

## **SALEM SCHOOL CORPORATION**

### **CONTRACT ADDENDUM FOR SUPERINTENDENT**

The Board of School Trustees of the Salem Community School Corporation (the "Board") and Jill Mires, Superintendent of Schools (the "Superintendent"), based on the mutual interest of the Salem Community School Corporation (the "School Corporation"), to more completely and precisely define the employment relationship of the Superintendent with the School Corporation and the Board, agree to this Superintendent's Contract Addendum as follows:

1. Annual Salary and Contract Term.

- a. Term & Renewal. The Board agrees to employ Jill Mires as the Superintendent for an initial period beginning on March 11, 2024 and concluding on June 30, 2026, subject to the terms of this Contract Addendum. The parties agree that the term of this Contract shall automatically be extended one (1) school year on July 1, 2026, and then each successive July 1<sup>st</sup> thereafter, unless a party gives the other written notice on or before January 1 of the year the contract is set to expire that the party does not agree to the automatic extension of this Contract. The parties acknowledge that the Contract term and any extension thereof shall be subject to early cancellation pursuant to the provisions of Paragraph 18, Contract and Addendum Cancellation.

b. Compensation.

b.1. Salary. The initial salary for the balance of the 2024 school year and the 2025 school year will be One Hundred Twenty- Thousand Dollars Even (\$120,000.00), payable in 26 equal installments on a schedule fixed for all employees of the School Corporation. Beginning with second semester of the-2024, school year and each Contract year thereafter, if the Superintendent is evaluated as "effective" for the Contract year, then the Board shall increase the Superintendent's base salary between one and two and one-half percent (1% and 2.5%), at its sole discretion considering the financial health of the corporation. If the Superintendent is evaluated as "highly effective" for the contract year, the Board shall increase the Superintendent's base salary between two and three and one-half percent (2% and 3.5%), at its sole discretion considering the financial health of the corporation. Such salary increases are subject to the limitations set forth in subparagraph c, below. To the extent that the evaluation criteria for superintendents may change, and the terms "effective" and "highly effective" are no longer utilized, the above-referenced categories shall be amended to reflect the two highest performance ratings that replace such terms without the need for further public hearing.

b.2. Grant-writing Stipend. In addition to the Superintendent's salary set forth in Subsection b.1., above, the Superintendent shall be compensated an additional "grant-writing stipend" amount, equal to Five Thousand Dollars Even (\$5,000.00) annually for grant-writing services.

- c. Limitations on Increases. If in any school year of this Contract payment of the Superintendent's salary set forth herein would cause the Board to engage in deficit financing

as defined by Indiana Code 20-29-6-3, any base salary increases to be paid under Paragraph 1.b shall be null and void. In addition, in any year following a teacher collective bargaining agreement in which the teachers did not receive a pay increase from their prior agreement, the increase called for in paragraph 1.b. shall be null and void.

2. Contracted Workdays. Subject to the provisions of Paragraph 3, the Superintendent agrees to work 260 days in each twelve-month period between July 1 and June 30 in each contract year of this Addendum. These contracted work days shall include the paid days off provided under Paragraph 3, below.
3. Vacation Days, Bereavement Days, Paid Time Off, and Paid Holidays.

The School Corporation agrees to provide the Superintendent the same paid personal days off as provided in the Collective Bargaining Agreement, effective July 1, 2023 through June 30, 2025, on page 6 and identified as "Personal Time Off," which states as follows:

Each teacher shall be granted fourteen (14) days of personal time off during the first year of his/her employment and thirteen (13) days each succeeding year. Personal time off shall accumulate to 194 days. The School Corporation shall have the authority, under certain conditions (such as prolonged illness or hospitalization), to request a doctor's release before a teacher can return to work after using personal time off.

The School Corporation agrees to provide the Superintendent the same Bereavement Leave as provided in the Collective Bargaining Agreement effective July 1, 2023 through June 30, 2025, on page 7 which states as follows:

In case of death in the immediate family during a time when school is in session, teachers will be allowed leave for up to five (5) working days with full pay. "Immediate family" includes: husband, wife, child, grandchild, parents, grandparents, sister, brother, each similar relationship established by marriage, and a legal dependent living with the teacher. Up to two (2) days leave with full pay will be granted to the teacher to attend the funeral of an aunt, uncle, niece, nephew, first cousin, and each similar relationship established by marriage.

The School Corporation also agrees to provide the Superintendent twenty (20) vacation days in each year during the term of the Contract and Addendum. Any unused vacation days shall not be carried forward to the next school year.

The Superintendent shall be entitled to the same number of declared paid holidays as are provided to other full-time administrators of the School Corporation.

4. 403(b) Plan. Upon the Superintendent's written election, the School Corporation agrees to contribute the total sum of \$10,000 toward the Superintendent's retirement. The School Corporation shall contribute an amount into an Internal Revenue Code Section 403(b) plan (the

"403(b) plan") for the Superintendent for each Addendum school year. For any partial school year, the contribution by the School Corporation shall be pro-rated based on the number of weeks during that school year the position of Superintendent is held, divided by fifty-two (52). The Superintendent shall make an election of plan and initiate arrangements with the Administration Office to establish the plan. Plan contributions will be paid in the first month of each year, beginning March 15, 2024, and shall be considered vested as contributed.

5. Upon the written election of the Superintendent, the School Corporation will cover all but \$1.00 of the premium of enrolling Superintendent and all dependents in the health, dental, and vision insurance plans available to full-time school employees each year of the contract.
6. Transfer of Prior Employment Sick Leave/Superintendent's Catastrophic Sick Leave Bank. The Superintendent may immediately transfer all sick leave days accumulated in the Superintendent's prior position, up to a maximum of 120 days. These days will be placed in a "bank" called the Superintendent's "Catastrophic Sick Leave Bank" and may be used by the Superintendent for personal illness or family illness in the event the Superintendent would exhaust all paid time off earned and/or accumulated through employment with Salem Community School Corporation. The Superintendent's transferred sick leave days from the prior school employer into the Catastrophic Sick Leave Bank are not intended as deferred compensation and shall have no cash value at the end of Superintendent's employment with Salem Community School Corporation.
7. Dues/Membership Fees for Professional Organizations. The School Corporation agrees to pay in each Addendum year all dues and fees for professional organizations that the Superintendent desires to join, provided the Superintendent receives approval from the Board prior to joining such professional organization(s).
8. Professional Growth Days. The School Corporation agrees to pay all reasonable expenses (which is determined in the sole discretion of the Board) for the Superintendent to attend professional meetings, workshops and conferences to enhance her professional skills and knowledge provided the Superintendent receives approval from the Board to attend such meetings, workshops, and conferences.
9. Teachers Retirement Fund (TRF). The School Corporation agrees to make any mandatory contribution to the Indiana State Teachers' Retirement Fund.
10. Additional Fringe Benefits. The Superintendent will be entitled to all other benefits established by the Board for all other administrative employees and teachers of the School Corporation provided such benefits are not in conflict with, or duplicative of and superseded by, the terms of this Contract. To the extent the benefits for other administrative employees and teachers conflict with or duplicate a benefit provided by this Contract, then this Contract shall control, and the benefit provided by this Contract shall be the benefit provided to the Superintendent.
11. Job Duties of the Superintendent. 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.

12. Evaluation of the Superintendent. The Board will review the Superintendent's performance no less than annually, which shall occur by June 15 of each year. The Superintendent shall initiate scheduling of the review with the Board President.
13. Indemnification. The Board shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions or legal proceedings brought against the Superintendent, either in that official capacity as agent or employee of the Board or in an individual capacity, provided the incident arose while the Superintendent was acting within the scope of 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.
14. Severability The Superintendent and the Board stipulate and agree that all clauses and provisions of this Addendum are distinct and severable, and the Superintendent and Board understand, and it is their intent, that in the event this Addendum is ever held to be invalid or unenforceable (in whole or in part) as to any particular provision herein, all other provisions shall remain fully valid and enforceable.
15. Non-waiver. The waiver by the Parties, or either of them of a breach of any provision of this Addendum shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by the parties, after approval at a public meeting.
16. Contract and Addendum Cancellation. Either of the following alternatives may be utilized by the Board at the Board's sole discretion to terminate the Superintendent's Contract and Addendum (the "Entire Contract") before its expiration date:

(a) Termination Option 1 - The Board:

- (i) initiates cancellation for cause for one or more of the statutory reasons for cancellation of a teacher Addendum contained in IC 20- 28-7.5 et seq.; and
- (ii) gives the Superintendent written notice of its intent to cancel the Superintendent's Entire Addendum 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.

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 Entire Contract, then the Board will issue written findings that

one or more of the statutory reasons for cancellation of a teacher Addendum contained in IC 20-28-7.5 et seq. exist.

The Superintendent's pay and benefits shall cease immediately upon the Board voting to approve the termination.

(b) Termination Option 2 - The School Board receives written notice from the Division of Professional Standards that the Superintendent no longer holds a license required for the position of Superintendent of Schools from the Division of Professional Standards of the Indiana Department of Education or receives a certified copy of a court document indicating that the Superintendent was convicted of an offense listed in Indiana Code 20-28-5-8(c). In the event one of these circumstances would occur the Board may terminate the Superintendent's Contracts immediately upon providing written notice to the Superintendent. The Superintendent agrees that the Superintendent waives all statutory and constitutional due process procedures that he would otherwise be entitled to receive by law in the event the Board has to terminate the Superintendent's Contracts pursuant to this provision.

19. Entire Agreement. The Superintendent Teacher's Contract and Addendum constitute the complete agreement between the Parties with regard to the subject matter addressed herein, shall supersede any and all previous agreements and/or commitments, whether oral or written, between the Parties and shall not be amended or modified absent an agreement signed by both Parties. The Parties further agree that no verbal or other statements, discussions or impressions other than those provisions contained in the Superintendent Addendum has been relied upon by either party in executing this Addendum.

20. Governing Law. This contract shall be interpreted and governed by the laws of the state of Indiana.

*[Signatures on Next Page]*

This Superintendent Addendum is agreed upon and entered this 11<sup>th</sup> day of March 2024.

SUPERINTENDENT

Jill Mires  
Jill Mires

BOARD OF SCHOOL TRUSTEES –  
SALEM COMMUNITY SCHOOL CORP.

Mark Day  
Mark Day, Board President

Rebecca Humphrey  
Rebecca Humphrey, Board Secretary