

EXTENSION OF CONTRACT ADDENDUM  
WITH  
JEDIAH BEHNY

This Contract Addendum is an extension of the Contract Addendum that was incorporated into the Regular Teacher's Contract between the Charles A. Beard Memorial School Corporation ("School Corporation") and Jediah Behny ("Superintendent") (collectively the "Parties"), effective July 1, 2021. This Contract Addendum, together with the Regular Teacher's Contract, are herein referred to as "the Contract."

Whereas, the current Contract Addendum between the Parties expires June 30, 2026; and

Whereas, Indiana Code 20-28-8-6 permits the School Corporation and the Superintendent to enter into a contract extension for up to five (5) years; and

Whereas, the Parties wish to enter such a contract extension through June 30, 2031;

Now, therefore, in consideration of the mutual covenants contained herein, the School Corporation and Superintendent agree as follows as the terms of this Contract Addendum:

I. Term.

Superintendent hereby accepts continued employment as Superintendent of Schools for a term commencing July 1, 2026, and ending June 30, 2031.

II. Responsibilities of the Superintendent.

The Superintendent shall continue to have charge of the administration of the schools under the direction of the Board. He shall be the Chief Executive Officer of the Corporation and shall perform all duties incident to the office of Superintendent and such other duties as may be prescribed by the Board from time to time. All provisions of Section II of the prior Contract Addendum shall remain in full force and effect.

III. Professional Growth.

The School Corporation shall continue to permit a reasonable amount of time for the Superintendent to participate in professional growth activities deemed appropriate by the Superintendent and shall pay for necessary registration and travel fees and expenses as agreed to in advance.

#### IV. Compensation.

- a. The Superintendent's annual base salary prior to the execution of this Contract Addendum is \$150,000. If the Superintendent's performance is rated effective or highly effective for the 2025-2026 year, the Superintendent's annual base salary for 2026-2027, the first year of this Contract Addendum, shall be One Hundred Fifty-Five Thousand Dollars (\$155,000), payable in accordance with the schedule of salary payments in effect for other certified employees.
- b. If Superintendent's performance is rated effective or highly effective for the preceding year, Superintendent shall be granted a Five Thousand Dollar (\$5,000) salary increase for each subsequent year of this Contract. Fifty percent (50%) of such increase shall be based upon Superintendent's performance rating and fifty percent (50%) shall be based upon Superintendent's additional year of experience.
- c. If the Superintendent is evaluated as effective or highly effective for the preceding year, the Superintendent shall remain eligible for any one-time performance payment or stipend of the same amount or under the same calculation as applied to Corporation teachers with the same performance evaluation rating under performance grant statutes or similar programs.
- d. The School Corporation and the Superintendent may mutually agree to further adjust the salary of the Superintendent during the term of this Contract. However, it shall not be deemed that the Parties have entered into a new contract or that the termination date of the existing Contract has been changed.
- e. The School Corporation shall provide the Superintendent an annual Professional Advancement Stipend in the amount of Ten Thousand Dollars (\$10,000). The stipend shall be paid in full during the month of July of each contract year and shall be treated as taxable compensation separate from base salary.

#### V. Vacation and Other Benefits.

- a. The Superintendent shall be entitled to all benefits applicable to certificated employees as are incidental to their employment relationship with the School Corporation, except to the extent this Contract Addendum establishes a specific type or level of benefit, in which case the provision of this Contract Addendum shall control. These benefits include, but are not limited to, leaves, insurance protection, retirement programs, choice of tax-sheltered annuities, and other certificated employee benefits, except as modified herein. The Superintendent's benefits shall include payment of the

School Corporation and Superintendent's portion of any required teacher retirement contributions.

b. The Superintendent shall receive thirty (30) days of vacation annually.

c. The Board shall provide payment of full premiums for Superintendent's Health/Medical insurance coverage under the School Corporation's group health insurance plan. In addition, the Board shall contribute annually to a Qualified Health Savings Account on behalf of the Superintendent the maximum contribution permitted under federal law for the Superintendent's coverage category, including any applicable catch-up contribution permitted by law. In the first year of the contract, the difference between the new amount and previous amount will be retroactively applied.

d. The School Corporation shall continue to make a per-pay matching contribution to a 403(b) or similar sheltered retirement plan of five percent (5%) of the Superintendent's full salary if the Superintendent makes a like or greater contribution to the eligible plan.

e. The Board shall continue to maintain a VEBA Plan and VEBA account for the Superintendent and shall contribute an amount equal to five percent (5%) of the Superintendent's salary.

f. The Superintendent will be permitted, in December and June of each year of this Contract, to submit a request to the Board to receive payment, at the Superintendent's regular daily rate, for unused vacation days allotted for that contract year only/up to a maximum of 25 days total within each contract year. Such request will be granted, provided the request is submitted by December 15 or June 15 of a particular contract half-year.

g. The Superintendent shall continue to receive a combined mileage and technology stipend of Four Hundred Fifty Dollars (\$450) per month under the same terms previously established.

h. The School Corporation and the Superintendent may mutually agree to adjust the above benefits during the term of this contract. However, it shall not be deemed that the School Corporation and the Superintendent have entered into a new contract or that the termination date of the existing contract has been changed.

#### VI. Professional Liability.

All provisions relating to indemnification and defense of the Superintendent contained in the prior Contract Addendum shall remain in full force and effect.

## VII. Termination of Employment Contract.

a. This employment contract may be terminated by:

- i. Mutual agreement of the Parties;
- ii. Retirement of the Superintendent upon at least 6 months' notice to the Board, which shall be waived if the retirement is due to the Superintendent's medical-documented serious health problem or another reasonably unanticipated reason;
- iii. Total disability, as defined by applicable policy;
- iv. Dismissal for cause as set forth in Indiana Code 20-28-7.5;
- v. Termination without cause by action of the Board.

b. In the event of termination without cause, the Superintendent shall receive severance compensation equal to one (1) full year of the Superintendent's then-current annual base salary, regardless of the time remaining under the Contract term. Such severance compensation shall be paid in a lump sum within thirty-five (35) days of the effective date of separation. This provision shall be interpreted and applied in compliance with Indiana Code 20-28-8-6.

c. Upon separation of employment for any reason, including but not limited to non-renewal, termination without cause, retirement, or voluntary resignation, the Superintendent and eligible dependents shall be permitted to continue participation in the School Corporation's group health, dental, and vision insurance plans for a period of twelve (12) months following the effective date of separation. During such twelve (12) month period, the School Corporation shall pay the premiums at the same rate in effect immediately prior to separation, subject to the terms and conditions of the applicable insurance plans.

d. If the School Corporation does not notify the Superintendent in writing before February 1 of the final year of this Contract that this employment contract will not be extended, this employment contract shall be extended for one (1) year from the termination date set forth in Section I above, or as extended, consistent with Indiana law.

## VIII. Notice.

All notice provisions shall remain as set forth in the prior Contract Addendum.

## IX. Savings Clause.

If, during the term of this Contract, it is found that a specific clause is illegal according to state or federal law, the remainder of the Contract shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the School Corporation has caused this Employment Contract to be approved on its behalf by duly authorized members of its Board of School Trustees, and the Superintendent has approved this Employment Contract effective July 1, 2026.

