**SUPERINTENDENT’S CONTRACT ADDENDUM**

This Contract Addendum, a supplemental contract to the Regular Teacher’s Contract form, is made and entered into this 1st day of July, 2024, by and between the Board of School Trustees of the Frontier School Corporation, hereinafter designated as the “Board” and Frederick Unsicker, hereinafter designated as “Superintendent”.

**WHEREAS**, the Board needs and desires to employ Frederick Unsicker to fulfill the duties of the Superintendent of Schools of the Frontier School Corporation, and

**WHEREAS**, the Board and Frederick Unsicker believe that a written employment contract which supplements the Regular Teacher’s Contract form is necessary to describe specifically their relationship and to serve as a basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational program of the Frontier School Corporation, and

**WHEREAS**, Frederick Unsicker has consented to fulfill the duties of the Superintendent of Schools during the period as set out below.

**NOW, THEREFORE, BE IT RESOLVED**, That the Board and Frederick Unsicker herein specify and agree as follows:

1. **Parties to this contract and Definition of Terms:** The parties to this contract are the:
   1. “Superintendent” meaning Frederick Unsicker; and
   2. “Board” meaning the Board of School Trustees acting as the governing body of the Frontier School Corporation.
   3. The term “school year” as used in this Addendum means a period beginning on July 1st of one calendar year and concluding on June 30th of the next calendar year.
2. **Term.** The Board hereby employs and Frederick Unsicker accepts employment as Superintendent of Schools of the Frontier School Corporation for a term of three (3) years commencing July 1, 2024, and ending on June 30, 2027.  The parties agree that the term of this Contract shall automatically be extended one (1) school year on June 30, 2025, effective the next day on July 1st, and then each successive June 30th, unless a party gives the the other written notice on or before the proceeding January 1st, that the party does not agree to the automatic extensions 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.  Frederick Unsicker will serve as successor Superintendent from July 1, 2024 through December 31, 2024.  He will assume the Superintendent’s position on January 1, 2025.

                          The parties further understand that any early termination of this Agreement is subject to

                          the buyout severance limitations set forth in Indiana Code IC 20-28-8 et seq.  The parties

                          agree that the Superintendent shall provide services on two hundred sixty (260) days

                          during each school year.  These work days shall be provided in accordance with a

                          schedule of work days established by the Superintendent so as to ensure the full and

                          competent  performance of the duties of Superintendent of Schools set forth in Paragraph

                          3.  The two hundred sixty (260) work days shall include sick leave days pursuant to

                          Paragraph 6-c of this Addendum and any other paid leave pursuant to Paragraphs a, b,

                          d, and e of this Addendum.  The Superintendent shall devote the Superintendent’s time,

                          attention, and energy to the business of the District.

1. **Duties**.  Frederick Unsicker, in consideration of this Contract Addendum, will serve as Superintendent of Schools.  The Superintendent is responsible for and shall perform those functions as specified in the job description for the position for which the Superintendent is hereby employed, as such may be amended from time to time  by the Board.  The Superintendent shall be responsible to, and shall be subject to, the direct supervision and evaluation of the Board.  The Superintendent is also responsible for complying with all directives of the Board which are authorized by official Board action.  In addition, the Superintendent shall, during the term of this Addendum, hold and maintain such state licenses and certifications as may be applicable or required, and shall devote his full working time to the performance of his duties as Superintendent.  If the Superintendent desires to engage in outside employment or consulting, then he agrees he will not do so without obtaining prior Board approval.
2. **Evaluation.** The Board will review the Superintendent’s performance no less than annually.  The Superintendent will not receive any raise or increment for the following year if his performance is designated as “Improvement Necessary” or “Ineffective”.  Without written notice to the contrary, prior to January 1st of each contract year, the Superintendent’s contract shall be reviewed for purposes of a performance review to communicate goals that are mutually acceptable to the Board and the Superintendent.
3. **Salary.**
   1. Base Salary.  The Board shall pay the Superintendent an initial annual salary of $120,000.00 effective July 1, 2024.  The Board and the Superintendent may mutually agree to adjust the compensation of the Superintendent during the term of this Agreement, but in no event shall such compensation be less than the amount stated above.  Any such adjustment in compensation shall be in the form of an amendment to this Agreement and shall become a part of this Agreement, but such adjustment shall not be deemed to have created a new Agreement or modified the termination date of this Agreement.  The Superintendent shall be paid in twenty-four (24) equal semi-monthly installments on a schedule fixed for all employees of the Corporation.
   2. Performance Bonus.  For each year of this contract, the Superintendent will be eligible to receive a performance pay stipend of one thousand five hundred dollars ($1,500.00) per goal for achieving any or all of the following goals:

1. The School Corporation obtains and/or receives an “A” School Accountability Grade; and/or

2.  The School Corporation’s current school year enrollment increases over the prior school year enrollment by at least four (4) students; and/or

3.  The School Corporation realized a savings of at least one and one half percent (1.5%) in operational costs, including but not limited to the electricity costs, natural gas costs, or other operational costs identified by the Board.

1. Teacher Appreciation Grant.  In the event teachers employed by the Frontier School Corporation qualify for a teacher appreciation grant pursuant to the requirements of Indiana Code IC 20-43-10-3.5, and in the event the Superintendent receives and evaluation rating of effective or highly effective, the Superintendent shall be eligible to receive the same one-time stipend in the same amount as an eligible teacher who receives the same evaluation rating as the Superintendent.
2. **Benefits.**
3. Vacation Leave Days. In each school year, the Superintendent shall be granted twenty (20) paid vacation days.  These days must be taken in not less than one-half (½) day increments.
4. Personal Leave Days.  In each school year,the Superintendent shall be granted five (5) paid personal leave days.  Unused personal leave will roll over to the next school year, but at no time will exceed five (5) days total personal leave for a school year.  Any personal days exceeding the maximum of five (5) will roll over into sick days.  All unused personal days at the end of any school year shall be transferred into the Superintendent’s unused sick leave accumulation, up to a maximum of two hundred (200) days.  The Board shall contribute the sum of forty dollars ($40.00) per day of unused sick leave days in excess of the two hundred (200) day cap, up to a maximum of ten (10) days per school year, into the Superintendent’s Section 401(a) account.
5. Sick Leave.  In each school year,  the Superintendent shall be granted ten (10) sick leave days up to a maximum accumulation of two hundred (200) days.  In the event the Superintendent has accumulated more than thirty (30) unused sick leave days, the Board shall buy back not more than ten (10) unused sick leave days per year at a rate of forty dollars ($40.00) per day.  Funds from such buy back will be deposited into the Superintendent’s Section 401(a) account.
6. Bereavement Leave.  The Superintendent shall receive seven (7) consecutive calendar days of paid bereavement leave commencing with the date of death of a member of the immediate family.  For purposes of this paragraph, “immediate family” includes: father, mother, brother, sister, husband, wife, child, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandchild, grandparent, or any relative who at the time of death was living as a member of the household of the employee. Special considerations may be made for special relationships not covered in the regulation but falling within its intent.
7. Paid Holidays.  The Superintendent shall be compensated for the following paid holidays:
8. Labor Day
9. Thanksgiving (2 Day)
10. Christmas Holiday (2 Days)
11. New Year’s Holiday (2 Days)
12. Spring Break (1 Day)
13. Memorial Day
14. Independence Day

f.   Insurance.  The Superintendent may participate in the School Corporation’s

     medical, dental, vision, life, and long-term disability insurance plans.  The

     Board will  pay up to twenty-two thousand five hundred dollars ($22,500.00)

     per year toward the Superintendent’s insurance benefits. The Superintendent

     may use this amount to fund and pay for the qualified benefits selected under

     a plan described in Section 125 of the Internal Revenue Code (the “Code”)

     and may contribute this sum to the School Corporation’s Section 125 Flexible

     Spending Plan in order to pay for the premiums of the selected insurance

     programs.  Additionally, the Superintendent may elect to contribute any

     remaining funds to the 403(b) account..

g.  Section 401(a) Contribution.  The Board shall contribute an amount

     equal to one and one-half percent(1.5%) of the Superintendent’s total salary

     each school year into a Section 401(a) account for the Superintendent. Such

     contributions shall be credited to the Superintendent’s Section 401(a) account

     in the same manner as for other School Corporation participants.

h.  Cellular Phone and Internet Device. The Superintendent is required, and it is

     essential for the performance of the Superintendent’s duties, to have a cell

     phone and cell phone service with both voicemail and email capacity and an

     internet data device.  The Board will pay the Superintendent five hundred

     dollars ($500.00) per year for the use of his personal cell phone and

     internet data device.  Semi-annual payments will be made in June and

     December each year.

i.   INPRS Employee Contribution.  In addition to the other consideration

     provided to the Superintendent by this Contract, the Board shall make any

     contribution to the Indiana Public Employee Retirement System that would

     otherwise be required to be paid by the Superintendent in accordance with his

     date of hire.  All payments to the Superintendent subject to federal income tax

     and the Superintendent’s contribution to the Indiana Public Employee

     Retirement System shall be included in the Superintendent’s salary for

     purposes of the Indiana Public Employee Retirement System.

j.   Professional Dues and Conferences.  The Board will pay in full the dues for

     the  Superintendent for the cost of membership and participation in the

     Indiana Association of School Superintendents and the Indiana Association of

     School Business Officials.

k.  Mileage Reimbursement.  If the Superintendent uses his/her personal vehicle

     for school business, the Board will reimburse the Superintendent at the

     mileage reimbursement rate paid to all other school employees.

l.  Other Benefits.  Unless otherwise provided for in this Addendum, the

    Superintendent shall be entitled to all benefits provided to the teachers

    pursuant to the terms of the collective bargaining between the Frontier School

    Corporation and the Frontier Classroom Teachers Association.

m.  Medical Examination.  In light of the unique nature of the professional duties

      of Superintendent of Schools, the School Corporation shall, at its expense,

      provide to the Superintendent a complete medical examination of

      Superintendent, including a vision examination, once each year.  Any portion

      of the physical examination not covered by health insurance should be paid

      by the Superintendent and then submitted to the Board for reimbursement.

n.   Moving Allowance.   If the Superintendent relocates his residency within the

      School Corporation’s boundaries within the first twelve (12) months of the

      contract, Frontier School Corporation will reimburse the Superintendent for

      moving expenses up to a maximum of four thousand dollars ($4,000.00).  If

      the Superintendent relocates outside the school corporation’s boundaries,

      Frontier School Corporation will reimburse the Superintendent for moving

      expenses up to a maximum of one thousand five hundred dollars ($1,500.00)

**7.  Defense and Indemnification for Acts of Superintendent as Superintendent.** The Board agrees to provide the Superintendent with legal counsel selected and paid for by the Board, to defend, indemnify and hold the Superintendent harmless for all claims, demands and judgements arising out of the performance of the duties within the scope of his employment to the fullest extent permitted by law.  The provisions of this paragraph exclude criminal conduct or any other conduct that is outside the scope of the Superintendent’s duties.

8. **Interpretation of Contract.** This Agreement shall be construed to be an Addendum

                          to an Indiana Regular Teacher’s Contract executed between the parties as required by

                          applicable law, except that any monetary consideration set forth in this Agreement is to

                          be considered an addendum and supersedes any conflicting terms or conditions set forth

                          in the Regular Teacher’s Contract.

9.  **Severability.** This Addendum is governed by the laws of the State of Indiana, and

                          shall be subject to the provisions of any applicable state law concerning the terms and

                          conditions of an employment between a public school corporation and its superintendent.

                          If, during the term of the Addendum, any specific clause or provision thereof is

                          determined to be illegal or conflict with state or federal law, the illegal or conflicting

                          provision shall be deemed void. The remainder of the Addendum shall not be affected

                          and shall remain in full force and effect.

**IN WITNESS WHEREOF,** the Frontier School Corporation has caused to be affixed hereto its official name and the signature of its President and attested to by its Secretary of said School Corporation, and the Superintendent, Frederick Unsicker, has hereunto set his signature.

Entered into and agreed this 1st day of July, 2024.

**Frontier School Corporation Superintendent**

**By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Board President Frederick Unsicker**

**Attest:**

**By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Board Secretary**