

REGULAR TEACHER CONTRACT

Prescribed pursuant to Ind. Code 20-28-6-3 as the regular and uniform contract
for the employment of teachers pursuant to Ind. Code 20-28-6-4(b)

This regular teacher contract ("Contract") is by and between the governing body of the **DECATUR COUNTY COMM SCHOOLS** ("Corporation") and **ROBERT G SMITH JR** ("Teacher"). **ROBERT G SMITH JR** is a teacher as defined in Ind. Code 20-18-2-22.

In exchange for the Teacher's services described below, the Corporation and the Teacher agree that:

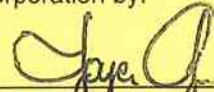
1. The Teacher shall teach in the schools of the Corporation for the school term beginning **August 01, 2022** and ending on **July 31, 2023**. Ind. Code 20-28-6-2(a) (3) (A)
2. The school term described in paragraph 1 immediately above for services under this Contract consists of **220.00** days. Ind. Code 20-28-6-2(a) (3) (B)
3. The number of hours per day the Teacher is expected to work under this Contract is **7.50**. Ind. Code 20-28-6-2(a) (3) (E)
4. The Corporation shall pay the Teacher for services under this Contract the total salary of **\$105,128.10** during the school year. Ind. Code 20-28-6-2(a) (3) (C)
5. The Corporation shall pay this amount in **26** installments on a **Biweekly basis**. Ind. Code 20-28-6-2(a) (3) (D) Ind. Code 20-28-6-5(1)
6. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this **9th** day of **November, 2022**.

Teacher:



School Corporation by:

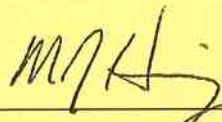


President

Attested:



Superintendent



Secretary

REGULAR TEACHER CONTRACT

Prescribed pursuant to Ind. Code 20-28-6-3 as the regular and uniform contract
for the employment of teachers pursuant to Ind. Code 20-28-6-4(b)

This regular teacher contract ("Contract") is by and between the governing body of the **DECATUR COUNTY COMM SCHOOLS** ("Corporation") and **JEREMY M SHERMAN** ("Teacher"). **JEREMY M SHERMAN** is a teacher as defined in Ind. Code 20-18-2-22.

In exchange for the Teacher's services described below, the Corporation and the Teacher agree that:

1. The Teacher shall teach in the schools of the Corporation for the school term beginning **August 01, 2022** and ending on **July 31, 2023**. Ind. Code 20-28-6-2(a) (3) (A)
2. The school term described in paragraph 1 immediately above for services under this Contract consists of **205.00** days. Ind. Code 20-28-6-2(a) (3) (B)
3. The number of hours per day the Teacher is expected to work under this Contract is **7.50**. Ind. Code 20-28-6-2(a) (3) (E)
4. The Corporation shall pay the Teacher for services under this Contract the total salary of **\$87,180.56** during the school year. Ind. Code 20-28-6-2(a) (3) (C)
5. The Corporation shall pay this amount in **26** installments on a **Biweekly** basis. Ind. Code 20-28-6-2(a) (3) (D) Ind. Code 20-28-6-5(1)
6. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this **9th** day of **November, 2022**.

Teacher:

Jeremy M. Sherman

School Corporation by:

[Signature]
President

Attested:

[Signature]
Superintendent

[Signature]
Secretary

REGULAR TEACHER CONTRACT

Prescribed pursuant to Ind. Code 20-28-6-3 as the regular and uniform contract
for the employment of teachers pursuant to Ind. Code 20-28-6-4(b)

This regular teacher contract ("Contract") is by and between the governing body of the **DECATUR COUNTY COMM SCHOOLS** ("Corporation") and **DEBORAH REYNOLDS** ("Teacher"). **DEBORAH REYNOLDS** is a teacher as defined in Ind. Code 20-18-2-22.

In exchange for the Teacher's services described below, the Corporation and the Teacher agree that:

1. The Teacher shall teach in the schools of the Corporation for the school term beginning **August 01, 2022** and ending on **July 31, 2023**. Ind. Code 20-28-6-2(a) (3) (A)
2. The school term described in paragraph 1 immediately above for services under this Contract consists of **220.00** days. Ind. Code 20-28-6-2(a) (3) (B)
3. The number of hours per day the Teacher is expected to work under this Contract is **7.50**. Ind. Code 20-28-6-2(a) (3) (E)
4. The Corporation shall pay the Teacher for services under this Contract the total salary of **\$112,942.83** during the school year. Ind. Code 20-28-6-2(a) (3) (C)
5. The Corporation shall pay this amount in **26** installments on a **Biweekly basis**. Ind. Code 20-28-6-2(a) (3) (D) Ind. Code 20-28-6-5(1)
6. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this 9th day of **November, 2022**.

Teacher:

Deborah M. Reynolds

School Corporation by:

[Signature]
President

Attested:

S. J. Burns
Superintendent

[Signature]
Secretary

REGULAR TEACHER CONTRACT

Prescribed pursuant to Ind. Code 20-28-6-3 as the regular and uniform contract
for the employment of teachers pursuant to Ind. Code 20-28-6-4(b)

This regular teacher contract ("Contract") is by and between the governing body of the **DECATUR COUNTY COMM SCHOOLS** ("Corporation") and **NICHOLAS JOHN MESSER** ("Teacher"). **NICHOLAS JOHN MESSER** is a teacher as defined in Ind. Code 20-18-2-22.

In exchange for the Teacher's services described below, the Corporation and the Teacher agree that:

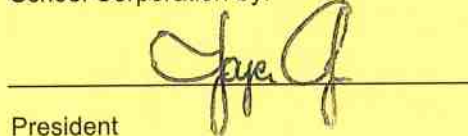
1. The Teacher shall teach in the schools of the Corporation for the school term beginning **August 01, 2022** and ending on **July 31, 2023**. Ind. Code 20-28-6-2(a) (3) (A)
2. The school term described in paragraph 1 immediately above for services under this Contract consists of **205.00** days. Ind. Code 20-28-6-2(a) (3) (B)
3. The number of hours per day the Teacher is expected to work under this Contract is **7.50**. Ind. Code 20-28-6-2(a) (3) (E)
4. The Corporation shall pay the Teacher for services under this Contract the total salary of **\$91,242.32** during the school year. Ind. Code 20-28-6-2(a) (3) (C)
5. The Corporation shall pay this amount in **26** installments on a **Biweekly basis**. Ind. Code 20-28-6-2(a) (3) (D) Ind. Code 20-28-6-5(1)
6. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this **9th** day of **November, 2022**.

Teacher:



School Corporation by:

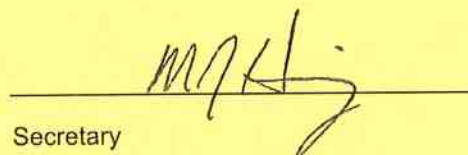


President

Attested:



Superintendent



Secretary

REGULAR TEACHER CONTRACT

Prescribed pursuant to Ind. Code 20-28-6-3 as the regular and uniform contract
for the employment of teachers pursuant to Ind. Code 20-28-6-4(b)

This regular teacher contract ("Contract") is by and between the governing body of the **DECATUR COUNTY COMM SCHOOLS** ("Corporation") and **NICOLE K. STONE** ("Teacher"). **NICOLE K. STONE** is a teacher as defined in Ind. Code 20-18-2-22.

In exchange for the Teacher's services described below, the Corporation and the Teacher agree that:

1. The Teacher shall teach in the schools of the Corporation for the school term beginning **August 01, 2022** and ending on **July 31, 2023**. Ind. Code 20-28-6-2(a) (3) (A)
2. The school term described in paragraph 1 immediately above for services under this Contract consists of **220.00** days. Ind. Code 20-28-6-2(a) (3) (B)
3. The number of hours per day the Teacher is expected to work under this Contract is **7.50**. Ind. Code 20-28-6-2(a) (3) (E)
4. The Corporation shall pay the Teacher for services under this Contract the total salary of **\$105,128.10** during the school year. Ind. Code 20-28-6-2(a) (3) (C)
5. The Corporation shall pay this amount in **26** installments on a **Biweekly basis**. Ind. Code 20-28-6-2(a) (3) (D) Ind. Code 20-28-6-5(1)
6. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this **9th** day of **November, 2022**.

Teacher:

Nicole K Stone

School Corporation by:

[Signature]

President

Attested:

[Signature]

Superintendent

[Signature]

Secretary

REGULAR TEACHER CONTRACT

Prescribed pursuant to Ind. Code 20-28-6-3 as the regular and uniform contract
for the employment of teachers pursuant to Ind. Code 20-28-6-4(b)

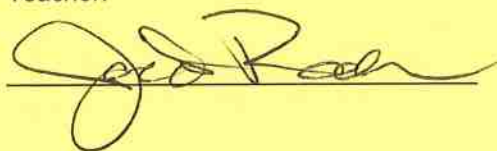
This regular teacher contract ("Contract") is by and between the governing body of the **DECATUR COUNTY COMM SCHOOLS** ("Corporation") and **JACOB K RADER** ("Teacher"). **JACOB K RADER** is a teacher as defined in Ind. Code 20-18-2-22.

In exchange for the Teacher's services described below, the Corporation and the Teacher agree that:


1. The Teacher shall teach in the schools of the Corporation for the school term beginning **August 01, 2022** and ending on **July 31, 2023**. Ind. Code 20-28-6-2(a) (3) (A)
2. The school term described in paragraph 1 immediately above for services under this Contract consists of **205.00** days. Ind. Code 20-28-6-2(a) (3) (B)
3. The number of hours per day the Teacher is expected to work under this Contract is **7.50**. Ind. Code 20-28-6-2(a) (3) (E)
4. The Corporation shall pay the Teacher for services under this Contract the total salary of **\$87,180.56** during the school year. Ind. Code 20-28-6-2(a) (3) (C)
5. The Corporation shall pay this amount in **26** installments on a **Biweekly basis**. Ind. Code 20-28-6-2(a) (3) (D) Ind. Code 20-28-6-5(1)
6. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this **9th** day of **November, 2022**.

Teacher:

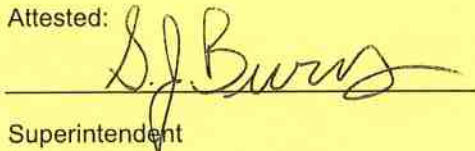


School Corporation by:

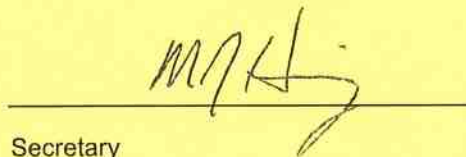


President

Attested:



Superintendent



Secretary

REGULAR TEACHER CONTRACT

Prescribed pursuant to Ind. Code 20-28-6-3 as the regular and uniform contract
for the employment of teachers pursuant to Ind. Code 20-28-6-4(b)

This regular teacher contract ("Contract") is by and between the governing body of the **DECATUR COUNTY COMM SCHOOLS** ("Corporation") and **STEWART W.A. DURHAM** ("Teacher"). **STEWART W.A. DURHAM** is a teacher as defined in Ind. Code 20-18-2-22.

In exchange for the Teacher's services described below, the Corporation and the Teacher agree that:

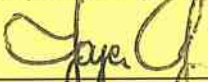
1. The Teacher shall teach in the schools of the Corporation for the school term beginning **July 01, 2022** and ending on **July 31, 2023**. Ind. Code 20-28-6-2(a) (3) (A)
2. The school term described in paragraph 1 immediately above for services under this Contract consists of **230.00** days. Ind. Code 20-28-6-2(a) (3) (B)
3. The number of hours per day the Teacher is expected to work under this Contract is **7.50**. Ind. Code 20-28-6-2(a) (3) (E)
4. The Corporation shall pay the Teacher for services under this Contract the total salary of **\$118,077.40** during the school year. Ind. Code 20-28-6-2(a) (3) (C)
5. The Corporation shall pay this amount in **28** installments on a **Biweekly** basis. Ind. Code 20-28-6-2(a) (3) (D) Ind. Code 20-28-6-5(1)
6. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this **9th** day of **November, 2022**.

Teacher:



School Corporation by:



President

Attested:



Superintendent



Secretary

REGULAR TEACHER CONTRACT

Prescribed pursuant to Ind. Code 20-28-6-3 as the regular and uniform contract
for the employment of teachers pursuant to Ind. Code 20-28-6-4(b)


This regular teacher contract ("Contract") is by and between the governing body of the **DECATUR COUNTY COMM SCHOOLS** ("Corporation") and **ERIC M FOGA** ("Teacher"). **ERIC M FOGA** is a teacher as defined in Ind. Code 20-18-2-22.

In exchange for the Teacher's services described below, the Corporation and the Teacher agree that:

1. The Teacher shall teach in the schools of the Corporation for the school term beginning **August 01, 2022** and ending on **July 31, 2023**. Ind. Code 20-28-6-2(a) (3) (A)
2. The school term described in paragraph 1 immediately above for services under this Contract consists of **205.00** days. Ind. Code 20-28-6-2(a) (3) (B)
3. The number of hours per day the Teacher is expected to work under this Contract is **7.50**. Ind. Code 20-28-6-2(a) (3) (E)
4. The Corporation shall pay the Teacher for services under this Contract the total salary of **\$91,242.32** during the school year. Ind. Code 20-28-6-2(a) (3) (C)
5. The Corporation shall pay this amount in **26** installments on a **Biweekly** basis. Ind. Code 20-28-6-2(a) (3) (D) Ind. Code 20-28-6-5(1)
6. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this **9th** day of **November, 2022**.

Teacher:

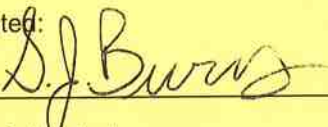


School Corporation by:



President

Attested:



Superintendent



Secretary

REGULAR TEACHER CONTRACT

Prescribed pursuant to Ind. Code 20-28-6-3 as the regular and uniform contract
for the employment of teachers pursuant to Ind. Code 20-28-6-4(b)

This regular teacher contract ("Contract") is by and between the governing body of the **DECATUR COUNTY COMM SCHOOLS** ("Corporation") and **ANGELA G. HOCKER** ("Teacher"). **ANGELA G. HOCKER** is a teacher as defined in Ind. Code 20-18-2-22.

In exchange for the Teacher's services described below, the Corporation and the Teacher agree that:

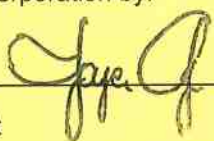
1. The Teacher shall teach in the schools of the Corporation for the school term beginning **August 01, 2022** and ending on **July 31, 2023**. Ind. Code 20-28-6-2(a) (3) (A)
2. The school term described in paragraph 1 immediately above for services under this Contract consists of **220.00** days. Ind. Code 20-28-6-2(a) (3) (B)
3. The number of hours per day the Teacher is expected to work under this Contract is **7.50**. Ind. Code 20-28-6-2(a) (3) (E)
4. The Corporation shall pay the Teacher for services under this Contract the total salary of **\$109,586.40** during the school year. Ind. Code 20-28-6-2(a) (3) (C)
5. The Corporation shall pay this amount in **26** installments on a **Biweekly basis**. Ind. Code 20-28-6-2(a) (3) (D) Ind. Code 20-28-6-5(1)
6. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this **9th** day of **November, 2022**.

Teacher:



School Corporation by:



President

Attested:



Superintendent



Secretary

**ADDENDUM TO THE SUPERINTENDENT'S CONTRACT BETWEEN
Decatur County Community Schools and Dr. Jarrod Burns**

The Board of School Trustees of the Decatur County Community Schools and Dr. Jarrod Burns have entered into a Regular Teacher's Contract for the employment of Dr. Burns as the Superintendent of Schools of the Decatur County Community Schools.

This addendum contract (hereinafter "this Contract") alters the Regular Teacher's contract for the employment of Dr. Jarrod Burns as Superintendent by the Board of School Trustees of the Decatur County Community Schools by consent of the parties in the manner permitted by Indiana law.

The Board and Superintendent now desire to supplement the provisions contained in the contract and agree to the addendum as follows:

1. Parties to this Contract and Definition of Terms

The parties to this Contract are Dr. Jarrod Burns ("Superintendent") and the Board of School Trustees ("Board"), acting as the governing body of the Decatur County Community Schools.

The term "contract year" as used in this Contract means a period beginning on July 1st of one (1) calendar year and concluding on June 30th of the following calendar year.

The term "Master Agreement", as used in this Contract means the contract between the Board and the Decatur County Education Association negotiated pursuant to Indiana law.

2. Employment of Superintendent and Term of Employment

This Contract shall be supplemented with all the benefits provided to teachers pursuant to the Master Agreement and to other administrators employed by the School Corporation provided such benefits are not in conflict with the terms of this Contract.

The Board employs the Superintendent and the Superintendent agrees to be employed by the Board as the Chief Executive Officer of Decatur County Community Schools for a period beginning on July 1, 2021 and concluding on June 30, 2024, subject to the terms of this Contract.

The parties agree that the term of this Contract shall automatically be extended one (1) school year on July 1, 2022 and then each successive July 1 thereafter unless a party gives the other written notice on or before the preceding June 30th that the party does not agree to the automatic extension of this Contract.

The parties agree this shall result in a continuous three (3) year contract, unless one party provides timely written notice to the other. Provided, however, the contract term shall be subject to the provisions of Section 7, Termination of Contract.

3. Indemnification

The Board shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions or legal proceedings brought against her, either in her official capacity as agent or employee of the Board or in her individual capacity, provided the incident arose while he was acting within the scope of her employment with the Board. 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.

4. Duties and Responsibilities of the Superintendent

The parties agree that the duties and responsibilities of the Superintendent are those stated in the (1) Policies of the Decatur County Community Schools, (2) Superintendent's Job Description, and (3) written directives of the Board that are authorized by official Board action. The parties agree that the provisions in the Policies of the Decatur County Community Schools relating to the responsibilities and duties of the Superintendent and the Superintendent's job description are incorporated herein and made a part of this Contract.

The parties to this Contract further agree that the duties performed by the Superintendent pursuant to this Contract constitute a unique position in the School Corporation, and the Superintendent shall therefore not be transferred or reassigned by the Board to another position without the Superintendent's written consent.

The Superintendent is entitled to up to five (5) days per year to lecture, engage in writing activities, speaking engagements, and in other professional activities that represent the Decatur County Community Schools and the State of Indiana, provided no compensation other than a nominal honorarium is received for such activities. The Superintendent may use PTO days or personal leave days to serve as a consultant to other districts or educational agencies, or to provide other compensated professional services, with Board approval.

5. Salary and Benefits

A. Effective July 1, 2021, the Superintendent's initial basic salary for the 2021-2022 school year will be \$161,000, which amount will be subject to increase in future contract years in accordance with the terms of this Contract.

Beginning with the 2022-2023 school year, the Superintendent shall in the Board's sole discretion receive the same base salary increase and/or one-time stipend each contract year at the same dollar amount or percentage as a teacher receiving the highest base salary increase and/or one-time stipend as negotiated in the Master Agreement. Any one-time stipend awarded to the Superintendent during the term of this Contract under this provision will be paid in the form of a lump sum payment that will not become part of the Superintendent's annual base salary.

The Board shall meet annually to review the Superintendent's performance evaluation and compensation. The Board may provide appropriate base salary and/or one-time stipend increases, consistent with the base salary and one-time stipend stipulations set forth herein, based on its assessment of the Superintendent's performance from the prior year.

B. The Corporation shall credit or pay the Superintendent with an additional salary amount of \$9,500 which the Superintendent may, but need not, elect to be contributed to an Internal Revenue Code Section 403(b) plan for each year of employment for the Superintendent.

C. Each Contract year, the Corporation shall credit or pay the Superintendent with an additional salary amount that is equivalent to the maximum annual contribution amount (excluding any catch-up amount) permitted by the Internal Revenue Service (the "IRS") for IRS Section 457 plans for the applicable Contract year, which additional salary amount the Superintendent may, but need not, elect to be contributed to an IRS Section 457 plan.

D. The total of the foregoing amounts in paragraphs 5(A), 5(B) and 5(C) represents the Superintendent's salary as defined by IC 5-10.2-4-3, and such amounts shall be used to determine the average annual compensation defined in IC 5-10.2-4-3 and reported to the Indiana State Teacher Retirement Fund for the Superintendent.

E. The Employer shall pay an amount equal to 3% of the annual base salary each Contract Year, in accordance with all applicable law and account rules, into the Superintendent's VEBA account. Such payments shall be credited to the employee's account in the same manner as for other School Corporation participants. The VEBA shall be fully vested immediately. For purposes of this provision, the 3% VEBA contribution shall be calculated on the annual base salary amount that is in effect under paragraph 5(A) above during the Contract year in which the VEBA contribution is made.

6. Other Terms

A. The Superintendent shall be entitled to 10 personal illness leave days and 5 personal leave days per year. If the personal leave days are not utilized, they will carry over and accumulate as personal illness days.

B. School Corporation shall pay membership dues for the National School Boards Association, the Indiana School Boards Association, ASCD, IASBO, Indiana Association of Public School Superintendents, the Study Council, and the American Association of School Administrators. In addition, the Employer may pay the dues for the appropriate professional affiliations requested by the Superintendent and approved by the Board. Reimbursement shall be made for expenses incurred due to attendance at local and state meetings in the course of his role as Superintendent. In addition to local and state conferences, the Employer shall grant approval for the Superintendent to attend one national professional conference per Contract year if permitted by the budget, thereby paying the Superintendent's expenses. Any expenses due to the accompanying spouse will be the responsibility of the Superintendent.

- C. The Board shall maintain a two hundred fifty thousand dollar (\$250,000) term life insurance policy for the Superintendent.
- D. In each school year, the Superintendent shall be granted 25 paid PTO days. If all PTO days are not utilized in a year, then the Superintendent may carry over and accumulate a maximum of five (5) unused PTO days to the following contract year. The Superintendent's bank of accumulated and unused PTO days shall never exceed five (5) days.
- E. In each school year, the Superintendent shall be granted paid holidays and school breaks as are provided to other central office administrators employed by the School Corporation.
- F. The Superintendent shall be entitled to all other paid or unpaid leave that is required by state or federal law and/or is permitted by the Board's policies then in force authorizing leave for its administrative employees and teachers.
- G. The Superintendent shall be encouraged and allowed to attend professional conferences to enhance the Superintendent's professional skills and knowledge. The Corporation will pay all reasonable expenses for these professional growth activities that are approved by the Board.
- H. The Superintendent may participate in the School Corporation's health insurance plan under the same terms and conditions as teachers who are employed by the School Corporation and participate in the plan.
- I. The School Corporation will pay the Superintendent's employee's share of retirement to the Indiana State Teachers' Retirement fund.

7. **Termination of Contract**

The terms "terminate" and "cancel" may be used interchangeably in this Contract. The parties agree that the three alternative termination provisions set forth in this section 7 of the Contract shall be the sole and exclusive means of canceling both the Superintendent's regular teacher contract and this Addendum prior to their expiration date. Any of the following three alternatives may be utilized by the Board at the Board's sole discretion to terminate the Contract prior to the end of the Contract term:

- a. **Option 1 -- Termination With Cause.** The Board:
- i. initiates cancellation for cause for one or more of the statutory reasons for cancellation of a teacher contract contained in Indiana law, and
 - ii. gives the Superintendent written notice of its intent to cancel the Superintendent's Contract for cause and provides the Superintendent the opportunity to have a hearing before the Board in an official executive session at least ten (10) days before the Board meets in a public meeting to vote on the termination.
 - iii. If the Superintendent requests a hearing with the Board under paragraph (a)(ii) herein, and if the Board would subsequently vote in a public meeting to approve

the termination of the Superintendent's Contracts, then the Board will issue written findings that one or more of the statutory reasons for cancellation of a teacher contract contained in Indiana law exist.

- iv. If the Board votes to cancel the Superintendent's Contract for cause, then the Superintendent shall be entitled to no further salary or benefits unless such compensation is otherwise required to be paid by law.

(b) **Option 2 -- Termination Without Cause.** Any termination of this Contract by the Board without cause prior to the expiration of the Contract term shall be governed by the provisions set forth in this paragraph. If the Board wishes to terminate this Contract without cause, then it must give the Superintendent written notice and, if the superintendent requests a hearing at least ten (10) days before the termination, then the Board must grant the Superintendent a hearing at an official meeting in executive session (if permitted by law) of the Board before voting publicly to terminate the Contract without cause. After providing notice and a hearing (if requested by the Superintendent) as provided for herein, then the Superintendent shall submit her resignation as Superintendent and teacher effective on the cancellation date and the Board of School Trustees will accept such resignation at its next regularly scheduled meeting upon following all contract obligations. The Superintendent and the Board of School Trustees will refer to the reason for such resignation as "philosophical differences", or such other description as the Board and Superintendent shall mutually agree. If the Contract is terminated without cause under this provision, then the Superintendent will be entitled to receive an amount equal to the Superintendent's annual base salary that is in effect at the time of separation (subject to the monetary cap set forth in Indiana Code 20-28-8-6(b)(2)) or the remaining amount of base salary due under the Superintendent's Contract, whichever amount is less.

(c) **Option 3 -- Termination for Loss of Professional License.** The Board receives written notice from the Division of Professional Standards that the Superintendent no longer holds a Superintendent's license from the Indiana Department of Education or receives a certified copy of a court document indicating that the Superintendent was convicted of a crime that is a misdemeanor or a felony. In the event one of these circumstances would occur, the Board may terminate the Superintendent's Contract immediately upon providing written notice to the Superintendent and voting by majority vote to cancel the Superintendent's Contract under this provision. The Superintendent agrees that he waives all statutory and constitutional due process procedures that he would otherwise be entitled to receive by law in the event the Board cancels the Superintendent's Contract pursuant to this provision. If the Board votes to cancel the Superintendent's Contract pursuant to the provisions contained herein in paragraph 7(c), then the Superintendent shall be entitled to no further salary or benefits unless such compensation is otherwise required to be paid by law.

If the Superintendent desires to request this Contract be canceled before the expiration of its term, then the Superintendent must give a sixty (60) day written notice prior to the effective date when such cancellation would become effective. The parties by mutual agreement may shorten or lengthen this notice period.

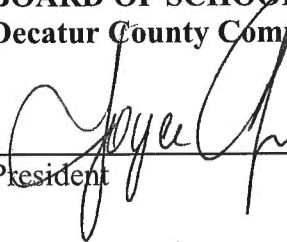
This Contract is executed this 26 day of October 2022. A copy is placed with the Regular Teacher Contract.

The Superintendent and the Board, through duly authorized representation, enter into this Agreement.

SUPERINTENDENT


Dr. Jarrod Burns, Superintendent

**BOARD OF SCHOOL TRUSTEES
Decatur County Community Schools**


President


Secretary