

ADDENDUM TO SUPERINTENDENT'S BASIC CONTRACT

This addendum to the Superintendent's Basic contract entered by and between the Bloomfield School District of Greene County, Indiana, an Indiana School District (hereinafter called the "District") and Jeff Gibboney (hereinafter called "Superintendent"), WITNESSETH:

WHEREAS, the District desired to hire Jeff Gibboney as Superintendent of the Bloomfield School District of Greene County, Indiana, and Jeff Gibboney desires to be hired; and

WHEREAS, the parties desire to fix the terms and conditions of employment.

NOW, therefore, for and in consideration of mutual benefits passing between the parties, it is agreed as follows effective July 1, 2020, by actions of the Board of School Trustees in public session on December 19, 2019.

- 1) **NATURE OF AGREEMENT.** This contract addendum is to the basic contract which is in the form of a Regular Teacher's Contract as provided in I.C. 20-28-8-6 and is incorporated by reference and made a part of the Superintendent's Basic Contract which is executed simultaneously herewith. The terms of this addendum shall prevail over the terms of said Regular Teacher's Contract when in conflict. All contract and Board Policy provisions now and in the future relating to certified employees shall be applied to the benefit of the Superintendent of Schools, except as provided herein. In case of conflict, the provisions of the Superintendent's contract together with this addendum shall prevail.
- 2) **EMPLOYMENT.** The District employs Jeff Gibboney as Superintendent of Schools and Jeff Gibboney agrees to render services in accordance with the terms of this contract.
- 3) **TERM.** This addendum shall be effective July 1, 2020, through June 30, 2023.
- 4) **DUTIES.** The Superintendent shall faithfully perform the duties of Superintendent of Schools and serve as Executive Officer of the School District. He shall perform those duties as they are now or shall be in the future fixed by law and shall perform the duties assigned and prescribed from time to time by the Board of School Trustees.
- 5) **PARTIES RESPONSIBILITIES.**
 - a. **Superintendent.** The Superintendent shall have the full responsibilities of Superintendent of Schools and the District's executive office including but not limited to: (1) the organization, re-organization and arrangement and assignment of the duties of the administrative, supervisory, teaching staff, non-certified staff and independent bus contractors in a manner that best serves the interest of the school District; and (2) the responsibility for all general matters pertinent to business affairs, construction, teacher selection, placement and transfer of teachers and administrative personnel; provided, that in the exercise of such authority and responsibilities, the Superintendent shall consult with and secure approval of the Board of School Trustees of the School District.

- b. Evaluation:** The Superintendent will be evaluated by the District not less often than once per year in accordance with state law. If the evaluation has not occurred by May 1 of the contract year, the Superintendent shall notify the District in writing that the District shall provide the Superintendent with an opportunity to discuss the Superintendent-Board-District relationship prior to June 30.
- 6) **TIME.** The Superintendent shall devote his time, skill, labor and attention to his employment as Superintendent. This contract shall not prevent the Superintendent from engaging in civic or professional work provided that it does not interfere with his school duties.
- 7) **CERTIFICATION.** The Superintendent shall furnish the District throughout the life of this Contract a valid and appropriate certificate issued by the Indiana Department of Education evidencing his qualifications to serve as Superintendent. Also, the Superintendent shall complete a criminal history check and the results of said criminal history check must be satisfactory to the District.
- 8) **SALARY.** The Salary shall be paid at an annual rate of \$101,000 for year 1 of the Contract term, \$103,000 for year 2, and \$105,000 for Year 3. The Year 3 salary shall remain the salary in any subsequent rollover years as described in paragraph 21(b) unless renegotiated between the District and the Superintendent. Any salary renegotiation must be reduced to writing. The Superintendent and the District agree that the scheduled Two Thousand Dollars (\$2,000.00) increase in annual salary each July shall not be paid by the District to the Superintendent if the Teachers do not receive a salary increase during the prior school year.
- 9) **WORK YEAR.** The Superintendent shall be employed on a two hundred sixty (260) workday basis with leave days subtracted from this number of workdays. The Superintendent shall perform his duties at the school's offices in Bloomfield, Indiana, and shall be at the school's offices in Bloomfield, Indiana, in accordance with the School's calendar. The Superintendent is not required to perform his duties at the School's offices in Bloomfield, Indiana, when holidays, vacations, or leave days occur except when unusual circumstances require his presence in the District.
- 10) **HOLIDAYS.** The Superintendent shall be entitled to the same paid holidays as provided to twelve (12) month non-certified personnel. At the time that this Addendum is signed, those holidays are as follows:
- a. July 3 and July 4.
 - b. Labor Day.
 - c. Friday of Apple Festival.
 - d. Fall Vacation Day (1 day in October).
 - e. The day before Thanksgiving.
 - f. Thanksgiving Day.
 - g. The day after Thanksgiving.
 - h. Christmas Eve.
 - i. Christmas Day.
 - j. New Year's Day.
 - k. President's Day.

I. Memorial Day.

In the event a holiday falls on a weekend day, the Superintendent will be entitled to take either the Monday after the holiday or the Friday before the holiday.

11) VACATION DAYS. The Superintendent shall be entitled to twenty (20) paid vacation days each year, which accrue on July 1 each year. Unused vacation days shall not accumulate but shall expire on June 30" of each contract year.

12) SICK DAYS. The Superintendent is granted twelve (12) paid sick days per year. If no sick days are used in a year one (1) additional sick day shall be added to his accumulated sick days. A limit of two hundred twenty-five (225) sick day accumulation is allowed. The Superintendent shall be allowed to transfer five (5) unused leave days per year from his former Employer, Eminence Community Schools.

13) BEREAVEMENT LEAVE. The Superintendent may be absent from work with pay for a death in his or her immediate family for a period not exceeding not five (5) days per occurrence beyond the death. Immediate family is defined as spouse, children, mother, father, step-father, step-mother, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparent or grandchildren. The Superintendent may be absent from work with pay for two (2) days per occurrence for a death of a brother-in-law, sister-in-law, aunt, uncle, niece, or nephew. The Superintendent may be absent from work with pay for one (1) day per occurrence for a death of other family members.

14) PERSONAL BUSINESS DAYS. The Superintendent shall be entitled to four (4) personal business days per contract year for the transaction of personal business or the conduct of personal or civic affairs. Any personal business days not used during the year shall be added to the balance of accumulated sick leave at the beginning of the new contract year.

15) FAMILY ILLNESS LEAVE. The Superintendent shall be entitled to five (5) family illness leave per year to be used in case of illness, surgery, or accident involving immediate family members living within the household. Family illness days do not accumulate.

16) INSURANCE. The Superintendent shall receive family coverage for health and hospitalization, major medical, dental, vision, long term disability, term life insurance in the limits, terms, amounts, conditions and contributions as all other full time teachers. However, the District agrees to provide coverage for HDHP 1/HSA Plan 3, or its equivalent in the event the District changes its insurance group, at the cost of \$1 per Year for Superintendent and agrees to fund the amount of the In Network deductible on July 1st of each Contract Year into the Superintendent's HSA account.

17) RETIREMENT. All of the terms of I.C. 5-10.4-1 et seq., commonly known as the "Indiana Teacher's Retirement Fund Law", shall be in full force and effect with respect to this contract. District agrees to contribute Superintendent's share to the Indiana Teacher's Retirement Fund prior to the establishment of the salary contract amount. The Superintendent shall be provided the same tax-deferred 403(b)-annuity program in the limits, terms, amounts, conditions and contributions as all other full-time teachers pursuant to the master

contract between Board of School Trustees of the Bloomfield School District and the Bloomfield Teachers' Association. In the event that the Superintendent retires while in the employment of the District he may participate in the employee group health insurance plan at his expense until age sixty-five (65) by paying the premium on a monthly basis to the Bloomfield School District.

- 18) **TRAVEL.** The District shall furnish an automobile when available for the Superintendent's use in the discharge of his duties and shall pay the cost of fuel as well as the expense of maintenance of said automobile. In those instances, when an automobile is not available to the Superintendent or at the Superintendent's discretion, the Superintendent will be reimbursed for each mile traveled at the District's adopted rate. The Superintendent shall file itemized expense statements.

- 19) **PROFESSIONAL DEVELOPMENT.** The Superintendent shall make reasonable efforts to keep abreast of educational developments and reforms that pertain to his office or the School District. The Superintendent may attend the annual conferences, conventions, workshops, and meetings of the American Association of Public School Administrators, the Indiana Association of School Boards, and the Indiana Association of Public School Superintendents. All other workshops and conferences shall be subject to Board approval. The District shall pay all reasonable expenses of educational conferences, conventions, seminars and workshops. The District shall pay the membership dues of such organizations.

- 20) **WORK PRODUCTS.** Work Products, including but not limited to, any of the following which were prepared by the Superintendent in written or electronic form, such as correspondence, board reports, graduation documents, dedication documents, and any and all documents, either written or electronic, that reflect action taken on behalf of the school corporation or at the request at the Board of Trustees, produced during the term of this contract shall be the property of the District and shall remain in the possession of the District. Upon termination of this contract, the Superintendent shall be permitted to remove personal objects and files created during his term except all Work Product shall remain. The President of the Board of School Trustees, the Administrative Assistant to the Superintendent, the Board of Trustees, and the Superintendent shall ensure that all Work Product is retained by the District.

- 21) **TERMINATION OF CONTRACT.** This Contract terminates pursuant to I.C. 20-28-8-7 on the following dates and under the following conditions only:
 - (1) On any date, if the governing body and the Superintendent mutually consent.

 - (2) Before the expiration date set forth in the contract, if the governing body terminates the contract;
 - (A) for cause under a statute that sets forth causes for dismissal of teachers, if the superintendent is licensed under IC 20-28-5; or
 - (B) for:
 - (i) immorality;
 - (ii) misconduct in office;

- (iii) incompetency; or
- (iv) willful neglect of duty;

if the superintendent is not licensed under IC 20-28-5.

However, the governing body must give the superintendent proper notice and, if the superintendent requests a hearing at least ten (10) days before the termination, must grant the superintendent a hearing at an official meeting of the governing body.

(3) On the expiration date set forth in the contract, if the governing body not later than January 1 of the year in which the contract expires gives notice to the superintendent in writing, delivered in person or by registered mail.

(4) On the expiration date set forth in the contract, if the superintendent not later than January 1 of the year in which the contract expires gives proper notice in writing to the governing body.

22) HOLD HARMLESS. The District 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 of the District provided the incident arose while the Superintendent was legally acting within the scope of his employment. If, the District and the Superintendent agree that the conflict exists as regards to the defense of such claim between the legal position of the Superintendent and the legal position of the District, then the Superintendent, except in situations where he is acting legally, may engage counsel in which event the District shall indemnify the Superintendent for reasonable costs of legal defense.

23) FORCE AND EFFECT. This contract shall continue in full force and effect for its term unless altered or rescinded for a new one at any time by mutual consent of the parties hereto. Consent shall be in writing and be consistent with I.C. 20-28-8-6 through 20-28-8-8.

24) SEVERABLE. The validity or unenforceability of any provisions shall in no way affect the validity or enforcement of any other provisions.

25) WAIVER. Except as to statutory requirements, failure to insist upon strict compliance with any of the terms, covenants, or conditions shall not be a waiver of the term, covenant or condition, or shall any waiver or relinquishment of any right of power at any time or more times be a waiver or relinquishment of the right or power at any other time or times.

26) CANCELLATION. Nothing in this contract shall preclude cancellation of this contract by mutual consent of the parties with or without prior notice.

Amendments or repeal of any Indiana Code provisions to which specific reference is made herein shall not vary the terms hereof unless such amendments replacing a repealed cited code provisions shall by their terms require immediate application of their provisions. In case of a repealed provision without a new enactment replacing a repealed statute or statutes as herein referred to, the cited statutes shall be applied to this agreement the same as if no repeal of the cited provision or provisions had occurred.

27. DEFINITIONS. The terms "annual" or "year" shall mean the school year period of July 1 through June 30, unless otherwise stated.

IN WITNESS WHEREOF, and pursuant to the actions taken by the Board of School Trustees at a public session on December 19, 2019, the parties hereunto set their hands and seals, in duplicate, this 19th day of December, 2019.

BLOOMFIELD SCHOOL DISTRICT OF
GREENE COUNTY, INDIANA

By: _____
Terry Wade, President

ATTEST:

Darren Burch, Secretary

Jeff Gibboney, Superintendent