SIXTH AMENDMENT TO AND RESTATEMENT OF FIRST ADDENDUM TO SUPERINTENDENT'S CONTRACT

THIS SIXTH AMENDMENT TO AND RESTATEMENT OF FIRST ADDENDUM is attached to the Superintendent's Contract dated the 6th day of May, 2014, by and between ***LAKE STATION COMMUNITY SCHOOLS*** (hereinafter called the "Board"), and ***DR. THOMAS L. CRIPLIVER*** (hereinafter called "Superintendent").

WITNESSETH THAT:

WHEREAS, a Superintendent's Contract was entered into by and between the Board and Superintendent pursuant to IC 20-28-6-3 as the regular uniform contract for the employment of teachers pursuant to IC 20-28-6-4(b); and

WHEREAS, the parties entered into a First Addendum to the Contract with additional provisions which are specifically incorporated by reference and made a part hereof of the Contract (the "Addendum");

WHEREAS, the parties entered into a First Amendment to First Addendum to the Contract on March 18, 2015, which contained revised provisions that are specifically incorporated by reference and made a part hereof of the Contract and the Addendum (the "First Amendment");

WHEREAS, the parties entered into a Second Amendment to First Addendum to the Contract on September 1, 2015, which contained revised provisions that are specifically incorporated by reference and made a part hereof of the Contract and the Addendum (the "Second Amendment");

WHEREAS, the parties entered into a Third Amendment to First Addendum to the Contract on December 21, 2016, which contained revised provisions that are specifically incorporated by reference and made a part hereof of the Contract and the Addendum (the "Third Amendment");

WHEREAS, the parties entered into a Fourth Amendment to First Addendum to the Contract on January 10, 2019, which contained revised provisions that are specifically incorporated by reference and made a part hereof of the Contract and the Addendum (the "Fourth Amendment");

WHEREAS, the parties entered in a Fifth Amendment to and Restatement of First Addendum to Superintendent's Contract on August 21, 2019, which contained revised provisions that are specifically incorporated by reference and made a part hereof of the Contract and the Addendum (the "Fifth Amendment and Restatement");

WHEREAS, the parties desire to amend Paragraph 3 of the Fifth Amendment and Restatement entitled "Term", Paragraph 4 of the Fifth Amendment and Restatement entitled "Salary", Paragraph 7 entitled "Insurance"; Paragraph 8 entitled "Retirement Savings Plan"; Paragraph 9 entitled "Paid Vacations", Paragraph 10 entitled "Absence from Work/Illness Leave", and Paragraph 25 entitled "Restoration Stipend".

WHEREAS, the parties further desire to consolidate and restate all of the amendments made as recited above into one document for ease of reference and to eliminate unnecessary confusion.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Addendum is hereby amended by the following restatement and amendment of said Addendum in its entirety as follows:

1. **LICENSING.** At all times herein, the Superintendent shall be the holder of an Indiana Superintendent's license during the term of this Contract.

2. **DUTIES.** The Superintendent shall act as the chief executive officer of the Lake Station Community Schools and will faithfully and dutifully perform all the duties of the Superintendent of the School Corporation which are required by Indiana Law, state regulations, and Lake Station Community Schools' policies.

3. **TERM.** The term for the Superintendent's Contract shall be three (3) years commencing July 1, 2021, and terminating on June 30, 2024. Beginning on July 1, 2024, and on each July 1 thereafter, the Superintendent's Contract shall automatically be extended for an additional one (1) year unless the Board provides the Superintendent with written notice of its intention not to extend the Superintendent's Contract for an additional year on or before January 1st of each year.

4. **SALARY.** The annual salary for the Superintendent, retroactive to July 1, 2021, shall be One Hundred Thirty Thousand Six Hundred Twenty-Five Dollars ($130,625.00). The annual salary rate shall be paid to the Superintendent in installments in accordance with other twelve (12) month employees.

The annual salary for the Superintendent beginning on July 1, 2022, shall be One Hundred Thirty-Four Thousand Five Hundred Forty-Four Dollars ($134,544.00).

Beginning on July 1, 2023, and for each year thereafter, the Superintendent's annual salary shall increase by the average percentage raise provided to the teachers in their Collective Bargaining Agreement. For example, If the teachers do not receive a raise in their Collective Bargaining Agreement, the Superintendent shall not receive a raise. If the teachers receive a three percent (3%) raise in their current Collective Bargaining Agreement, the Superintendent shall receive the same percentage raise (3%), and so forth.

In addition to the above salary, the Board shall pay the Superintendent an additional 3% for the employee share of the contribution to the Indiana State Teachers Retirement Fund (ISTRF) that will then be deducted as the Superintendent's ISTRF contribution.

5. **USE OF CORPORATE VEHICLES.** The Board will provide a vehicle, selected by the Board, for the business and personal use of the Superintendent, and all expenses of the vehicle will be paid for by the Board. Any expenses for the use of the vehicle that are required by IRS regulations will be the responsibility of the Superintendent.

6. **CELL PHONE.** The Board will pay a monthly stipend of $132.00 for a cell phone for the business and personal use of the Superintendent. This amount will be added to the Superintendent's monthly salary payment.

7. **INSURANCE.** The Board, at its sole expense (minus $1.00), shall provide the Superintendent with a medical, dental, and vision health insurance policy during the term of this Contract in accordance with the plan provided for administrators.

After the Superintendent has been employed as the Superintendent of Lake Station Community Schools for six (6) years, and upon the Superintendent's retirement from Lake Station Community Schools (Rule of 85 under the Teacher's Retirement Fund applies), the Superintendent shall be eligible to remain on the aforementioned health insurance policy in accordance with the plan provided for administrators. The Superintendent shall pay to the Board the sum of One Hundred Dollars ($100.00) per month, and the Board shall pay the remainder of the policy premium. Upon the Superintendent reaching the age where he qualifies for Medicare coverage, this provision shall terminate and the Board shall have no further obligation to provide the aforementioned health insurance policy to the Superintendent. Further, if the Superintendent already qualifies for Medicare coverage at his retirement, this provision is void and shall have no further force and effect.

The Board shall provide a Basic Life Insurance policy with a death benefit of Two and One Half (2.5) times his Current Annual Salary, rounded to the next higher One Thousand Dollars ($1,000.00) if not already an even multiple, with a maximum death benefit of Three Hundred Fifty Thousand Dollars ($350,000.00). The Board shall further provide an accidental death/dismemberment benefit of an amount equal to the force Basic Life Insurance amount to a maximum of Three Hundred Fifty Thousand Dollars ($350,000.00). In addition, the Board, at its sole expense (minus $1.00), shall provide the Superintendent with a long-term disability policy.

8. **RETIREMENT SAVINGS PLAN**. The Board shall contribute to a deferred compensation plan (403(b)) account an amount equal to eight percent (8%) of the Superintendent's gross salary for each year he is employed as Superintendent. Such deposits will be made on a monthly basis and accrue in the Superintendent's account. In addition, upon completion of each fifth (5^{th}) year of employment, the Superintendent will receive a "loyalty" payment of Five Thousand Dollars ($5,000.00) into his 403(b) account. If the Superintendent dies, his deferred compensation plan account shall become the property of his estate. The Superintendent shall be vested in this account upon signing the Contract.

The aforementioned payments shall be an annual amount equal to 8% of the following: eight percent (8%) of the total salary plus the cell phone yearly allowance of $1,584.00. The Superintendent acknowledges that the elective deferral will be characterized as wages subject to social security taxes, FICA, and for contributions to the Indiana State Teachers' Retirement Fund.

9. **PAID VACATIONS.** The Superintendent shall be entitled to twenty (20) days with pay each calendar year as vacation time to be taken during the period of July 1 through June 30 of each year. Unused days may accumulate up to sixty (60) days. In addition, the incoming Superintendent will be allowed to transfer forty (40) of his unused vacation days from his present place of employment. Any unused days above sixty (60) accumulated days will be paid before July 1 annually at the rate $300.00/day. At retirement, any accumulated vacation days will be paid at the rate of $200.00/day into the Superintendent's 403(b) account.

10. **ABSENCE FROM WORK/ILLNESS LEAVE.** The Superintendent shall be entitled to be absent from work without loss of compensation on account of illness or quarantine or family or personal business for a total of fifteen (15) days each school year to be used as twelve (12) sick and three (3) personal days.

In addition, the Superintendent will be allowed to transfer up to eighty (80) days of sick leave accumulation from his former employers upon employment, and then transfer thirty (30) additional days per year, until all sick leave from his former employers has been transferred. The Superintendent's leave days are accumulative up to two hundred sixty (260) days. At retirement, the Superintendent will be paid for up to one hundred (100) days of these accumulated sick leave days at the rate of $200.00/day into the Superintendent's 403(b) account.

11. **BEREAVEMENT LEAVE.** A bereavement leave extending for not more than seven (7) consecutive calendar days shall be allowed immediately after the death of spouse, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-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 same home as part of the family. These days will not be deducted from the accumulated sick leave. Bereavement leave for any other relationship must be approved by the Board.

12. **PROFESSIONAL DUES.** The Board shall reimburse the Superintendent for actual expenses involved for appropriate business and professional expenses approved by the Board. Appropriate expenses shall include the cost of membership and participation in state and national professional associations of educational administrators, and expenses related to the Superintendent's attendance at conferences and activities approved by the Board.

The Superintendent will be provided with an appropriate credit card for business use to handle incurred expenses related to his attendance at professional meetings and conferences and for related business responsibilities serving in his role as Superintendent provided all receipts are submitted in a timely manner to the business office.

13. **HEALTH EXAMINATION.** The Board shall provide the Superintendent with a physical examination and related tests, paid for by the Board, every two (2) years. The selection of the physician and health facility shall be determined by the Superintendent. The Board shall be advised by the examining physician of the Superintendent's continued fitness to perform his duties.

14. **WORKERS' COMPENSATION.** If the Superintendent is injured in the line of duty, he shall receive such compensation and expenses as are prescribed by the Workers' Compensation Law of the State of Indiana. The Board will pay the difference between Workers' Compensation and regular salary pro-rated on their daily rate, and this will not be deducted from accumulated sick leave. This benefit will be limited to the qualifying period as stipulated in the disability insurance program.

15. **EVALUATION.** The Board shall evaluate and assess in writing the performance of the Superintendent at least once per year during the term of this Contract. This evaluation and assessment shall be related to the position description of the Superintendent and the goals and objectives of the Board for the year in question.

At least once each fiscal year, the Board and the Superintendent shall meet in executive session for the purpose of mutual evaluation of the performance of the district and the Superintendent. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, the Board shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory.

A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the Superintendent's personnel file. Within thirty (30) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation.

16. **EXTENT OF SERVICES.** The Superintendent shall devote his entire time and energy to his duties as the Lake Station Community Schools' Superintendent and shall not, during the term of this Contract, engage in any other business activity, whether or not such business activity is pursued for gain, profit, or pecuniary advantage, without the prior consent of the Board. The Board will allow the Superintendent to actively engage in any and all activities involved in the North Central Association (AdvancED).

17. **PROFESSIONAL LIABILITY.** The Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims , suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigation, and as such liability coverage is within the authority of the Board to provide under such law. Except that, in no case, will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, and actions and legal proceedings. If, in the good faith

opinion of the Superintendent, conflict exists in regards to the defense to such claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage counsel, in which event the School Corporation shall indemnify the Superintendent for the costs of legal defense as permitted by state law.

18. **NOTICE.** The Superintendent shall notify the Board, in writing, of all inquiries he receives from other school corporations and/or other educational entities concerning his interest in other full-time employment opportunities within ten (10) days of receipt of such inquiries. Likewise, the Superintendent shall notify the Board, in writing, of all inquiries he makes concerning other full-time employment opportunities within ten (10) days of making such inquiries.

19. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the parties and cannot be amended, changed, or modified except upon a written agreement executed by both parties.

20. **WAIVER OF BREACH**. The waiver by the Board of any breach of this Contract by the Superintendent shall not operate or be construed as a waiver of any subsequent breach by the Superintendent.

21. **GOVERNING LAW**. This Contract and all of the terms herein shall be governed by the laws of the State of Indiana.

22. **SAVINGS CLAUSE**. If, during the term of this Contract, it is found that a specific clause of the Contract is illegal in federal or state statute, the remainder of the Contract not affected by such a ruling shall remain in full force and effect.

23. **TERMINATION OF CONTRACT**. This Contract may be terminated prior to the expiration date as prescribed in Indiana Code § 20-28-8-6 through 20-28-8-8. Furthermore, if the Board fails to notify the Superintendent, in writing, delivered in person or by registered mail, that this Contract will not be renewed or extended on or before January 1st of the year in which this Contract expires, it shall be deemed that the Board has extended this Contract for twelve (12) months following the expiration date of the Contract.

24. **STIPEND**. The Superintendent shall automatically be awarded the same stipend as the teachers and/or administrators in a given year pursuant to the terms of the Collective Bargaining Agreement. If no stipend is awarded to the teachers and/or administrators under the Collective Bargaining Agreement, then the Superintendent shall not receive a stipend. This provision is retroactive to the stipend previously awarded to the teachers and administrators in 2016 in the amount of $1,800.00, and the Superintendent shall receive said stipend and any other stipend awarded to the teachers and administrators during the term of this Contract.

25. **RESTORATION STIPEND**. This paragraph was deleted in total, as the stipend was already paid and is no longer applicable.

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment to and Restatement of First Addendum to Superintendent's Contract this 2nd day of May, 2022.

LAKE STATION COMMUNITY SCHOOLS OF LAKE COUNTY, INDIANA

[redacted]

GREG TENORIO, President

[redacted]

BRENT WATTS, Vice President

[redacted]

DAVID WRIGHT, Secretary

[redacted]

LARRY BIGGS, Member

[redacted]

KAREN CURTIS, Member

SUPERINTENDENT:

[redacted]

DR. THOMAS L. GRIPLIVER