced by execution of a revised Regular Teacher Contract for the appropriate school year.

## ARTICLE X - GOVERNING LAW

The terms of this Agreement shall be interpreted according to Indiana law.

## ARTICLE XI - CONTRACT AS A PUBLIC RECORD

This Agreement is a public record under Indiana law, Ind. Code §§ 5-14-3, and Ind. Code § 20-28-6-2(d), pertaining to teacher contracts generally.

IN WITNESS WHEREOF, LCSC by its Board of School Trustees and Milleman have executed this Agreement on the date(s) set forth below.

LCSC Board of School Trustees

Dr. Jon A. Milleman, Superintendent

Date

Date

1589406 Last Rev. 12/10/20

**ADMINISTRATIVE ADDENDUM TO**
**REGULAR TEACHER'S CONTRACT**

This Addendum to a Regular Teacher's Contract between these parties [jointly the "Agreement"] is made and entered into this 1st day of July, 2023, by and between Lebanon Community School Corporation ("LCSC"), and Dr. Kari Ottinger. ("Dr. Ottinger").

**Recitals**

A. LCSC desires to obtain the benefit of the knowledge and experience of Dr. Ottinger by employing her as the Director of Assessment for LCSC;

B. Dr. Ottinger desires to be employed by LCSC as its Director of Assessment.

C. LCSC and Dr. Ottinger desire to enter into and to reduce to writing the terms of Dr. Ottinger' s employment by LCSC, such terms to include, supplement, and modify, where applicable, the Regular Teacher's Contract entered into by LCSC and Dr. Ottinger.

NOW THEREFORE, in consideration of the recitals set forth above, and the terms set forth below as mutual promises, it is agreed as follows:

ARTICLE I
EMPLOYMENT AND TERM

Section 1.01. Employment Term.

A. LCSC hereby employs Dr. Ottinger as Director of Assessment.

B. LCSC and Dr. Ottinger hereby agree to be employed as the Director of Assessment. The term of this Agreement shall from July 1st, 2023 ("Effective Date"), and shall continue thereafter until June 30, 2025 ("Expiration Date"), or until such earlier time as the Employment Term is terminated, as provided in Section 1.02 of this Agreement (the "Employment Term"). Unless otherwise required by text or context, an Employment Year for purposes of this Agreement shall begin July 1 of a year and end on June 30 of the following year. During each Employment Year, Dr. Ottinger shall have two hundred and forty (240) working days.

Section 1.02. Termination of This Employment Agreement.

A. Early Termination by Mutual Consent. The parties may terminate this Agreement on any date during the Employment Term, if LCSC and Dr. Ottinger mutually consent in writing to such termination.

B. Early Termination by the LCSC. LCSC may terminate this Agreement prior to the Expiration Date of the Employment Term, notwithstanding Dr. Ottinger's tenure or permanency status at the time, by employing the procedure set forth in Ind. Code § 20-28-8-3, for any reason specified in Ind. Code § 20-28-7-1, in which event Dr. Ottinger's tenure status as a teacher, if any, also will be terminated for the same reasons.

C. Termination on Expiration Date by LCSC. LCSC may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-3

D. Termination on Expiration Date by Dr. Ottinger. Dr. Ottinger may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-7(4).

E. Early Termination upon Dr. Ottinger's Death, Total Disability, or Loss of License. This Agreement shall terminate without action of the parties upon the occurrence of the death, total disability (as defined in the LCSC disability insurance policy as applicable to Dr. Ottinger) of Dr. Ottinger, or the revocation, expiration, or loss of the license required by Section 1.03 of this Agreement.

Section 1.03. Dr. Ottinger's License as an Indiana Public School Administrator.

Dr. Ottinger shall, at all times during the Employment Term, hold a valid license or certificate evidencing her qualifications to serve as a Public School Administrator of a public school corporation in Indiana. The license required by this Section shall be the license or certification required by Indiana law and the Division of Professional Standards of the Indiana

Department of Education. Failure to maintain such a license during the Employment Term shall be considered as cause for the termination of this Agreement pursuant to Section 1.02(b) of this Agreement.

## ARTICLE II
## DUTIES, EXTENT OF SERVICE, AND RELATIONSHIP OF THE PARTIES

Section 2.01. Duties.

During the Employment Term, Dr. Ottinger shall serve LCSC as Director of Assessment, and she shall have such duties as may be prescribed by law and as are assigned to her by the Superintendent of Schools of the LCSC.

Section 2.02. Participation in Meetings and Organizations.

LCSC expects Dr. Ottinger, as a condition of her employment, to continue her professional growth and education through participation in appropriate meetings and activities. LCSC agrees to authorize the reasonable amount of release time, within the limitations of the LCSC budget and appropriations for that purpose, for the purpose of permitting Dr. Ottinger to attend meetings and activities of the kind deemed necessary to support her professional development and maintain her current knowledge of curriculum, public education administration, and instructional leadership skills.

## ARTICLE III
## COMPENSATION

Section 3.01. Basic Salary.

As payment for all services which Dr. Ottinger renders pursuant to this Agreement, LCSC shall pay her a basic salary of One Hundred Twenty-Five Thousand Dollars ($125,000.00) for each Employment Year of this Agreement ("Basic Salary"). This Basic Salary shall be paid in twenty-six approximately equal installments. This Basic Salary may be increased by the LCSC, but in no event shall this Basic Salary be reduced during the Employment Term.

Increases in Basic Salary, if any, shall be approved by LCSC retroactive to the beginning of the Employment Year for which the increase is applicable, and shall be based upon Dr. Ottinger' s performance as Director of Assessment and upon demonstrated achievement in LCSC in areas such as, but not limited to, knowledge of curriculum, public education administration, and instructional leadership skills.

Upon approval by the Board of School Trustees of the LCSC, any adjustment in Basic Salary under this Section shall constitute an amendment to this Agreement and becomes a part thereof, but shall not be considered as a new agreement or an extension of the Expiration Date of this Agreement.

Section 3.02. ISTRF Employee Contribution & Reporting to ISTRF.

In addition to the other compensation for her services as Director of Assessment of provided to Dr. Ottinger by this Agreement, the LCSC shall make both the minimum employer and employee contribution to the Indiana State Teachers' Retirement Fund.

## ARTICLE IV
## BUSINESS EXPENSES

Section 4.01. Business Expenses.

It is understood that from time to time Dr. Ottinger will be expected to incur reasonable and necessary expenses on behalf of LCSC, including but not limited to, meals, travel, and similar expenses. LCSC shall reimburse Dr. Ottinger for such reasonable and necessary expenses, provided that records of such expenses are submitted to LCSC in a form and manner acceptable to LCSC, provided further that reimbursement is not prohibited by law or regulation and is subject to the LCSC budget and appropriations for that purpose.

Section 4.02. Technology Support.

LCSC will provide appropriate technology hardware and software for Dr. Ottinger to support her professional and contractual obligations. This support will include but not be limited to: office desktop, laptop, business software, and technology support services. LCSC shall pay as additional and add to Basic Salary the sum of $900 annually during the term of this Agreement for his/her use of his/her private cell phone in the performance of his/her duties pursuant to this Agreement. This cell phone allowance is to be paid in two installments, the first no later than December 31st, the second payment will be made on or before June 30th.

Section 4.03. Mileage Allowance.

LCSC shall pay Dr. Ottinger as additional and add to Basic Salary the sum of One Thousand Dollars ($1,000.00) annually during the term of this Agreement for her use of her private automobile in traveling in the performance of her duties pursuant to this Agreement. This automobile allowance is to be paid in two installments, the first no later than December 31st; the second payment will be made on or before June 30th.

Section 4.04. Total Compensation

Dr. Ottinger acknowledges and agrees employer-provided coverage under LCSC's health plan is considered affordable and any employee required contribution of Dr. Ottinger is no more than 9.83% (as adjusted annually) of Dr. Ottinger's household income. In general, the employee required contribution is Dr. Ottinger's cost of enrolling in the least expensive coverage offered by LCSC that provides minimum value. The employee required contribution includes all amounts and compensation paid to Dr. Ottinger through salary reduction or otherwise, and takes into account the effects of employer arrangements such as health reimbursement arrangements (HRAs), wellness incentives, flex credits, and opt-out payments. Dr.Ottinger also acknowledges and agrees her household income does not fall within a range to qualify her for a premium tax credit and she does not meet the additional IRS requirements to be eligible for any premium tax credit while employed by LCSC.

## ARTICLE VI
## EMPLOYEE BENEFITS

Section 6.01. Life Insurance Coverage.

LCSC shall pay the premium to provide Dr. Ottinger with Seventy-Five Thousand Dollar ($75,000) in group term life insurance coverage during each year of employment.

Section 6.02. Health, Dental, Vision Insurance Coverage.

Dr. Ottinger shall be able to apply to participate in the group Health, Dental and/or Vision insurance options offered by LCSC to other employees for $1.00 per year per coverage. If the administrator elects the Employee Only High Deductible Health Plan (HDHP) option, LCSC will contribute $250 monthly toward a Health Savings Account (HSA). If the administrator elects the Employee/Spouse, Employee/Child(ren), or the Family High Deductible Health Plan (HDHP) option, LCSC will contribute $400 monthly toward a Health Savings Account (HSA).

Section 6.025 Retirement within 5 Years Benefit

Dr. Ottinger after she has been employed by LCSC for a minimum of 10 years and has determined she is within five years of retirement from LCSC, may submit a letter stating her decision to retire within five years and then be eligible for the benefit described below. Please note the letter must be submitted no later than June 1 and will become effective with the issuance of Dr. Ottinger's next administrative contract during July 1 thru June 30 (i.e. submit by June 1, 2024 in order to be effective July 1, 2024 thru June 30, 2025.

Upon review and approval, LCSC will add to Dr. Ottinger's annual salary the employer's portion of the contribution for the annual group medical, health savings account, dental, and vision coverage that Dr. Ottinger is enrolled at the time her letter is submitted by the June 1 deadline. This contribution amount will be based upon the premiums in effect at the time of Dr. Ottinger's next administrative contract to be issued beginning on July 1. Dr. Ottinger will then become responsible for paying 100% of the premium for coverage under the health plan.

This dollar amount added to Dr. Ottinger's salary will stay fixed during the remaining 5 years of her contract. Any increase in the premiums will become the obligation of Dr. Ottinger and deducted from her paychecks. After retirement, Dr. Ottinger will then be responsible for payment of 100% of the cost and premiums owed for her and any dependent's medical, dental, and vision coverage and any health savings account contribution allowed under IRS rules.

In the event, however, Dr. Ottinger or any dependent becomes eligible or attempts to claim the premium tax credit on her federal income tax return, she will then reimburse the LCSC any amounts LCSC is required to pay to the IRS because Dr. Ottinger claimed the premium tax credit or the IRS determines Dr. Ottinger's coverage did not meet the affordability rules.

Section 6.03. Long Term Disability

LCSC shall pay the premium to provide Dr. Ottinger with group long-term disability insurance during each year of her employment. Premium will be added to her basic salary and premium deductions will be made on an after tax basis.

Section 6.04. Professional Development and Conference Attendance.

Dr. Ottinger is encouraged to continue to pursue professional development opportunities that are consummate with her contractual obligations and professional performance expectation, subject to approval by the Superintendent of Schools. Reimbursements for expenses and fees will be in accordance with LCSC Administrative Guidelines. Reimbursement will be provided to join and participate in Professional Associations deemed applicable to the position of Director of Assessment.

Section 6.05. Paid Leave Days.

Dr. Ottinger shall be entitled to fourteen (14) days of paid miscellaneous leave days for each employment contract. Unused sick leave days may accumulate in accordance with current LCSC administrative compensation policies. Dr. Ottinger is entitled to participate in the Catastrophic Illness Bank in accordance with the guidelines put forth by the LCTA-LCSC Master Contract.

Section 6.06. Conversion of Unused Miscellaneous Leave

Each year, LCSC shall convert any unused accumulated miscellaneous leave day's balance as of June 30th of the current contract year over sixty (60) days. The conversion rate will be at

Sixty-five dollars ($65) per day. The converted amount will be deposited into a 403b plan offered by LCSC and in 403b investments as determined by Dr. Ottinger. The 403b account will vest after the completion of eight (8) years of service in the LCSC.

Section 6:07. <u>403b Employee Compensation</u>

Dr. Ottinger will be compensated with 1% of salary per duration of contract for a 403b plan.

Section 6.08. <u>Reimbursement for Graduate Level Course Credit</u>.

Reimbursement for Graduate level course work will be provided on a 50-50 match per administrative guidelines.

ARTICLE VII
SUPPLEMENTAL RETIREMENT BENEFITS

Section 7.01. <u>VEBA</u>.

The LCSC has established a VEBA (Voluntary employees' beneficiary association) trust account for the benefit of Dr. Ottinger. The LCSC has established a VEBA (Voluntary employees' beneficiary association) trust account for the benefit of Dr. Ottinger. The LCSC will contribute <u>annually</u> to this account according to the following formula:

Years of public education service X $100

Not exceed Two Thousand Dollars ($2,000) annually.

This contribution will be made to the account during the month of July upon completion of the previous contractual obligations. Dr. Ottinger must complete eight (8) years of service with Lebanon Community School Corporation and must retire and be of a minimum age of fifty-five (55) to access the funds in the VEBA account.

ARTICLE VIII
NOTICES

Any notice given pursuant to any provision of this Agreement shall be in writing and placed in the United States first-class mail, certified, return receipt requested, addressed to the appropriate party, at the following addresses:

For LCSC: President, Board of Trustees
Lebanon Community Schools
1810 North Grant Street
Lebanon, Indiana 46052

And

For: Dr. Kari Ottinger

Either party may, by giving written notice to the other party, change the address to which notice shall thereafter be sent.

ARTICLE VIII
PROFESSIONAL LIABILITY

LCSC shall defend, hold harmless and indemnify Dr. Ottinger from any and all demands, claims, suits, actions and legal proceedings brought against her in her individual or official capacity as an agent or an employee of LCSC, in connection with any matter arising while she was acting within the scope of her employment, to the fullest extent permitted by Ind. Code § 20-26-5-4(17) and Ind. Code §§ 34-13, or a successor statute.

If Dr. Ottinger in good faith considers that a conflict exists in regard to the defense of any such claim between her legal position and the legal position of LCSC or other named parties, concurred with by the general counsel for LCSC in writing, Dr. Ottinger shall have the right to employ separate legal counsel, in which case LCSC shall indemnify Dr. Ottinger for the costs of her legal defense, to the extent permitted by Ind. Code § 20-26-5-4 (17) or a successor statute.

ARTICLE IX
ENTIRE AGREEMENT AND AMENDMENT

This Agreement constitutes the entire agreement between the parties and cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by LCSC and Dr. Ottinger. This Agreement replaces and supersedes all prior agreements between the parties.

## ARTICLE X
## REGULAR TEACHER'S CONTRACT

In accordance with Indiana law, LCSC and Dr. Ottinger hereby incorporated by reference in this Agreement all the provisions of the Regular Teacher's Contract, as executed by LCSC and Dr. Ottinger on the official form prescribed by the State Superintendent of Public Instruction, for each applicable school year, setting forth the salary and schedule of installment payments for Dr. Ottinger for that school year, except those provisions which are not applicable to persons employed as the Director of Assessment. It is agreed that the Regular Teacher's Contract for any school year shall be revised from time to time, respecting the amount and manner of salary payments, consistent with the provisions of this Agreement, and that any such amendments shall be evidenced by execution of a revised Regular Teacher's Contract for the appropriate school year.

## ARTICLE XI
## INTERPRETATION & APPLICATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted and applied according to the laws of the State of Indiana.

## ARTICLE XII
## CONTRACT AS A PUBLIC RECORD

The parties understand that this Agreement is a public record under the Indiana Access to Public Records Law, Ind. Code § 5-14-3, and Ind. Code § 20-28-6-2(d), pertaining to teacher contracts generally.

IN WITNESS WHEREOF, LCSC by its Board of School Trustees and Dr. Ottinger have executed this Agreement on the day and year first above written.

BOARD OF SCHOOL TRUSTEES
OF THE LEBANON COMMUNITY
SCHOOL CORPORATION

DR. KARI OTTINGER

**ADMINISTRATIVE ADDENDUM TO REGULAR TEACHER'S CONTRACT**

This Addendum to a Regular Teacher's Contract between these parties [jointly the "Agreement"] is made and entered into this 5th day of September, 2023, by and between Lebanon Community School Corporation ("LCSC"), and Mr. Michael Reynolds. ("Mr. Reynolds").

**Recitals**

A. LCSC desires to obtain the benefit of the knowledge and experience of Mr. Reynolds by employing him as an Assistant Director of Transportation, Lebanon Community School Corporation;

B. Mr. Reynolds desires to be employed by LCSC as its Assistant Director of Transportation, Lebanon Community School Corporation;

C. LCSC and Mr. Reynolds desire to enter into and to reduce to writing the terms of Mr. Reynolds's employment by LCSC, such terms to include, supplement, and modify, where applicable, the Regular Teacher's Contract entered into by LCSC and Mr. Reynolds.

NOW THEREFORE, in consideration of the recitals set forth above, and the terms set forth below as mutual promises, it is agreed as follows:

ARTICLE I
EMPLOYMENT AND TERM

Section 1.01. Employment Term.

A. LCSC hereby employs Mr. Reynolds as Assistant Director of Transportation, Lebanon Community School Corporation.

B. LCSC and Mr. Reynolds here by agree to be employed as Assistant Director of Transportation, Lebanon Community School Corporation. The term of this Agreement shall be effective on September 5, 2023 ("Effective Date"), and shall continue thereafter until June 30, 2025 ("Expiration Date"), or until such earlier time as the Employment Term is terminated, as provided in Section 1.02 of this Agreement (the "Employment Term"). Unless otherwise required by text or context, an Employment Year for purposes of this Agreement shall begin July 1 of a year and end on June 30 of the following year. During each Employment Year, Mr. Reynolds shall have two hundred and sixty (260) working days.

Section 1.02. Termination of This Employment Agreement.

A. Early Termination by Mutual Consent. The parties may terminate this Agreement on any date during the Employment Term, if LCSC and Mr. Reynolds mutually consent in writing to such termination.

B. Early Termination by the LCSC. LCSC may terminate this Agreement prior to the Expiration Date of the Employment Term, notwithstanding Mr. Reynolds's tenure or permanency status at the time, by employing the procedure set forth in Ind. Code § 20-28-8-3, for any reason specified in Ind. Code § 20-28-7-1, in which event Mr. Reynolds's tenure status as a teacher, if any, also will be terminated for the same reasons.

C. Termination on Expiration Date by LCSC. LCSC may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-3

D. Termination on Expiration Date by Mr. Reynolds. Mr. Reynolds may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-7(4).

E. Early Termination upon Mr. Reynolds's Death, Total Disability, or Loss of License. This Agreement shall terminate without action of the parties upon the occurrence of the death, total disability (as defined in the LCSC disability insurance policy as applicable to Mr. Reynolds) of Mr. Reynolds, or the revocation, expiration, or loss of the license required by Section 1.03 of this Agreement.

Section 1.03. Mr. Reynolds's License as an Indiana Public School Administrator and Teacher.

Mr. Reynolds shall, at all times during the Employment Term, hold and retain all valid licenses or certificates evidencing his qualifications to serve as a Public-School Administrator and Teacher of a public school corporation in Indiana as he held on the initial date of this agreement. The license required by this Section shall be the license or certification required by Indiana law and the Division of Professional Standards of the Indiana Department of Education. Failure to maintain such a license during the Employment Term shall be considered as cause for the termination of this Agreement pursuant to Section 1.02(b) of this Agreement. Furthermore, Mr. Reynolds shall obtain and keep current an Indiana CDL and all endorsements necessary to lawfully transport students via a school bus in Indiana.

## ARTICLE II
## DUTIES, EXTENT OF SERVICE, AND RELATIONSHIP OF THE PARTIES

Section 2.01. Duties.

During the Employment Term, Mr. Reynolds shall serve LCSC as the Assistant Director of Transportation, Lebanon Community School Corporation, and shall have such duties as may be prescribed by law and as are assigned to him by the Superintendent of Schools of the LCSC.

Section 2.02. Participation in Meetings and Organizations.

LCSC expects Mr. Reynolds, as a condition of his employment, to continue his professional growth and education through participation in appropriate meetings and activities. LCSC agrees to authorize the reasonable amount of release time, within the limitations of the LCSC budget and appropriations for that purpose, for the purpose of permitting Mr. Reynolds to attend meetings and activities of the kind deemed necessary to support his professional development and maintain his current knowledge of curriculum, public education administration, and instructional leadership skills.

## ARTICLE III
## COMPENSATION

Section 3.01. Basic Salary.

As payment for all services which Mr. Reynolds renders pursuant to this Agreement, LCSC shall pay his basic salary of Sixty Thousand Five Hundred Seventy Seven Dollars and Two Cents ($60,577.02) for the term of September 5, 2023 through June 30, 2024 and Seventy Five Thousand Dollars ($75,000.00) for July 1, 2024 through June 30, 2025 ("Basic Salary"). This Basic Salary shall be paid in twenty-one approximately equal installments for the term of September 5, 2023 through June 30, 2024 and twenty-six (26) approximately equal installments for the term of July 1, 2024 through June 30, 2025. This Basic Salary may be increased by the LCSC, but in no event shall this Basic Salary be reduced during the Employment Term.

Increases in Basic Salary, if any, shall be approved by LCSC retroactive to the beginning of the Employment Year for which the increase is applicable, and shall be based upon Mr. Reynolds's performance as Assistant Director of Transportation, Lebanon Community School Corporation and upon demonstrated achievement in LCSC in areas such as, but not limited to, knowledge of public education transportation administration and leadership skills.

Upon approval by the Board of School Trustees of the LCSC, any adjustment in Basic Salary under this Section shall constitute an amendment to this Agreement and becomes a part thereof, but shall not be considered as a new agreement or an extension of the Expiration Date of this Agreement.

Section 3.02. <u>ISTRF Employee Contribution & Reporting to ISTRF</u>.

In addition to the other compensation for his services as Assistant Director of Transportation, Lebanon Community School Corporation provided to Mr. Reynolds by this Agreement, the LCSC shall make both the minimum employer and employee contribution to the Indiana State Teachers' Retirement Fund.

## ARTICLE IV
## BUSINESS EXPENSES

Section 4.01. <u>Business Expenses</u>.

It is understood that from time to time Mr. Reynolds will be expected to incur reasonable and necessary expenses on behalf of LCSC, including but not limited to, meals, travel, and similar expenses. LCSC shall reimburse Mr. Reynolds for such reasonable and necessary expenses, provided that records of such expenses are submitted to LCSC in a form and manner acceptable to LCSC, provided further that reimbursement is not prohibited by law or regulation and is subject to the LCSC budget and appropriations for that purpose.

Section 4.02. Technology Support.

LCSC will provide appropriate technology hardware and software for Mr. Reynolds to support his professional and contractual obligations. This support will include but not be limited to: office desktop, laptop, business software, and technology support services. LCSC shall pay as additional and add to Basic Salary the sum of $900 annually during the term of this Agreement for his use of his private cell phone in the performance of his duties pursuant to this Agreement. This cell phone allowance is to be paid in two installments, the first no later than December 31st, the second payment will be made on or before June 30th.

Section 4.03. Mileage Allowance.

LCSC shall pay Mr. Reynolds as additional and add to Basic Salary the sum of Five Hundred Dollars ($500.00) annually during the term of this Agreement for his use of his private automobile in traveling in the performance of his duties pursuant to this Agreement. This automobile allowance is to be paid in two installments, the first no later than December 31st; the second payment will be made on or before June 30th.

Section 4.04. Total Compensation

Mr. Reynolds acknowledges and agrees employer-provided coverage under LCSC's health plan is considered affordable and any employee required contribution of Mr. Reynolds is no more than 9.83% (as adjusted annually) of Mr. Reynolds's household income. In general, the employee required contribution is Mr. Reynolds's cost of enrolling in the least expensive coverage offered by

LCSC that provides minimum value. The employee required contribution includes all amounts and compensation paid to Mr. Reynolds through salary reduction or otherwise, and takes into account the effects of employer arrangements such as health reimbursement arrangements (HRAs), wellness incentives, flex credits, and opt-out payments. Mr. Reynolds also acknowledges and agrees his household income does not fall within a range to qualify him for a premium tax credit and he does not meet the additional IRS requirements to be eligible for any premium tax credit while employed by LCSC.

## ARTICLE VI
## EMPLOYEE BENEFITS

Section 6.01. Life Insurance Coverage.

LCSC shall pay the premium to provide Mr. Reynolds with Seventy-Five Thousand Dollar ($75,000) in group term life insurance coverage during each year of employment.

Section 6.02. Health, Dental, Vision Insurance Coverage.

Mr. Reynolds shall be able to apply to participate in the group Health, Dental and/or Vision insurance options offered by LCSC to other employees for $1.00 per year per coverage. If the administrator elects the Employee Only High Deductible Health Plan (HDHP) option, LCSC will contribute $250 monthly toward a Health Savings Account (HSA). If the administrator elects the Employee/Spouse, Employee/Child(ren), or the Family High Deductible Health Plan (HDHP) option, LCSC will contribute $400 monthly toward a Health Savings Account (HSA).

Section 6.025 Retirement within 5 Years Benefit

Mr. Reynolds after he has been employed by LCSC for a minimum of 10 years and has determined he is within five years of retirement from LCSC, may submit a letter stating his decision to retire within five years and then be eligible for the benefit described below. Please note the letter must be submitted no later than June 1 and will become effective with the issuance of Mr. Reynolds's next administrative contract during July 1 thru June 30 (i.e. submit by June 1, 2024 in order to be effective July 1, 2024 thru June 30, 2025.

Upon review and approval, LCSC will add to Mr. Reynolds's annual salary the employer's portion of the contribution for the annual group medical, health savings account, dental, and vision coverage that Mr. Reynolds is enrolled at the time his letter is submitted by the June 1 deadline. This contribution amount will be based upon the premiums in effect at the time of Mr. Reynolds's next administrative contract to be issued beginning on July 1. Mr. Reynolds will then become responsible for paying 100% of the premium for coverage under the health plan.

This dollar amount added to Mr. Reynolds's salary will stay fixed during the remaining 5 years of his contract. Any increase in the premiums will become the obligation of Mr. Reynolds and deducted from his paychecks. After retirement, Mr. Reynolds will then be responsible for the payment of 100% of the cost and premiums owed for his and any dependent's medical, dental, and vision coverage and any health savings account contribution allowed under IRS rules.

In the event, however, Mr. Reynolds or any dependent becomes eligible or attempts to claim the premium tax credit on his/her federal income tax return, he will then reimburse the LCSC any amounts LCSC is required to pay the IRS because Mr. Reynolds claimed the premium tax credit or the IRS determines Mr. Reynolds's coverage did not meet the affordability rules.

Section 6.03. Long Term Disability

LCSC shall pay the premium to provide Mr. Reynolds with group long-term disability insurance during each year of his employment. Premiums will be added to his basic salary and premium deductions will be made on an after-tax basis.

Section 6.04. Professional Development and Conference Attendance.

Mr. Reynolds is encouraged to continue to pursue professional development opportunities that are consummate with his contractual obligations and professional performance expectation, subject to approval by the Superintendent of Schools. Reimbursements for expenses and fees will be in accordance with LCSC Administrative Guidelines. Reimbursement will be provided to join and participate in Professional Associations deemed applicable to the position of Administrator, Lebanon High School.

Section 6.05. Paid Leave Days.

For the term of September 5, 2023 through June 30, 2024, Mr. Reynolds shall be entitled to ten (10) days of paid miscellaneous leave days and sixteen and one half (16.5) days of vacation leave. For each subsequent year of employment, Mr. Reynolds shall be entitled to twelve (12) days of paid miscellaneous leave days and twenty (20) days of vacation leave. Unused sick leave days may accumulate in accordance with current LCSC administrative compensation policies. Mr. Reynolds is entitled to participate in the Catastrophic Illness Bank in accordance with the guidelines put forth by the LCTA-LCSC Master Contract.

Section 6.06. Conversion of Unused Miscellaneous Leave

Each year, LCSC shall convert any unused accumulated miscellaneous leave day's balance as of June 30th of the current contract year over sixty (60) days. The conversion rate will be at Sixty-five dollars ($65) per day. The converted amount will be deposited into a 403 (b) plan offered by LCSC and in a 403 (b) plan investments as determined by Mr. Reynolds. The 403 (b) account will vest after the completion of eight (8) years of service in the LCSC.

Section 6.07. Reimbursement for Graduate Level Course Credit.

Reimbursement for Graduate level course work will be provided on a 50-50 match per administrative guidelines. Reimbursement for a completed graduate degree will be paid in three annual installments beginning with the year immediately following the date of degree completion. If Mr. Reynolds terminates his employment with LCSC prior to receiving full reimbursement within the three-year reimbursement schedule, he will voluntarily forfeit all remaining installments.

ARTICLE VII
SUPPLEMENTAL RETIREMENT BENEFITS

Section 7.01. <u>VEBA</u>.

The LCSC will establish a VEBA (Voluntary employees' beneficiary association) trust account for the benefit of Mr. Reynolds upon completion of 10 years of public education service. The LCSC will contribute <u>annually</u> to this account according to the following formula:

Years of public education service X $100

Not exceed Two Thousand Dollars ($2,000) annually.

This contribution will be made to the account during the month of July upon completion of the previous contractual obligations. Mr. Reynolds must complete eight (8) years of service with Lebanon Community School Corporation and must retire and be of a minimum age of fifty-five (55) to access the funds in the VEBA account.

## ARTICLE VIII
## NOTICES

Any notice given pursuant to any provision of this Agreement shall be in writing and placed in the United States first-class mail, certified, return receipt requested, addressed to the appropriate party, at the following addresses:

For LCSC: President, Board of Trustees
Lebanon Community Schools
1810 North Grant Street
Lebanon, Indiana 46052

And

For: Mr. Michael Reynolds

Either party may, by giving written notice to the other party, change the address to which notice shall thereafter be sent

## ARTICLE VIII
## PROFESSIONAL LIABILITY

LCSC shall defend, hold harmless and indemnify Mr. Reynolds from any and all demands, claims, suits, actions and legal proceedings brought against him in his individual or official capacity as an agent or an employee of LCSC, in connection with any matter arising while he was acting within the scope of his employment, to the fullest extent permitted by Ind. Code § 20-26-5-4(17) and Ind. Code §§ 34-13, or a successor statute.

If Mr. Reynolds in good faith considers that a conflict exists in regard to the defense of any such claim between his legal position and the legal position of LCSC or other named parties, concurred with by the general counsel for LCSC in writing, Mr. Reynolds shall have the right to employ separate legal counsel, in which case LCSC shall indemnify Mr. Reynolds for the costs of his legal defense, to the extent permitted by Ind. Code § 20-26-5-4 (17) or a successor statute.

## ARTICLE IX
## ENTIRE AGREEMENT AND AMENDMENT

This Agreement constitutes the entire agreement between the parties and cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by LCSC and Mr. Reynolds. This Agreement replaces and supersedes all prior agreements between the parties.

## ARTICLE X
## REGULAR TEACHER'S CONTRACT

In accordance with Indiana law, LCSC and Mr. Reynolds hereby incorporated by reference in this Agreement all the provisions of the Regular Teacher's Contract, as executed by LCSC and Mr. Reynolds on the official form prescribed by the State Superintendent of Public Instruction, for each applicable school year, setting forth the salary and schedule of installment payments for Mr. Reynolds for that school year, except those provisions which are not applicable to persons employed as the Administrator, Lebanon High School. It is agreed that the Regular Teacher's Contract for any school year shall be revised from time to time, respecting the amount and manner of salary payments, consistent with the provisions of this Agreement, and that any such amendments shall be evidenced by execution of a revised Regular Teacher's Contract for the appropriate school year.

## ARTICLE XI
## INTERPRETATION & APPLICATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted and applied according to the laws of the State of Indiana.

## ARTICLE XII
## CONTRACT AS A PUBLIC RECORD

The parties understand that this Agreement is a public record under the Indiana Access to Public Records Law, Ind. Code § 5-14-3, and Ind. Code § 20-28-6-2(d), pertaining to teacher contracts generally.

IN WITNESS WHEREOF, LCSC by its Board of School Trustees and Mr. Reynolds have executed this Agreement on the day and year first above written.

| BOARD OF SCHOOL TRUSTEES OF THE LEBANON COMMUNITY SCHOOL CORPORATION | MR. MICHAEL REYNOLDS |
|---|---|
| ______________________________ | ______________________________ |
| ______________________________ | |
| ______________________________ | |
| ______________________________ | |
| ______________________________ | |

# ADMINISTRATIVE ADDENDUM TO REGULAR TEACHER'S CONTRACT

This Addendum to a Regular Teacher's Contract between these parties [jointly the "Agreement"] is made and entered into this 1st day of July, 2023, by and between Lebanon Community School Corporation ("LCSC"), and Mr. William Robinson. ("Mr. Robinson").

**Recitals**

A. LCSC desires to obtain the benefit of the knowledge and experience of Mr. Robinson by employing him as the Assistant Director, Boone-Clinton Joint Services School;

B. Mr. Robinson desires to be employed by LCSC as its Assistant Director, Boone-Clinton Joint Services.

C. LCSC and Mr. Robinson desire to enter into and to reduce to writing the terms of Mr. Robinson's employment by LCSC, such terms to include, supplement, and modify, where applicable, the Regular Teacher's Contract entered into by LCSC and Mr. Robinson.

NOW THEREFORE, in consideration of the recitals set forth above, and the terms set forth below as mutual promises, it is agreed as follows:

ARTICLE I
EMPLOYMENT AND TERM

Section 1.01. Employment Term.

A. LCSC hereby employs Mr. Robinson as the Assistant Director, Boone-Clinton Joint Services.

B. LCSC and Mr. Robinson hereby agree to be employed as the Assistant Director, Boone-Clinton Joint Services. The term of this Agreement shall from July 1, 2023 ("Effective Date"), and shall continue thereafter until June 30, 2025 ("Expiration Date"), or until such earlier time as the Employment Term is terminated, as provided in Section 1.02 of this Agreement (the "Employment Term"). Unless otherwise required by text or context, an Employment Year for purposes of this Agreement shall begin July 1 of a year and end on June 30 of the following year. Mr. Robinson shall have two hundred and ten (210) working days.

Section 1.02. Termination of This Employment Agreement.

A. Early Termination by Mutual Consent. The parties may terminate this Agreement on any date during the Employment Term, if LCSC and Mr. Robinson mutually consent in writing to such termination.

B. Early Termination by the LCSC. LCSC may terminate this Agreement prior to the Expiration Date of the Employment Term, notwithstanding Mr. Robinson's tenure or permanency status at the time, by employing the procedure set forth in Ind. Code § 20-28-8-3, for any reason specified in Ind. Code § 20-28-7-1, in which event Mr. Robinson's tenure status as a teacher, if any, also will be terminated for the same reasons.

C. Termination on Expiration Date by LCSC. LCSC may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-3.

D. Termination on Expiration Date by Mr. Robinson. Mr. Robinson may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-7(4).

E. Early Termination upon Mr. Robinson's Death, Total Disability, or Loss of License. This Agreement shall terminate without action of the parties upon the occurrence of the death, total disability (as defined in the LCSC disability insurance policy as applicable to Mr. Robinson) of Mr. Robinson, or the revocation, expiration, or loss of the license required by Section 1.03 of this Agreement.

Section 1.03. Mr. Robinson's License as an Indiana Public School Administrator.

Mr. Robinson shall, at all times during the Employment Term, hold a valid license or certificate evidencing his qualifications to serve as a Public School Administrator of a public school corporation in Indiana. The license required by this Section shall be the license or certification required by Indiana law and the Division of Professional Standards of the Indiana Department of Education. Failure to maintain such a license during the Employment Term shall be considered as cause for the termination of this Agreement pursuant to Section 1.02(b) of this Agreement.

## ARTICLE II
## DUTIES, EXTENT OF SERVICE, AND RELATIONSHIP OF THE PARTIES

Section 2.01. Duties.

During the Employment Term, Mr. Robinson shall serve LCSC as the Assistant Director, Boone-Clinton Joint Services and he shall have such duties as may be prescribed by law and as are assigned to his by the Superintendent of Schools of the LCSC.

Section 2.02. Participation in Meetings and Organizations.

LCSC expects Mr. Robinson, as a condition of his employment, to continue his professional growth and education through participation in appropriate meetings and activities. LCSC agrees to authorize the reasonable amount of release time, within the limitations of the LCSC budget and appropriations for that purpose, for the purpose of permitting Mr. Robinson to attend meetings and activities of the kind deemed necessary to support his professional development and maintain his current knowledge of curriculum, public education administration, and instructional leadership skills.

## ARTICLE III
## COMPENSATION

Section 3.01. Basic Salary.

As payment for all services which Mr. Robinson renders pursuant to this Agreement, LCSC shall pay him a basic salary of Eighty-Five Thousand Seven Hundred Dollars ($85,700) for each Employment Year of this Agreement ("Basic Salary"). This Basic Salary shall be paid in approximately seventeen equal installments. This Basic Salary may be increased by the LCSC, but in no event shall this Basic Salary be reduced during the Employment Term.

Increases in Basic Salary, if any, shall be approved by LCSC retroactive to the beginning of the Employment Year for which the increase is applicable, and shall be based upon Mr. Robinson's performance as Assistant Director, Boone-Clinton Joint Services and upon demonstrated achievement in LCSC in areas such as, but not limited to, knowledge of curriculum, public education administration, and instructional leadership skills.

Upon approval by the Board of School Trustees of the LCSC, any adjustment in Basic Salary under this Section shall constitute an amendment to this Agreement and becomes a part thereof, but shall not be considered as a new agreement or an extension of the Expiration Date of this Agreement.

Section 3.02. ISTRF Employee Contribution & Reporting to ISTRF.

In addition to this compensation for his services as Assistant Director of Boone-Clinton Joint Services provided to Mr. Robinson by this Agreement, LCSC shall make both the minimum employer and employee contribution to the Indiana State Teachers' Retirement Fund.

## ARTICLE IV
## BUSINESS EXPENSES

Section 4.01. Business Expenses.

It is understood that from time to time Mr. Robinson will be expected to incur reasonable and necessary expenses on behalf of LCSC, including but not limited to, meals, travel, and similar expenses. LCSC shall reimburse Mr. Robinson for such reasonable and necessary expenses, provided that records of such expenses are submitted to LCSC in a form and manner acceptable to LCSC, provided further that reimbursement is not prohibited by law or regulation and is subject to the LCSC budget and appropriations for that purpose.

Section 4.02. Technology Support.

LCSC will provide appropriate technology hardware and software for Mr. Robinson to support his professional and contractual obligations. This support will include but not be limited to: office desktop, laptop, business software, and technology support services. LCSC shall pay as additional and add to Basic Salary the sum of $900 annually during the term of this Agreement for his use of his private cell phone in the performance of his duties pursuant to this Agreement. This cell phone allowance is to be paid in two installments, the first no later than December 31st, the second payment will be made on or before June 30th.

Section 4.03. Mileage Allowance.

LCSC shall pay Mr. Robinson as additional and add to Basic Salary the sum of Five Hundred Dollars ($500.00) annually during the term of this Agreement for his use of his private automobile in traveling in the performance of his duties pursuant to this Agreement. This automobile allowance is to be paid in two installments, the first no later than December 31st; the second payment will be made on or before June 30th.

Section 4.04 Total Compensation

Mr. Robinson acknowledges and agrees employer-provided coverage under LCSC's health plan is considered affordable and any employee required contribution of Mr. Robinson is no more than 9.83% (as adjusted annually) of Mr. Robinson's household income. In general, the employee required contribution is Mr. Robinson's cost of enrolling in the least expensive coverage offered by LCSC that provides minimum value. The employee required contribution includes all amounts and compensation paid to Mr. Robinson through salary reduction or otherwise, and takes into account the effects of employer arrangements such as health reimbursement arrangements (HRAs), wellness incentives, flex credits, and opt-out payments. Mr. Robinson also acknowledges and agrees his household income does not fall within a range to qualify his for a premium tax credit and he does not meet the additional IRS requirements to be eligible for any premium tax credit while employed by LCSC.

## ARTICLE VI
## EMPLOYEE BENEFITS

Section 6.01. Life Insurance Coverage.

LCSC shall pay the premium to provide Mr. Robinson with a Seventy-Five Thousand Dollar ($75,000) in group term life insurance coverage during each year of employment.

Section 6.02. Health, Dental, Vision Insurance Coverage.

Mr. Robinson shall be able to apply to participate in the group Health, Dental and/or Vision insurance options offered by LCSC to other employees for $1.00 per year per coverage. If the administrator elects the Employee Only High Deductible Health Plan (HDHP) option, LCSC will contribute $250 monthly toward a Health Savings Account (HSA). If the administrator elects the Employee/Spouse, Employee/Child(ren), or the Family High Deductible Health Plan (HDHP) option, LCSC will contribute $400 monthly toward a Health Savings Account (HSA).

Section 6.025 Retirement within 5 Years Benefit

Mr. Robinson after he has been employed by LCSC for a minimum of 10 years and has determined that he is within five years of retirement from LCSC, may submit a letter stating his decision to retire within five years and then be eligible for the benefit described below. Please note the letter must be submitted no later than June 1 and will become effective with the issuance of Mr. Robinson's next administrative contract during July 1 thru June 30 (i.e. submit by June 1, 2024 in order to be effective July 1, 2024 thru June 30, 2024.

Upon review and approval, LCSC will add to the Mr. Robinson's annual salary the employer's portion of the contribution for the annual group medical, health savings account, dental, and vision coverage that Mr. Robinson is enrolled at the time his letter is submitted by the June 1 deadline. This contribution amount will be based upon the premiums in effect at the time of Mr. Robinson's next administrative contract to be issued beginning on July 1. Mr. Robinson will then become responsible for paying 100% of the premium for coverage under the health plan.

This dollar amount added to Mr. Robinson's salary will stay fixed during the remaining 5 years of his contract. Any increase in the premiums will become the obligation of Mr. Robinson and deducted from his paychecks. After retirement, Mr. Robinson will then be responsible for payment of 100% of the cost and premiums owed for his and any dependent's medical, dental, and vision coverage and any health savings account contribution allowed under IRS rules. In the event, however, Mr. Robinson or any dependent becomes eligible or attempts to claim the premium tax credit on his federal income tax return, he will then reimburse the LCSC any amounts LCSC is required to pay to the IRS because Mr. Robinson claimed the premium tax credit or the IRS determines Mr. Robinson's coverage did not meet the affordability rules.

Section 6.03. Long Term Disability

LCSC shall pay the premium to provide Mr. Robinson with group long-term disability insurance during each year of his employment. Premiums will be added to his basic salary premium deductions will be made on an after-tax basis.

Section 6.04. Professional Development and Conference Attendance.

Mr. Robinson is encouraged to continue to pursue professional development opportunities that are consummate with his contractual obligations and professional performance expectation, subject to approval by the Superintendent of Schools. Reimbursements for expenses and fees will be in accordance with LCSC Administrative Guidelines. Reimbursement will be provided to join and participate in Professional Associations deemed applicable to the position of Assistant Director, Boone-Clinton Joint Services.

Section 6.05. Paid Leave Days.

Mr. Robinson shall be entitled to fourteen (14) days of paid miscellaneous leave days for each employment contract. Unused sick leave days may accumulate in accordance with current LCSC administrative compensation policies. Mr. Robinson is entitled to participate in the Catastrophic Illness Bank in accordance with the guidelines put forth by the LCTA-LCSC Master Contract.

Section 6.06. Conversation of Unused Miscellaneous Leave

Each year, LCSC shall convert any unused accumulated miscellaneous leave day's balance as of June 30th of the current contract year over sixty (60) days. The conversation rate will be at Sixty-five dollars ($65) per day. The converted amount will be deposited into a 403b plan Offered by LCSC and n 403b plan investments as determined by Mr. Robinson. The 403b account will vest after the completion of eight (8) years of service in the LCSC.

ARTICLE VII
SUPPLEMENTAL RETIREMENT BENEFITS

Section 7.01. VEBA.

The LCSC has established a VEBA (Voluntary employees' beneficiary association) trust account for the benefit of Mr. Robinson. The LCSC has established a VEBA (Voluntary employees' beneficiary association) trust account for the benefit of Mr. Robinson. The LCSC will contribute annually to this account according to the following formula:

Years of public education service X $100

Not exceed Two Thousand Dollars ($2,000) annually.

This contribution will be made to the account during the month of July upon completion of the previous contractual obligations. Mr. Robinson must complete eight (8) years of service with Lebanon Community School Corporation and must retire and be of a minimum age of fifty-five (55) to access the funds in the VEBA account.

ARTICLE VIII
NOTICES

Any notice given pursuant to any provision of this Agreement shall be in writing and placed in the United States first-class mail, certified, return receipt requested, addressed to the appropriate party, at the following addresses:

For LCSC: President, Board of Trustees
Lebanon Community Schools
1810 North Grant Street
Lebanon, Indiana 46052

And

For: Mr. William Robinson

Either party may, by giving written notice to the other party, change the address to which notice shall thereafter be sent.

ARTICLE VIII
PROFESSIONAL LIABILITY

LCSC shall defend, hold harmless and indemnify Mr. Robinson from any and all demands, claims, suits, actions and legal proceedings brought against his in his individual or official capacity as an agent or an employee of LCSC, in connection with any matter arising while he was acting within the scope of his employment, to the fullest extent permitted by Ind. Code § 20-26-5-4(17) and Ind. Code §§ 34-13, or a successor statute.

If Mr. Robinson in good faith considers that a conflict exists in regard to the defense of any such claim between his legal position and the legal position of LCSC or other named parties, concurred with by the general counsel for LCSC in writing, Mr. Robinson shall have the right to employ separate legal counsel, in which case LCSC shall indemnify Mr. Robinson for the costs of his legal defense, to the extent permitted by Ind. Code § 20-26-5-4 (17) or a successor statute.

ARTICLE IX
ENTIRE AGREEMENT AND AMENDMENT

This Agreement constitutes the entire agreement between the parties and cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by LCSC and Mr. Robinson. This Agreement replaces and supersedes all prior agreements between the parties.

ARTICLE X
REGULAR TEACHER'S CONTRACT

In accordance with Indiana law, LCSC and Mr. Robinson hereby incorporated by reference in this Agreement all the provisions of the Regular Teacher's Contract, as executed by LCSC and Mr. Robinson on the official form prescribed by the State Superintendent of Public Instruction, for each applicable school year, setting forth the salary and schedule of installment payments for Mr. Robinson for that school year, except those provisions which are not applicable to persons employed as the Assistant Director, Boone-Clinton Joint Services. It is agreed that the Regular Teacher's Contract for any school year shall be revised from time to time, respecting the amount and manner of salary payments, consistent with the provisions of this Agreement, and that any such amendments shall be evidenced by execution of a revised Regular Teacher's Contract for the appropriate school year.

ARTICLE XI
INTERPRETATION & APPLICATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted and applied according to the laws of the State of Indiana.

## ARTICLE XII
## CONTRACT AS A PUBLIC RECORD

The parties understand that this Agreement is a public record under the Indiana Access to Public Records Law, Ind. Code § 5-14-3, and Ind. Code § 20-28-6-2(d), pertaining to teacher contracts generally.

IN WITNESS WHEREOF, LCSC by its Board of School Trustees and Mr. Robinson have executed this Agreement on the day and year first above written.

BOARD OF SCHOOL TRUSTEES
OF THE LEBANON COMMUNITY
SCHOOL CORPORATION

______________________________

______________________________

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______________________________

MR. WILLIAM ROBINSON

______________________________

**ADMINISTRATIVE ADDENDUM TO REGULAR TEACHER'S CONTRACT**

This Addendum to a Regular Teacher's Contract between these parties [jointly the "Agreement"] is made and entered into this 11th day of September, 2023, by and between Lebanon Community School Corporation ("LCSC"), and Mr. Jeremy Rodibaugh. ("Mr. Rodibaugh").

**Recitals**

A. LCSC desires to obtain the benefit of the knowledge and experience of Mr. Rodibaugh by employing him as an Administrator, Lebanon High School for LCSC;

B. Mr. Rodibaugh desires to be employed by LCSC as its Administrator, Lebanon High School.

C. LCSC and Mr. Rodibaugh desire to enter into and to reduce to writing the terms of Mr. Rodibaugh's employment by LCSC, such terms to include, supplement, and modify, where applicable, the Regular Teacher's Contract entered into by LCSC and Mr. Rodibaugh.

NOW THEREFORE, in consideration of the recitals set forth above, and the terms set forth below as mutual promises, it is agreed as follows:

ARTICLE I
EMPLOYMENT AND TERM

Section 1.01. <u>Employment Term</u>.

A. LCSC hereby employs Mr. Rodibaugh as Administrator, Lebanon High School.

B. LCSC and Mr. Rodibaugh here by agree to be employed as an Administrator, Lebanon High School. The term of this Agreement shall from July 1, 2023 ("Effective Date"), and shall continue thereafter until June 30, 2024 ("Expiration Date"), or until such earlier time as the Employment Term is terminated, as provided in Section 1.02 of this

Agreement (the "Employment Term"). Unless otherwise required by text or context, an Employment Year for purposes of this Agreement shall begin July 1 of a year and end on June 30 of the following year. During each Employment Year, Mr. Rodibaugh shall have two hundred and twenty-five (225) working days.

Section 1.02. Termination of This Employment Agreement.

A. Early Termination by Mutual Consent. The parties may terminate this Agreement on any date during the Employment Term, if LCSC and Mr. Rodibaugh mutually consent in writing to such termination.

B. Early Termination by the LCSC. LCSC may terminate this Agreement prior to the Expiration Date of the Employment Term, notwithstanding Mr. Rodibaugh's tenure or permanency status at the time, by employing the procedure set forth in Ind. Code § 20-28-8-3, for any reason specified in Ind. Code § 20-28-7-1, in which event Mr. Rodibaugh's tenure status as a teacher, if any, also will be terminated for the same reasons.

C. Termination on Expiration Date by LCSC. LCSC may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-3

D. Termination on Expiration Date by Mr. Rodibaugh. Mr. Rodibaugh may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-7(4).

E. Early Termination upon Mr. Rodibaugh's Death, Total Disability, or Loss of License. This Agreement shall terminate without action of the parties upon the occurrence of the death, total disability (as defined in the LCSC disability insurance policy as applicable to Mr. Rodibaugh) of Mr. Rodibaugh, or the revocation, expiration, or loss of the license required by Section 1.03 of this Agreement.

Section 1.03. Mr. Rodibaugh's License as an Indiana Public School Administrator.

Mr. Rodibaugh shall, at all times during the Employment Term, hold a valid license or certificate evidencing his qualifications to serve as a Public-School Administrator of a public

school corporation in Indiana. The license required by this Section shall be the license or certification required by Indiana law and the Division of Professional Standards of the Indiana Department of Education. Failure to maintain such a license during the Employment Term shall be considered as cause for the termination of this Agreement pursuant to Section 1.02(b) of this Agreement.

## ARTICLE II
## DUTIES, EXTENT OF SERVICE, AND RELATIONSHIP OF THE PARTIES

Section 2.01. Duties.

During the Employment Term, Mr. Rodibaugh shall serve LCSC as the Administrator, Lebanon High School, and shall have such duties as may be prescribed by law and as are assigned to him by the Superintendent of Schools of the LCSC.

Section 2.02. Participation in Meetings and Organizations.

LCSC expects Mr. Rodibaugh, as a condition of his employment, to continue his professional growth and education through participation in appropriate meetings and activities. LCSC agrees to authorize the reasonable amount of release time, within the limitations of the LCSC budget and appropriations for that purpose, for the purpose of permitting Mr. Rodibaugh to attend meetings and activities of the kind deemed necessary to support his professional development and maintain his current knowledge of curriculum, public education administration, and instructional leadership skills.

## ARTICLE III
## COMPENSATION

Section 3.01. Basic Salary.

As payment for all services which Mr. Rodibaugh renders pursuant to this Agreement, LCSC shall pay him a pro-rated basic salary of Seventy-Four Thousand Seven Hundred Thirty-Three Dollars and thirty-three cents ($74,733.33) for the 2023-2024 Employment Year of this Agreement ("Basic Salary"). This Basic Salary shall be paid in twenty (20) approximately equal installments. This Basic Salary may be increased by the LCSC, but in no event shall this Basic Salary be reduced during the Employment Term.

Increases in Basic Salary, if any, shall be approved by LCSC retroactive to the beginning of the Employment Year for which the increase is applicable, and shall be based upon Mr. Rodibaugh's performance as Administrator, Lebanon High School and upon demonstrated achievement in LCSC in areas such as, but not limited to, knowledge of curriculum, public education administration, and instructional leadership skills.

Upon approval by the Board of School Trustees of the LCSC, any adjustment in Basic Salary under this Section shall constitute an amendment to this Agreement and becomes a part thereof, but shall not be considered as a new agreement or an extension of the Expiration Date of this Agreement.

Section 3.02. <u>ISTRF Employee Contribution & Reporting to ISTRF</u>.

In addition to the other compensation for his services as Administrator of Lebanon High School provided to Mr. Rodibaugh by this Agreement, the LCSC shall make both the minimum employer and employee contribution to the Indiana State Teachers' Retirement Fund.

## ARTICLE IV
## BUSINESS EXPENSES

Section 4.01. <u>Business Expenses</u>.

It is understood that from time to time Mr. Rodibaugh will be expected to incur reasonable and necessary expenses on behalf of LCSC, including but not limited to, meals, travel, and similar expenses. LCSC shall reimburse Mr. Rodibaugh for such reasonable and necessary expenses, provided that records of such expenses are submitted to LCSC in a form and manner acceptable to LCSC, provided further that reimbursement is not prohibited by law or regulation and is subject to the LCSC budget and appropriations for that purpose.

Section 4.02. <u>Technology Support</u>.

LCSC will provide appropriate technology hardware and software for Mr. Rodibaugh to support his professional and contractual obligations. This support will include but not be limited to: office desktop, laptop, business software, and technology support services. LCSC shall pay as additional and add to Basic Salary the sum of $900 annually during the term of this Agreement for his use of his private cell phone in the performance of his duties pursuant to this Agreement. This cell phone allowance is to be paid in two installments, the first no later than December 31st, the second payment will be made on or before June 30th.

Section 4.03. Mileage Allowance.

LCSC shall pay Mr. Rodibaugh as additional and add to Basic Salary the sum of Five Hundred Dollars ($500.00) annually during the term of this Agreement for his use of his private automobile in traveling in the performance of his duties pursuant to this Agreement. This automobile allowance is to be paid in two installments, the first no later than December 31st; the second payment will be made on or before June 30th.

Section 4.04. Total Compensation

Mr. Rodibaugh acknowledges and agrees employer-provided coverage under LCSC's health plan is considered affordable and any employee required contribution of Mr. Rodibaugh is no more than 9.83% (as adjusted annually) of Mr. Rodibaugh's household income. In general, the employee required contribution is Mr. Rodibaugh's cost of enrolling in the least expensive coverage offered by LCSC that provides minimum value. The employee required contribution includes all amounts and compensation paid to Mr. Rodibaugh through salary reduction or otherwise, and takes into account the effects of employer arrangements such as health reimbursement arrangements (HRAs), wellness incentives, flex credits, and opt-out payments. Mr. Rodibaugh also acknowledges and agrees his household income does not fall within a range to qualify him for a premium tax credit and he does not meet the additional IRS requirements to be eligible for any premium tax credit while employed by LCSC.

ARTICLE VI
EMPLOYEE BENEFITS

Section 6.01. Life Insurance Coverage.

LCSC shall pay the premium to provide Mr. Rodibaugh with Seventy-Five Thousand Dollar ($75,000) in group term life insurance coverage during each year of employment.

Section 6.02. Health, Dental, Vision Insurance Coverage.

Mr. Rodibaugh shall be able to apply to participate in the group Health, Dental and/or Vision insurance options offered by LCSC to other employees for $1.00 per year per coverage. If the administrator elects the Employee Only High Deductible Health Plan (HDHP) option, LCSC will contribute $250 monthly toward a Health Savings Account (HSA). If the administrator elects the Employee/Spouse, Employee/Child(ren), or the Family High Deductible Health Plan (HDHP) option, LCSC will contribute $400 monthly toward a Health Savings Account (HSA).

Section 6.025 Retirement within 5 Years Benefit

Mr. Rodibaugh after he has been employed by LCSC for a minimum of 10 years and has determined he is within five years of retirement from LCSC, may submit a letter stating his decision to retire within five years and then be eligible for the benefit described below. Please note the letter must be submitted no later than June 1 and will become effective with the issuance of Mr. Rodibaugh's next administrative contract during July 1 thru June 30 (i.e. submit by June 1, 2023 in order to be effective July 1, 2023 thru June 30, 2024.

Upon review and approval, LCSC will add to Mr. Rodibaughs annual salary the employer's portion of the contribution for the annual group medical, health savings account, dental, and vision coverage that Mr. Rodibaugh is enrolled at the time his letter is submitted by the June 1 deadline. This contribution amount will be based upon the premiums in effect at the time of Mr. Rodibaugh's next administrative contract to be issued beginning on July 1. Mr. Rodibaugh will then become responsible for paying 100% of the premium for coverage under the health plan.

This dollar amount added to Mr. Rodibaugh's salary will stay fixed during the remaining 5 years of his contract. Any increase in the premiums will become the obligation of Mr. Rodibaugh and deducted from his paychecks. After retirement, Mr. Rodibaugh will then be responsible for the payment of 100% of the cost and premiums owed for his and any dependent's medical, dental, and vision coverage and any health savings account contribution allowed under IRS rules.

In the event, however, Mr. Rodibaugh or any dependent becomes eligible or attempts to claim the premium tax credit on his/her federal income tax return, he will then reimburse the LCSC any amounts LCSC is required to pay the IRS because Mr. Rodibaugh claimed the premium tax credit or the IRS determines Mr. Rodibaugh's coverage did not meet the affordability rules.

Section 6.03. Long Term Disability

LCSC shall pay the premium to provide Mr. Rodibaugh with group long-term disability insurance during each year of his employment. Premiums will be added to his basic salary and premium deductions will be made on an after-tax basis.

Section 6.04. Professional Development and Conference Attendance.

Mr. Rodibaugh is encouraged to continue to pursue professional development opportunities that are consummate with his contractual obligations and professional performance expectation, subject to approval by the Superintendent of Schools. Reimbursements for expenses and fees will be in accordance with LCSC Administrative Guidelines. Reimbursement will be provided to join and participate in Professional Associations deemed applicable to the position of Administrator, Lebanon High School.

Section 6.05. Paid Leave Days.

For the term of September 11, 2023 through June 30, 2024 Mr. Rodibaugh shall be entitled to ten (10.5) days of paid miscellaneous leave days. For each subsequent year of employment, Mr. Rodibaugh shall be entitled to fourteen (14) days of paid miscellaneous leave days. Unused sick leave days may accumulate in accordance with current LCSC administrative compensation policies. Mr. Rodibaugh is entitled to participate in the Catastrophic Illness Bank in accordance with the guidelines put forth by the LCTA-LCSC Master Contract.

Section 6.06. Conversion of Unused Miscellaneous Leave

Each year, LCSC shall convert any unused accumulated miscellaneous leave day's balance as of June 30th of the current contract year over sixty (60) days. The conversion rate will be at Sixty-five dollars ($65) per day. The converted amount will be deposited into a 403 (b) plan offered by LCSC and in a 403 (b) plan investments as determined by Mr. Rodibaugh. The 403 (b) account will vest after the completion of eight (8) years of service in the LCSC.

Section 6.07. Reimbursement for Graduate Level Course Credit.

Reimbursement for Graduate level course work will be provided on a 50-50 match per administrative guidelines. Reimbursement for a completed graduate degree will be paid in three annual installments beginning with the year immediately following the date of degree completion. If Mr. Rodibaugh terminates his employment with LCSC prior to receiving full reimbursement within the three-year reimbursement schedule, he will voluntarily forfeit all remaining installments.

## ARTICLE VII
## SUPPLEMENTAL RETIREMENT BENEFITS

Section 7.01. VEBA.

The LCSC will establish a VEBA (Voluntary employees' beneficiary association) trust account for the benefit of Mr. Rodibaugh upon completion of 10 years of public education service. The LCSC will contribute annually to this account according to the following formula:

Years of public education service X $100 .

Not exceed Two Thousand Dollars ($2,000) annually.

This contribution will be made to the account during the month of July upon completion of the previous contractual obligations. Mr. Rodibaugh must complete eight (8) years of service with Lebanon Community School Corporation and must retire and be of a minimum age of fifty-five (55) to access the funds in the VEBA account.

## ARTICLE VIII
## NOTICES

Any notice given pursuant to any provision of this Agreement shall be in writing and placed in the United States first-class mail, certified, return receipt requested, addressed to the appropriate party, at the following addresses:

For LCSC: President, Board of Trustees
Lebanon Community Schools
1810 North Grant Street
Lebanon, Indiana 46052

And

For: Mr. Jeremy Rodibaugh

Either party may, by giving written notice to the other party, change the address to which notice shall thereafter be sent

## ARTICLE VIII
## PROFESSIONAL LIABILITY

LCSC shall defend, hold harmless and indemnify Mr. Rodibaugh from any and all demands, claims, suits, actions and legal proceedings brought against him in his individual or official capacity as an agent or an employee of LCSC, in connection with any matter arising while he was acting within the scope of his employment, to the fullest extent permitted by Ind. Code § 20-26-5-4(17) and Ind. Code §§ 34-13, or a successor statute.

If Mr. Rodibaugh in good faith considers that a conflict exists in regard to the defense of any such claim between his legal position and the legal position of LCSC or other named parties, concurred with by the general counsel for LCSC in writing, Mr. Rodibaugh shall have the right to employ separate legal counsel, in which case LCSC shall indemnify Mr. Rodibaugh for the costs of his legal defense, to the extent permitted by Ind. Code § 20-26-5-4 (17) or a successor statute.

## ARTICLE IX
## ENTIRE AGREEMENT AND AMENDMENT

This Agreement constitutes the entire agreement between the parties and cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by LCSC and Mr. Rodibaugh. This Agreement replaces and supersedes all prior agreements between the parties.

## ARTICLE X
## REGULAR TEACHER'S CONTRACT

In accordance with Indiana law, LCSC and Mr. Rodibaugh hereby incorporated by reference in this Agreement all the provisions of the Regular Teacher's Contract, as executed by LCSC and Mr. Rodibaugh on the official form prescribed by the State Superintendent of Public Instruction, for each applicable school year, setting forth the salary and schedule of installment payments for Mr. Rodibaugh for that school year, except those provisions which are not applicable to persons employed as the Administrator, Lebanon High School. It is agreed that the Regular Teacher's Contract for any school year shall be revised from time to time, respecting the amount and manner of salary payments, consistent with the provisions of this Agreement, and that any such amendments shall be evidenced by execution of a revised Regular Teacher's Contract for the appropriate school year.

ARTICLE XI
INTERPRETATION & APPLICATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted and applied according to the laws of the State of Indiana.

ARTICLE XII
CONTRACT AS A PUBLIC RECORD

The parties understand that this Agreement is a public record under the Indiana Access to Public Records Law, Ind. Code § 5-14-3, and Ind. Code § 20-28-6-2(d), pertaining to teacher contracts generally.

IN WITNESS WHEREOF, LCSC by its Board of School Trustees and Mr. Rodibaugh have executed this Agreement on the day and year first above written.

BOARD OF SCHOOL TRUSTEES
OF THE LEBANON COMMUNITY
SCHOOL CORPORATION

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MR. JEREMY RODIBAUGH

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**ADMINISTRATIVE ADDENDUM TO**
**REGULAR TEACHER'S CONTRACT**

This Addendum to a Regular Teacher's Contract between these parties [jointly the "Agreement"] is made and entered into this 1st day of July, 2023, by and between Lebanon Community School Corporation ("LCSC"), and Mr. Chad Salsman. ("Mr. Salsman").

**Recitals**

A. LCSC desires to obtain the benefit of the knowledge and experience of Mr. Salsman by employing him as Supervisor of Exceptional Learning for LCSC;

B. Mr. Salsman desires to be employed by LCSC as Supervisor of Exceptional Learning.

C. LCSC and Mr. Salsman desire to enter into and to reduce to writing the terms of Mr. Salsman's employment by LCSC, such terms to include, supplement, and modify, where applicable, the Regular Teacher's Contract entered into by LCSC and Mr. Salsman.

NOW THEREFORE, in consideration of the recitals set forth above, and the terms set forth below as mutual promises, it is agreed as follows:

ARTICLE I
EMPLOYMENT AND TERM

Section 1.01. Employment Term.

A. LCSC hereby employs Mr. Salsman as Supervisor of Exceptional Learning.

B. LCSC and Mr. Salsman here by agree to be employed as Supervisor of Exceptional Learning. The term of this Agreement shall from July 1, 2023 ("Effective Date"), and shall continue thereafter until June 30, 2025 ("Expiration Date"), or until such earlier time as the Employment Term is terminated, as provided in Section 1.02 of this Agreement (the "Employment Term"). Unless otherwise required by text or context, an Employment Year for purposes of this Agreement shall begin July 1 of a year and end on June 30 of the following year. During each Employment Year, Mr. Salsman shall have two hundred and twenty (220) working days.

Section 1.02. Termination of This Employment Agreement.

A. Early Termination by Mutual Consent. The parties may terminate this Agreement on any date during the Employment Term, if LCSC and Mr. Salsman mutually consent in writing to such termination.

B. Early Termination by the LCSC. LCSC may terminate this Agreement prior to the Expiration Date of the Employment Term, notwithstanding Mr. Salsman's tenure or permanency status at the time, by employing the procedure set forth in Ind. Code § 20-28-8-3, for any reason specified in Ind. Code § 20-28-7-1, in which event Mr. Salsman's tenure status as a teacher, if any, also will be terminated for the same reasons.

C. Termination on Expiration Date by LCSC. LCSC may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-3

D. Termination on Expiration Date by Mr. Salsman. Mr. Salsman may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-7(4).

E. Early Termination upon Mr. Salsman's Death, Total Disability, or Loss of License. This Agreement shall terminate without action of the parties upon the occurrence of the death, total disability (as defined in the LCSC disability insurance policy as applicable to Mr. Salsman) of Mr. Salsman, or the revocation, expiration, or loss of the license required by Section 1.03 of this Agreement.

Section 1.03. Mr. Salsman's License as an Indiana Public School Administrator.

Mr. Salsman shall, at all times during the Employment Term, hold a valid license or certificate evidencing his qualifications to serve as a Public-School Administrator of a public school corporation in Indiana. The license required by this Section shall be the license or

certification required by Indiana law and the Division of Professional Standards of the Indiana Department of Education. Failure to maintain such a license during the Employment Term shall be considered as cause for the termination of this Agreement pursuant to Section 1.02(b) of this Agreement.

## ARTICLE II
## DUTIES, EXTENT OF SERVICE, AND RELATIONSHIP OF THE PARTIES

Section 2.01. Duties.

During the Employment Term, Mr. Salsman shall serve LCSC as Supervisor of Exceptional Learning, and shall have such duties as may be prescribed by law and as are assigned to him by the Superintendent of Schools of the LCSC.

Section 2.02. Participation in Meetings and Organizations.

LCSC expects Mr. Salsman, as a condition of his employment, to continue his professional growth and education through participation in appropriate meetings and activities. LCSC agrees to authorize the reasonable amount of release time, within the limitations of the LCSC budget and appropriations for that purpose, for the purpose of permitting Mr. Salsman to attend meetings and activities of the kind deemed necessary to support his professional development and maintain his current knowledge of curriculum, public education administration, and instructional leadership skills.

## ARTICLE III
## COMPENSATION

Section 3.01. Basic Salary.

As payment for all services which Mr. Salsman renders pursuant to this Agreement, LCSC shall pay his basic salary of One Hundred Thousand Dollars ($100,000.00) for each Employment Year of this Agreement ("Basic Salary"). This Basic Salary shall be paid in twenty-six (26) approximately equal installments. This Basic Salary may be increased by the LCSC, but in no event shall this Basic Salary be reduced during the Employment Term.

Increases in Basic Salary, if any, shall be approved by LCSC retroactive to the beginning of the Employment Year for which the increase is applicable, and shall be based upon Mr. Salsman's performance as Supervisor of Exceptional Learning and upon demonstrated achievement in LCSC in areas such as, but not limited to, knowledge of curriculum, public education administration, and instructional leadership skills.

Upon approval by the Board of School Trustees of the LCSC, any adjustment in Basic Salary under this Section shall constitute an amendment to this Agreement and becomes a part thereof, but shall not be considered as a new agreement or an extension of the Expiration Date of this Agreement.

Section 3.02. ISTRF Employee Contribution & Reporting to ISTRF.

In addition to the other compensation for his services as Supervisor of Exceptional Learning provided to Mr. Salsman by this Agreement, the LCSC shall make both the minimum employer and employee contribution to the Indiana State Teachers' Retirement Fund.

## ARTICLE IV
## BUSINESS EXPENSES

Section 4.01. Business Expenses.

It is understood that from time to time Mr. Salsman will be expected to incur reasonable and necessary expenses on behalf of LCSC, including but not limited to, meals, travel, and similar expenses. LCSC shall reimburse Mr. Salsman for such reasonable and necessary expenses, provided that records of such expenses are submitted to LCSC in a form and manner acceptable to LCSC, provided further that reimbursement is not prohibited by law or regulation and is subject to the LCSC budget and appropriations for that purpose.

Section 4.02. Technology Support.

LCSC will provide appropriate technology hardware and software for Mr. Salsman to support his professional and contractual obligations. This support will include but not be limited

to: office desktop, laptop, business software, and technology support services. LCSC shall pay as additional and add to Basic Salary the sum of $900 annually during the term of this Agreement for his use of his private cell phone in the performance of his duties pursuant to this Agreement. This cell phone allowance is to be paid in two installments, the first no later than December 31st, the second payment will be made on or before June 30th.

Section 4.03. Mileage Allowance.

LCSC shall pay Mr. Salsman as additional and add to Basic Salary the sum of Five Hundred Dollars ($500.00) annually during the term of this Agreement for his use of his private automobile in traveling in the performance of his duties pursuant to this Agreement. This automobile allowance is to be paid in two installments, the first no later than December 31st; the second payment will be made on or before June 30th.

Section 4.04. Total Compensation

Mr. Salsman acknowledges and agrees employer-provided coverage under LCSC's health plan is considered affordable and any employee required contribution of Mr. Salsman is no more than 9.83% (as adjusted annually) of Mr. Salsman's household income. In general, the employee required contribution is Mr. Salsman's cost of enrolling in the least expensive coverage offered by LCSC that provides minimum value. The employee required contribution includes all amounts and compensation paid to Mr. Salsman through salary reduction or otherwise, and takes into account the effects of employer arrangements such as health reimbursement arrangements (HRAs), wellness incentives, flex credits, and opt-out payments. Mr. Salsman also acknowledges and agrees his household income does not fall within a range to qualify him for a premium tax credit and he does not meet the additional IRS requirements to be eligible for any premium tax credit while employed by LCSC.

## ARTICLE VI
## EMPLOYEE BENEFITS

Section 6.01. Life Insurance Coverage.

LCSC shall pay the premium to provide Mr. Salsman with Seventy-Five Thousand Dollar ($75,000) in group term life insurance coverage during each year of employment.

Section 6.02. Health, Dental, Vision Insurance Coverage.

Mr. Salsman shall be able to apply to participate in the group Health, Dental and/or Vision insurance options offered by LCSC to other employees for $1.00 per year per coverage. If the administrator elects the Employee Only High Deductible Health Plan (HDHP) option, LCSC will contribute $250 monthly toward a Health Savings Account (HSA). If the administrator elects the Employee/Spouse, Employee/Child(ren), or the Family High Deductible Health Plan (HDHP) option, LCSC will contribute $400 monthly toward a Health Savings Account (HSA).

Section 6.025 Retirement within 5 Years Benefit

Mr. Salsman after he has been employed by LCSC for a minimum of 10 years and has determined he is within five years of retirement from LCSC, may submit a letter stating his decision to retire within five years and then be eligible for the benefit described below. Please note the letter must be submitted no later than June 1 and will become effective with the issuance of Mr. Salsman's next administrative contract during July 1 thru June 30 (i.e. submit by June 1, 2024 in order to be effective July 1, 2024 thru June 30, 2025.

Upon review and approval, LCSC will add to Mr. Salsman's annual salary the employer's portion of the contribution for the annual group medical, health savings account, dental, and vision coverage that Mr. Salsman is enrolled at the time his letter is submitted by the June 1 deadline. This contribution amount will be based upon the premiums in effect at the time of Mr. Salsman's next administrative contract to be issued beginning on July 1. Mr. Salsman will then become responsible for paying 100% of the premium for coverage under the health plan.

This dollar amount added to Mr. Salsman's salary will stay fixed during the remaining 5 years of his contract. Any increase in the premiums will become the obligation of Mr. Salsman and deducted from his paychecks. After retirement, Mr. Salsman will then be responsible for the payment of 100% of the cost and premiums owed for his and any dependent's medical, dental, and vision coverage and any health savings account contribution allowed under IRS rules.

In the event, however, Mr. Salsman or any dependent becomes eligible or attempts to claim the premium tax credit on his/her federal income tax return, he will then reimburse the LCSC any amounts LCSC is required to pay the IRS because Mr. Salsman claimed the premium tax credit or the IRS determines Mr. Salsman's coverage did not meet the affordability rules.

Section 6.03. Long Term Disability

LCSC shall pay the premium to provide Mr. Salsman with group long-term disability insurance during each year of his employment. Premiums will be added to his basic salary and premium deductions will be made on an after-tax basis.

Section 6.04. Professional Development and Conference Attendance.

Mr. Salsman is encouraged to continue to pursue professional development opportunities that are consummate with his contractual obligations and professional performance expectation, subject to approval by the Superintendent of Schools. Reimbursements for expenses and fees will be in accordance with LCSC Administrative Guidelines. Reimbursement will be provided to join and participate in Professional Associations deemed applicable to the position of Supervisor of Exceptional Learning.

Section 6.05. Paid Leave Days.

Mr. Salsman shall be entitled to fourteen (14) days of paid miscellaneous leave days for each employment contract. Unused sick leave days may accumulate in accordance with current LCSC administrative compensation policies. Mr. Salsman is entitled to participate in the Catastrophic Illness Bank in accordance with the guidelines put forth by the LCTA-LCSC Master Contract.

Section 6.06. Conversion of Unused Miscellaneous Leave

Each year, LCSC shall convert any unused accumulated miscellaneous leave day's balance as of June 30th of the current contract year over sixty (60) days. The conversion rate will be at Sixty-five dollars ($65) per day. The converted amount will be deposited into a 403 (b) plan offered by LCSC and in a 403 (b) plan investments as determined by Mr. Salsman. The 403 (b) account will vest after the completion of eight (8) years of service in the LCSC.

Section 6.07. Reimbursement for Graduate Level Course Credit.

Reimbursement for Graduate level course work will be provided on a 50-50 match per administrative guidelines. Reimbursement for a completed graduate degree will be paid in three annual installments beginning with the year immediately following the date of degree completion. If Mr. Salsman terminates his employment with LCSC prior to receiving full reimbursement within the three-year reimbursement schedule, he will voluntarily forfeit all remaining installments.

## ARTICLE VII
## SUPPLEMENTAL RETIREMENT BENEFITS

Section 7.01. VEBA.

The LCSC will establish a VEBA (Voluntary employees' beneficiary association) trust account for the benefit of Mr. Salsman upon completion of 10 years of public education service. The LCSC will contribute annually to this account according to the following formula:

Years of public education service X $100

Not exceed Two Thousand Dollars ($2,000) annually.

This contribution will be made to the account during the month of July upon completion of the previous contractual obligations. Mr. Salsman must complete eight (8) years of service with Lebanon Community School Corporation and must retire and be of a minimum age of fifty-five (55) to access the funds in the VEBA account.

## ARTICLE VIII

## NOTICES

Any notice given pursuant to any provision of this Agreement shall be in writing and placed in the United States first-class mail, certified, return receipt requested, addressed to the appropriate party, at the following addresses:

For LCSC: President, Board of Trustees
Lebanon Community Schools
1810 North Grant Street
Lebanon, Indiana 46052

And

For: Mr. Chad Salsman

Either party may, by giving written notice to the other party, change the address to which notice shall thereafter be sent

## ARTICLE VIII
## PROFESSIONAL LIABILITY

LCSC shall defend, hold harmless and indemnify Mr. Salsman from any and all demands, claims, suits, actions and legal proceedings brought against him in his individual or official capacity as an agent or an employee of LCSC, in connection with any matter arising while he was acting within the scope of his employment, to the fullest extent permitted by Ind. Code § 20-26-5-4(17) and Ind. Code §§ 34-13, or a successor statute.

If Mr. Salsman in good faith considers that a conflict exists in regard to the defense of any such claim between his legal position and the legal position of LCSC or other named parties, concurred with by the general counsel for LCSC in writing, Mr. Salsman shall have the right to employ separate legal counsel, in which case LCSC shall indemnify Mr. Salsman for the costs of his legal defense, to the extent permitted by Ind. Code § 20-26-5-4 (17) or a successor statute.

ARTICLE IX
ENTIRE AGREEMENT AND AMENDMENT

This Agreement constitutes the entire agreement between the parties and cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by LCSC and Mr. Salsman. This Agreement replaces and supersedes all prior agreements between the parties.

ARTICLE X
REGULAR TEACHER'S CONTRACT

In accordance with Indiana law, LCSC and Mr. Salsman hereby incorporated by reference in this Agreement all the provisions of the Regular Teacher's Contract, as executed by LCSC and Mr. Salsman on the official form prescribed by the State Superintendent of Public Instruction, for each applicable school year, setting forth the salary and schedule of installment payments for Mr. Salsman for that school year, except those provisions which are not applicable to persons employed as Supervisor of Exceptional Learning. It is agreed that the Regular Teacher's Contract for any school year shall be revised from time to time, respecting the amount and manner of salary payments, consistent with the provisions of this Agreement, and that any such amendments shall be evidenced by execution of a revised Regular Teacher's Contract for the appropriate school year.

ARTICLE XI
INTERPRETATION & APPLICATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted and applied according to the laws of the State of Indiana.

ARTICLE XII
CONTRACT AS A PUBLIC RECORD

The parties understand that this Agreement is a public record under the Indiana Access to Public Records Law, Ind. Code § 5-14-3, and Ind. Code § 20-28-6-2(d), pertaining to teacher contracts generally.

IN WITNESS WHEREOF, LCSC by its Board of School Trustees and Mr. Salsman have executed this Agreement on the day and year first above written.

| BOARD OF SCHOOL TRUSTEES OF THE LEBANON COMMUNITY SCHOOL CORPORATION | MR. CHAD SALSMAN |
|---|---|
| ____________________________ | ____________________________ |
| ____________________________ | |
| ____________________________ | |
| ____________________________ | |
| ____________________________ | |

## ADMINISTRATIVE ADDENDUM TO REGULAR TEACHER'S CONTRACT

This Addendum to a Regular Teacher's Contract between these parties [jointly the "Agreement"] is made and entered into this 1st day of July, 2023, by and between Lebanon Community School Corporation ("LCSC"), and Mrs. Madeline Sandberg. ("Mrs. Sandberg").

**Recitals**

A. LCSC desires to obtain the benefit of the knowledge and experience of Mrs. Sandberg by employing her as the Director, Boone-Clinton Joint Services School;

B. Mrs. Sandberg desires to be employed by LCSC as its Director, Boone-Clinton Joint Services.

C. LCSC and Mrs. Sandberg desire to enter into and to reduce to writing the terms of Mrs. Sandberg's employment by LCSC, such terms to include, supplement, and modify, where applicable, the Regular Teacher's Contract entered into by LCSC and Mrs. Sandberg.

NOW THEREFORE, in consideration of the recitals set forth above, and the terms set forth below as mutual promises, it is agreed as follows:

ARTICLE I
EMPLOYMENT AND TERM

Section 1.01. <u>Employment Term</u>.

A. LCSC hereby employs Mrs. Sandberg as Director, Boone-Clinton Joint Services.

B. LCSC and Mrs. Sandberg hereby agree to be employed as the Director, Boone-Clinton Joint Services. The term of this Agreement shall from July 1, 2023 ("Effective Date"), and shall continue thereafter until June 30, 2025 ("Expiration Date"), or until such earlier time as the Employment Term is terminated, as provided in Section 1.02 of this Agreement (the "Employment Term"). Unless otherwise required by text or context, an

Employment Year for purposes of this Agreement shall begin July 1 of a year and end on June 30 of the following year. During each Employment Year, Mrs. Sandberg shall have two hundred and sixty (260) working days.

Section 1.02. Termination of This Employment Agreement.

A. Early Termination by Mutual Consent. The parties may terminate this Agreement on any date during the Employment Term, if LCSC and Mrs. Sandberg mutually consent in writing to such termination.

B. Early Termination by the LCSC. LCSC may terminate this Agreement prior to the Expiration Date of the Employment Term, notwithstanding Mrs. Sandberg's tenure or permanency status at the time, by employing the procedure set forth in Ind. Code § 20-28-8-3, for any reason specified in Ind. Code § 20-28-7-1, in which event Mrs. Sandberg's tenure status as a teacher, if any, also will be terminated for the same reasons.

C. Termination on Expiration Date by LCSC. LCSC may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-3.

D. Termination on Expiration Date by Mrs. Sandberg. Mrs. Sandberg may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-7(4).

E. Early Termination upon Mrs. Sandberg's Death, Total Disability, or Loss of License. This Agreement shall terminate without action of the parties upon the occurrence of the death, total disability (as defined in the LCSC disability insurance policy as applicable to Mrs. Sandberg) of Mrs. Sandberg, or the revocation, expiration, or loss of the license required by Section 1.03 of this Agreement.

Section 1.03. Mrs. Sandberg's License as an Indiana Public School Administrator.

Mrs. Sandberg shall, at all times during the Employment Term, hold a valid license or certificate evidencing her qualifications to serve as a Public School Administrator of a public school corporation in Indiana. The license required by this Section shall be the license or certification required by Indiana law and the Division of Professional Standards of the Indiana Department of Education. Failure to maintain such a license during the Employment Term shall be considered as cause for the termination of this Agreement pursuant to Section 1.02(b) of this Agreement.

## ARTICLE II
## DUTIES, EXTENT OF SERVICE, AND RELATIONSHIP OF THE PARTIES

Section 2.01. Duties.

During the Employment Term, Mrs. Sandberg shall serve LCSC as the Director, Boone-Clinton Joint Services and she shall have such duties as may be prescribed by law and as are assigned to her by the Superintendent of Schools of the LCSC.

Section 2.02. Participation in Meetings and Organizations.

LCSC expects Mrs. Sandberg, as a condition of her employment, to continue her professional growth and education through participation in appropriate meetings and activities. LCSC agrees to authorize the reasonable amount of release time, within the limitations of the LCSC budget and appropriations for that purpose, for the purpose of permitting Mrs. Sandberg to attend meetings and activities of the kind deemed necessary to support her professional development and maintain her current knowledge of curriculum, public education administration, and instructional leadership skills.

## ARTICLE III
## COMPENSATION

Section 3.01. Basic Salary.

As payment for all services which Mrs. Sandberg renders pursuant to this Agreement, LCSC shall pay her a basic salary of One Hundred Seventeen Thousand Five Hundred Dollars ($117,500.00) for each Employment Year of this Agreement ("Basic Salary"). This Basic Salary shall be paid in approximately twenty-six equal installments. This Basic Salary may be increased by the LCSC, but in no event shall this Basic Salary be reduced during the Employment Term.

Increases in Basic Salary, if any, shall be approved by LCSC retroactive to the beginning of the Employment Year for which the increase is applicable, and shall be based upon Mrs. Sandberg's performance as Director, Boone-Clinton Joint Services and upon demonstrated achievement in LCSC in areas such as, but not limited to, knowledge of curriculum, public education administration, and instructional leadership skills.

Upon approval by the Board of School Trustees of the LCSC, any adjustment in Basic Salary under this Section shall constitute an amendment to this Agreement and becomes a part thereof, but shall not be considered as a new agreement or an extension of the Expiration Date of this Agreement.

Section 3.02. ISTRF Employee Contribution & Reporting to ISTRF.

In addition to the other compensation for her services as Director of Boone-Clinton Joint Services provided to Mrs. Sandberg by this Agreement, the LCSC shall make both the minimum employer and employee contribution to the Indiana State Teachers' Retirement Fund.

## ARTICLE IV
## BUSINESS EXPENSES

Section 4.01. Business Expenses.

It is understood that from time to time Mrs. Sandberg will be expected to incur reasonable and necessary expenses on behalf of LCSC, including but not limited to, meals, travel, and similar expenses. LCSC shall reimburse Mrs. Sandberg for such reasonable and necessary expenses, provided that records of such expenses are submitted to LCSC in a form and manner acceptable to LCSC, provided further that reimbursement is not prohibited by law or regulation and is subject to the LCSC budget and appropriations for that purpose.

Section 4.02. Technology Support.

LCSC will provide appropriate technology hardware and software for Mrs. Sandberg to support her professional and contractual obligations. This support will include but not be limited to: office desktop, laptop, business software, and technology support services. LCSC shall pay as additional and add to Basic Salary the sum of $900 annually during the term of this Agreement for her use of her private cell phone in the performance of her duties pursuant to this Agreement. This cell phone allowance is to be paid in two installments, the first no later than December 31st, the second payment will be made on or before June 30th.

Section 4.03. Mileage Allowance.

LCSC shall pay Mrs. Sandberg as additional and add to Basic Salary the sum of Five Hundred Dollars ($500.00) annually during the term of this Agreement for her use of her private automobile in traveling in the performance of her duties pursuant to this Agreement. This automobile allowance is to be paid in two installments, the first no later than December 31st; the second payment will be made on or before June 30th.

Section 4.04 Total Compensation

Mrs. Sandberg acknowledges and agrees employer-provided coverage under LCSC's health plan is considered affordable and any employee required contribution of Mrs. Sandberg is no more than 9.83% (as adjusted annually) of Mrs. Sandberg's household income. In general, the employee required contribution is Mrs. Sandberg's cost of enrolling in the least expensive coverage offered by LCSC that provides minimum value. The employee required contribution includes all amounts and compensation paid to Mrs. Sandberg through salary reduction or otherwise, and takes into account the effects of employer arrangements such as health reimbursement arrangements (HRAs), wellness incentives, flex credits, and opt-out payments. Mrs. Sandberg also acknowledges and agrees her household income does not fall within a range to qualify her for a premium tax credit and she does not meet the additional IRS requirements to be eligible for any premium tax credit while employed by LCSC.

## ARTICLE VI
## EMPLOYEE BENEFITS

Section 6.01. Life Insurance Coverage.

LCSC shall pay the premium to provide Mrs. Sandberg with a Seventy-Five Thousand Dollar ($75,000) in group term life insurance coverage during each year of employment.

Section 6.02. Health, Dental, Vision Insurance Coverage.

Mrs. Sandberg shall be able to apply to participate in the group Health, Dental and/or Vision insurance options offered by LCSC to other employees for $1.00 per year per coverage. If the administrator elects the Employee Only High Deductible Health Plan (HDHP) option, LCSC will contribute $250 monthly toward a Health Savings Account (HSA). If the administrator elects the Employee/Spouse, Employee/Child(ren), or the Family High Deductible Health Plan (HDHP) option, LCSC will contribute $400 monthly toward a Health Savings Account (HSA).

Section 6.025 Retirement within 5 Years Benefit

Mrs. Sandberg after she has been employed by LCSC for a minimum of 10 years and has determined they she is within five years of retirement from LCSC, may submit a letter stating her decision to retire within five years and then be eligible for the benefit described below. Please note the letter must be submitted no later than June 1 and will become effective with the issuance of Mrs. Sandberg's next administrative contract during July 1 thru June 30 (i.e. submit by June 1, 2024 in order to be effective July 1, 2024 thru June 30, 2025.

Upon review and approval, LCSC will add to the Mrs. Sandberg's annual salary the employer's portion of the contribution for the annual group medical, health savings account, dental, and vision coverage that Mrs. Sandberg is enrolled at the time her letter is submitted by the June 1 deadline. This contribution amount will be based upon the premiums in effect at the time of Mrs. Sandberg's next administrative contract to be issued beginning on July 1. Mrs. Sandberg will then become responsible for paying 100% of the premium for coverage under the health plan.

This dollar amount added to Mrs. Sandberg's salary will stay fixed during the remaining 5 years of her contract. Any increase in the premiums will become the obligation of Mrs. Sandberg and deducted from her paychecks. After retirement, Mrs. Sandberg will then be responsible for payment of 100% of the cost and premiums owed for her and any dependent's medical, dental, and vision coverage and any health savings account contribution allowed under IRS rules. In the event, however, Mrs. Sandberg or any dependent becomes eligible or attempts to claim the premium tax credit on her federal income tax return, she will then reimburse the LCSC any amounts LCSC is required to pay to the IRS because Mrs. Sandberg claimed the premium tax credit or the IRS determines Mrs. Sandberg's coverage did not meet the affordability rules.

Section 6.03. Long Term Disability

LCSC shall pay the premium to provide Mrs. Sandberg with group long-term disability insurance during each year of her employment. Premiums will be added to her basic salary premium deductions will be made on an after tax basis.

Section 6.04. Professional Development and Conference Attendance.

Mrs. Sandberg is encouraged to continue to pursue professional development opportunities that are consummate with her contractual obligations and professional performance expectation, subject to approval by the Superintendent of Schools. Reimbursements for expenses and fees will be in accordance with LCSC Administrative Guidelines. Reimbursement will be provided to join and participate in Professional Associations deemed applicable to the position of Director, Boone-Clinton Joint Services.

Section 6.05. Paid Leave Days.

Mrs. Sandberg shall be entitled to fourteen (14) days of paid miscellaneous leave days for each employment contract. Paid Vacation Days- Twenty (20) paid vacation days per contract year to be used at Employee discretion. Unused sick leave days may accumulate in accordance with current LCSC administrative compensation policies. Mrs. Sandberg is entitled to participate in the Catastrophic Illness Bank in accordance with the guidelines put forth by the LCTA-LCSC Master Contract.

Section 6.06. Conversation of Unused Miscellaneous Leave

Each year, LCSC shall convert any unused accumulated miscellaneous leave day's balance as of June 30th of the current contract year over sixty (60) days. The conversation rate will be at Sixty-five dollars ($65) per day. The converted amount will be deposited into a 403b plan Offered by LCSC and n 403b plan investments as determined by Mrs. Sandberg. The 403b account will vest after the completion of eight (8) years of service in the LCSC.

## ARTICLE VII
## SUPPLEMENTAL RETIREMENT BENEFITS

Section 7.01. VEBA.

The LCSC has established a VEBA (Voluntary employees' beneficiary association) trust account for the benefit of Mrs. Sandberg. The LCSC has established a VEBA (Voluntary employees' beneficiary association) trust account for the benefit of Mrs. Sandberg. The LCSC will contribute annually to this account according to the following formula:

Years of public education service X $100

Not exceed Two Thousand Dollars ($2,000) annually.

This contribution will be made to the account during the month of July upon completion of the previous contractual obligations. Mrs. Sandberg must complete eight (8) years of service with Lebanon Community School Corporation and must retire and be of a minimum age of fifty-five (55) to access the funds in the VEBA account.

ARTICLE VIII
NOTICES

Any notice given pursuant to any provision of this Agreement shall be in writing and placed in the United States first-class mail, certified, return receipt requested, addressed to the appropriate party, at the following addresses:

For LCSC: President, Board of Trustees
Lebanon Community Schools
1810 North Grant Street
Lebanon, Indiana 46052

And

For: Mrs. Madeline Sandberg

Either party may, by giving written notice to the other party, change the address to which notice shall thereafter be sent.

ARTICLE VIII
PROFESSIONAL LIABILITY

LCSC shall defend, hold harmless and indemnify Mrs. Sandberg from any and all demands, claims, suits, actions and legal proceedings brought against her in her individual or official capacity as an agent or an employee of LCSC, in connection with any matter arising while she was acting within the scope of her employment, to the fullest extent permitted by Ind. Code § 20-26-5-4(17) and Ind. Code §§ 34-13, or a successor statute.

If Mrs. Sandberg in good faith considers that a conflict exists in regard to the defense of any such claim between her legal position and the legal position of LCSC or other named parties, concurred with by the general counsel for LCSC in writing, Mrs. Sandberg shall have the right to employ separate legal counsel, in which case LCSC shall indemnify Mrs. Sandberg for the costs of her legal defense, to the extent permitted by Ind. Code § 20-26-5-4 (17) or a successor statute.

## ARTICLE IX
## ENTIRE AGREEMENT AND AMENDMENT

This Agreement constitutes the entire agreement between the parties and cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by LCSC and Mrs. Sandberg. This Agreement replaces and supersedes all prior agreements between the parties.

## ARTICLE X
## REGULAR TEACHER'S CONTRACT

In accordance with Indiana law, LCSC and Mrs. Sandberg hereby incorporated by reference in this Agreement all the provisions of the Regular Teacher's Contract, as executed by LCSC and Mrs. Sandberg on the official form prescribed by the State Superintendent of Public Instruction, for each applicable school year, setting forth the salary and schedule of installment payments for Mrs. Sandberg for that school year, except those provisions which are not applicable to persons employed as the Director, Boone-Clinton Joint Services. It is agreed that the Regular Teacher's Contract for any school year shall be revised from time to time, respecting the amount and manner of salary payments, consistent with the provisions of this Agreement, and that any such amendments shall be evidenced by execution of a revised Regular Teacher's Contract for the appropriate school year.

## ARTICLE XI
## INTERPRETATION & APPLICATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted and applied according to the laws of the State of Indiana.

ARTICLE XII
CONTRACT AS A PUBLIC RECORD

The parties understand that this Agreement is a public record under the Indiana Access to Public Records Law, Ind. Code § 5-14-3, and Ind. Code § 20-28-6-2(d), pertaining to teacher contracts generally.

IN WITNESS WHEREOF, LCSC by its Board of School Trustees and Mrs. Sandberg have executed this Agreement on the day and year first above written.

BOARD OF SCHOOL TRUSTEES
OF THE LEBANON COMMUNITY
SCHOOL CORPORATION

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MRS. MADELINE SANDBERG

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**ADMINISTRATIVE ADDENDUM TO REGULAR TEACHER'S CONTRACT**

This Addendum to a Regular Teacher's Contract between these parties [jointly the "Agreement"] is made and entered into this 21st day of August, 2023, by and between Lebanon Community School Corporation ("LCSC"), and Mrs. Kristen Scott. ("Mrs. Scott").

**Recitals**

A. LCSC desires to obtain the benefit of the knowledge and experience of Mrs. Scott by employing her as an Administrator, Lebanon High School for LCSC;

B. Mrs. Scott desires to be employed by LCSC as its Administrator, Lebanon High School.

C. LCSC and Mrs. Scott desire to enter into and to reduce to writing the terms of Mrs. Scott's employment by LCSC, such terms to include, supplement, and modify, where applicable, the Regular Teacher's Contract entered into by LCSC and Mrs. Scott.

NOW THEREFORE, in consideration of the recitals set forth above, and the terms set forth below as mutual promises, it is agreed as follows:

ARTICLE I
EMPLOYMENT AND TERM

Section 1.01. Employment Term.

A. LCSC hereby employs Mrs. Scott as Administrator, Lebanon High School.

B. LCSC and Mrs. Scott here by agree to be employed as an Administrator, Lebanon High School. The term of this Agreement shall from July 1, 2023 ("Effective Date"), and shall continue thereafter until June 30, 2024 ("Expiration Date"), or until such earlier time as the Employment Term is terminated, as provided in Section 1.02 of this Agreement (the "Employment Term"). Unless otherwise required by text or context, an Employment Year for purposes of this Agreement shall begin July 1 of a year and end on June 30 of the following year. During each Employment Year, Mrs. Scott shall have two hundred and twenty-five (225) working days.

Section 1.02. Termination of This Employment Agreement.

A. Early Termination by Mutual Consent. The parties may terminate this Agreement on any date during the Employment Term, if LCSC and Mrs. Scott mutually consent in writing to such termination.

B. Early Termination by the LCSC. LCSC may terminate this Agreement prior to the Expiration Date of the Employment Term, notwithstanding Mrs. Scott's tenure or permanency status at the time, by employing the procedure set forth in Ind. Code § 20-28-8-3, for any reason specified in Ind. Code § 20-28-7-1, in which event Mrs. Scott's tenure status as a teacher, if any, also will be terminated for the same reasons.

C. Termination on Expiration Date by LCSC. LCSC may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-3

D. Termination on Expiration Date by Mrs. Scott. Mrs. Scott may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-7(4).

E. Early Termination upon Mrs. Scott's Death, Total Disability, or Loss of License. This Agreement shall terminate without action of the parties upon the occurrence of the death, total disability (as defined in the LCSC disability insurance policy as applicable to Mrs. Scott) of Mrs. Scott, or the revocation, expiration, or loss of the license required by Section 1.03 of this Agreement.

Section 1.03. Mrs. Scott's License as an Indiana Public School Administrator.

Mrs. Scott shall, at all times during the Employment Term, hold a valid license or certificate evidencing her qualifications to serve as a Public-School Administrator of a public school corporation in Indiana. The license required by this Section shall be the license or certification required by Indiana law and the Division of Professional Standards of the Indiana

Department of Education. Failure to maintain such a license during the Employment Term shall be considered as cause for the termination of this Agreement pursuant to Section 1.02(b) of this Agreement.

## ARTICLE II
## DUTIES, EXTENT OF SERVICE, AND RELATIONSHIP OF THE PARTIES

Section 2.01. Duties.

During the Employment Term, Mrs. Scott shall serve LCSC as the Administrator, Lebanon High School, and shall have such duties as may be prescribed by law and as are assigned to her by the Superintendent of Schools of the LCSC.

Section 2.02. Participation in Meetings and Organizations.

LCSC expects Mrs. Scott, as a condition of her employment, to continue her professional growth and education through participation in appropriate meetings and activities. LCSC agrees to authorize the reasonable amount of release time, within the limitations of the LCSC budget and appropriations for that purpose, for the purpose of permitting Mrs. Scott to attend meetings and activities of the kind deemed necessary to support her professional development and maintain her current knowledge of curriculum, public education administration, and instructional leadership skills.

## ARTICLE III
## COMPENSATION

Section 3.01. Basic Salary.

As payment for all services which Mrs. Scott renders pursuant to this Agreement, LCSC shall pay her a pro-rated basic salary of Eighty-Two Thousand Three Hundred Thirty-Three Dollars and Thirty-Three cents ($82,333.33) for the 2023-2024 Employment Year of this Agreement ("Basic Salary"). This Basic Salary shall be paid in twenty (22) approximately equal installments. This Basic Salary may be increased by the LCSC, but in no event shall this Basic Salary be reduced during the Employment Term.

Increases in Basic Salary, if any, shall be approved by LCSC retroactive to the beginning of the Employment Year for which the increase is applicable, and shall be based upon Mrs. Scott's performance as Administrator, Lebanon High School and upon demonstrated achievement in LCSC in areas such as, but not limited to, knowledge of curriculum, public education administration, and instructional leadership skills.

Upon approval by the Board of School Trustees of the LCSC, any adjustment in Basic Salary under this Section shall constitute an amendment to this Agreement and becomes a part thereof, but shall not be considered as a new agreement or an extension of the Expiration Date of this Agreement.

Section 3.02. ISTRF Employee Contribution & Reporting to ISTRF.

In addition to the other compensation for her services as Administrator of Lebanon High School provided to Mrs. Scott by this Agreement, the LCSC shall make both the minimum employer and employee contribution to the Indiana State Teachers' Retirement Fund.

## ARTICLE IV
## BUSINESS EXPENSES

Section 4.01. Business Expenses.

It is understood that from time to time Mrs. Scott will be expected to incur reasonable and necessary expenses on behalf of LCSC, including but not limited to, meals, travel, and similar expenses. LCSC shall reimburse Mrs. Scott for such reasonable and necessary expenses, provided that records of such expenses are submitted to LCSC in a form and manner acceptable to LCSC, provided further that reimbursement is not prohibited by law or regulation and is subject to the LCSC budget and appropriations for that purpose.

Section 4.02. Technology Support.

LCSC will provide appropriate technology hardware and software for Mrs. Scott to support her professional and contractual obligations. This support will include but not be limited to: office desktop, laptop, business software, and technology support services. LCSC shall pay as additional and add to Basic Salary the sum of $900 annually during the term of this Agreement for her use of her private cell phone in the performance of her duties pursuant to this Agreement. This cell phone allowance is to be paid in two installments, the first no later than December 31st, the second payment will be made on or before June 30th.

Section 4.03. Mileage Allowance.

LCSC shall pay Mrs. Scott as additional and add to Basic Salary the sum of Five Hundred Dollars ($500.00) annually during the term of this Agreement for her use of her private automobile in traveling in the performance of her duties pursuant to this Agreement. This automobile allowance is to be paid in two installments, the first no later than December 31st; the second payment will be made on or before June 30th.

Section 4.04. Total Compensation

Mrs. Scott acknowledges and agrees employer-provided coverage under LCSC's health plan is considered affordable and any employee required contribution of Mrs. Scott is no more than 9.83% (as adjusted annually) of Mrs. Scott's household income. In general, the employee required contribution is Mrs. Scott's cost of enrolling in the least expensive coverage offered by LCSC that provides minimum value. The employee required contribution includes all amounts and compensation paid to Mrs. Scott through salary reduction or otherwise, and takes into account the effects of employer arrangements such as health reimbursement arrangements (HRAs), wellness incentives, flex credits, and opt-out payments. Mrs. Scott also acknowledges and agrees her household income does not fall within a range to qualify her for a premium tax credit and she does not meet the additional IRS requirements to be eligible for any premium tax credit while employed by LCSC.

## ARTICLE VI
## EMPLOYEE BENEFITS

Section 6.01. Life Insurance Coverage.

LCSC shall pay the premium to provide Mrs. Scott with Seventy-Five Thousand Dollar ($75,000) in group term life insurance coverage during each year of employment.

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Mrs. Scott after she has been employed by LCSC for a minimum of 10 years and has determined she is within five years of retirement from LCSC, may submit a letter stating her decision to retire within five years and then be eligible for the benefit described below. Please note the letter must be submitted no later than June 1 and will become effective with the issuance of Mrs. Scott's next administrative contract during July 1 thru June 30 (i.e. submit by June 1, 2023 in order to be effective July 1, 2023 thru June 30, 2024.

Upon review and approval, LCSC will add to Mrs. Scotts annual salary the employer's portion of the contribution for the annual group medical, health savings account, dental, and vision coverage that Mrs. Scott is enrolled at the time her letter is submitted by the June 1 deadline. This contribution amount will be based upon the premiums in effect at the time of Mrs. Scott's next administrative contract to be issued beginning on July 1. Mrs. Scott will then become responsible for paying 100% of the premium for coverage under the health plan.

This dollar amount added to Mrs. Scott's salary will stay fixed during the remaining 5 years of her contract. Any increase in the premiums will become the obligation of Mrs. Scott and deducted from her paychecks. After retirement, Mrs. Scott will then be responsible for the payment of 100% of the cost and premiums owed for her and any dependent's medical, dental, and vision coverage and any health savings account contribution allowed under IRS rules.

In the event, however, Mrs. Scott or any dependent becomes eligible or attempts to claim the premium tax credit on his/her federal income tax return, she will then reimburse the LCSC any amounts LCSC is required to pay the IRS because Mrs. Scott claimed the premium tax credit or the IRS determines Mrs. Scott's coverage did not meet the affordability rules.

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Section 6.06. Conversion of Unused Miscellaneous Leave

Each year, LCSC shall convert any unused accumulated miscellaneous leave day's balance as of June 30th of the current contract year over sixty (60) days. The conversion rate will be at Sixty-five dollars ($65) per day. The converted amount will be deposited into a 403 (b) plan offered by LCSC and in a 403 (b) plan investments as determined by Mrs. Scott. The 403 (b) account will vest after the completion of eight (8) years of service in the LCSC.

Section 6.07. Reimbursement for Graduate Level Course Credit.

Reimbursement for Graduate level course work will be provided on a 50-50 match per administrative guidelines. Reimbursement for a completed graduate degree will be paid in three annual installments beginning with the year immediately following the date of degree completion. If Mrs. Scott terminates her employment with LCSC prior to receiving full reimbursement within the three-year reimbursement schedule, she will voluntarily forfeit all remaining installments.

## ARTICLE VII
## SUPPLEMENTAL RETIREMENT BENEFITS

Section 7.01. VEBA.

The LCSC will establish a VEBA (Voluntary employees' beneficiary association) trust account for the benefit of Mrs. Scott upon completion of 10 years of public education service. The LCSC will contribute annually to this account according to the following formula:

Years of public education service X $100

Not exceed Two Thousand Dollars ($2,000) annually.

This contribution will be made to the account during the month of July upon completion of the previous contractual obligations. Mrs. Scott must complete eight (8) years of service with Lebanon Community School Corporation and must retire and be of a minimum age of fifty-five (55) to access the funds in the VEBA account.

ARTICLE VIII
NOTICES

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Lebanon Community Schools
1810 North Grant Street
Lebanon, Indiana 46052

And

For: Mrs. Kristen Scott

Either party may, by giving written notice to the other party, change the address to which notice shall thereafter be sent

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PROFESSIONAL LIABILITY

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## ARTICLE IX
## ENTIRE AGREEMENT AND AMENDMENT

This Agreement constitutes the entire agreement between the parties and cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by LCSC and Mrs. Scott. This Agreement replaces and supersedes all prior agreements between the parties.

## ARTICLE X
## REGULAR TEACHER'S CONTRACT

In accordance with Indiana law, LCSC and Mrs. Scott hereby incorporated by reference in this Agreement all the provisions of the Regular Teacher's Contract, as executed by LCSC and Mrs. Scott on the official form prescribed by the State Superintendent of Public Instruction, for each applicable school year, setting forth the salary and schedule of installment payments for Mrs. Scott for that school year, except those provisions which are not applicable to persons employed as the Administrator, Lebanon High School. It is agreed that the Regular Teacher's Contract for any school year shall be revised from time to time, respecting the amount and manner of salary payments, consistent with the provisions of this Agreement, and that any such amendments shall be evidenced by execution of a revised Regular Teacher's Contract for the appropriate school year.

## ARTICLE XI
## INTERPRETATION & APPLICATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted and applied according to the laws of the State of Indiana.

## ARTICLE XII
## CONTRACT AS A PUBLIC RECORD

The parties understand that this Agreement is a public record under the Indiana Access to Public Records Law, Ind. Code § 5-14-3, and Ind. Code § 20-28-6-2(d), pertaining to teacher contracts generally.

IN WITNESS WHEREOF, LCSC by its Board of School Trustees and Mrs. Scott have executed this Agreement on the day and year first above written.

BOARD OF SCHOOL TRUSTEES OF THE LEBANON COMMUNITY SCHOOL CORPORATION

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MRS. KRISTEN SCOTT

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