

## 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 Adams Central Community School Corporation ("Corporation") and Joel D. Mahaffey ("Teacher"). Joel D. Mahaffey 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:

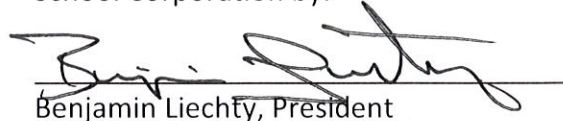
1. The Teacher shall teach in the schools of the Corporation for the school term, beginning July 1, 2023 and ending on June 30, 2026. Ind. Code 20-28-6-2(a)(3)(A)
2. The school term described in paragraph 1 immediately above for services under this Contract consists of 260 days per school year. Ind. 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 8 hours. Ind. Code 20-28-6-2(a)(3)(E)
4. The Corporation shall pay the Teacher for services under this Contract the total salary \$123,240.00 during the school year. Ind. Code 20-28-6-2(a)(3)(C)
5. The Corporation shall pay this amount in twenty-six (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.
8. In addition to the terms contained herein, the parties mutually agree and acknowledge the terms of the "Superintendents Addendum to Contract," which is attached hereto and incorporated herein.

Agreed this 1<sup>st</sup> day of July 2023.

Teacher

  
Joel D. Mahaffey, Superintendent

School Corporation by:

  
Benjamin Liechty, President

  
Mike Brown, Secretary

## **SUPERINTENDENT'S ADDENDUM TO CONTRACT**

This document is an addendum to the Regular Teacher Contract entered into this 1<sup>st</sup> day of July, 2023, by and between Adams Central Community Schools Corporation ("Corporation"), by its Board of Trustees ("Board") and Joel D. Mahaffey ("Superintendent") and is effective for the period of July 1, 2023 through June 30, 2026. The following benefits and conditions are entered into between the Corporation and Superintendent:

1. **Health Insurance / Annuity** - The Corporation will provide the Superintendent with a health benefit equal to the cost of a Family Network Plan, through the Corporation's insurer, which is currently School Employee Benefits, Trust (SEBT), at no cost to the Superintendent. If the corporation's contribution toward the health insurance premium is less than the cost of the Family Network Plan, the difference will be issued in the form of a retention stipend and will be paid out over the course of twenty-four (24) pays throughout the school year. In the event that Superintendent chooses to forego health insurance coverage for him and his family, and instead chooses to be insured independently and to be responsible for his and his family's health insurance, then Corporation agrees to pay for and on behalf of Superintendent, an annuity in the same amount as the cost of said health insurance, which annuity will become a part of the Superintendent's total salary. These moneys shall be paid in equal amounts over the course of the year on the regularly scheduled pay periods for all employees of the Corporation.
2. **Life Insurance** - The Superintendent shall be enrolled in the Corporation's Group Term Life and A.D. & D Insurance Plan at no cost to the Superintendent of the premium of a \$100,000.00 life insurance plan. (The Superintendent is responsible for payment of taxes on premiums as required in Section 89J of the IRS Code).
3. **Optional Life Insurance, Dependent Life/Spouse** - The Superintendent has the option to elect optional life insurance coverage for Spouse and/or Dependents, paid 100% by the Superintendent. Also has the option for supplemental life / accident coverage, up to \$100,000.00, paid 100% by the Superintendent.
4. **Disability Insurance** - The Corporation will provide the Superintendent with long term disability insurance at no cost to the Superintendent, which will have a benefit of 60% of monthly earnings.
5. **Mileage** - The Superintendent is encouraged to use Corporation vehicles for school related transportation purposes. However, Corporation agrees to reimburse Superintendent for up to 250 miles per month and to be paid at the federal rate as determined by the Internal Revenue Service. If The Superintendent requires additional mileage over and above 250 miles per month, he shall seek the verbal authorization of the President, Vice President or Secretary of the Board.
6. **General Leave Days** - The Superintendent shall be granted general leave days at the rate of: 0-9 years with the Corporation - 10 days each year; 10-19 years with the Corporation - 11 days each year; 20+ years with the Corporation - 12 days each year. Unused general leave days will accumulate up to 183 days. In addition to the general leave days set forth in this section, the Corporation agrees to credit the Superintendent with 117 accumulated sick days from his previous employment.
7. **Vacation** - The Superintendent shall receive fifteen (15) days of vacation time each year during the term of this Agreement. However, the parties agree that he shall not take more than two (2) consecutive weeks of such vacation without first receiving approval of the Corporation Board. Such vacation time shall be cumulative; provided, however, that no more than ten (10) vacation days may be deferred from one calendar year to another.
8. **Paid Holidays** - The Superintendent shall be granted the following paid holidays: New Year's Day, Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving (2 days), Christmas Eve, Christmas Day, New Year's Eve
9. **Retirement Contribution** - The School Corporation will provide the 3% retirement (ISTRF contribution) in addition to the corporation's normal contribution. The Superintendent is eligible for the same Severance/Retirement Benefits as the teachers and **qualify after five (5) years of service in the corporation as an administrator or a total of ten (10) years within the corporation, whichever occurs first.**
10. **Professional Presentation Leave** - The Superintendent will be provided three (3) days in addition to Vacation and Holiday time to make professional presentations and be monetarily reimbursed by the hiring organization.
11. **Indemnification** - Corporation agrees to provide The Superintendent with legal counsel selected and paid for by the Board, and shall defend, indemnify and hold The Superintendent harmless for all claims, demands and judgment arising out of the performance of his duties as Superintendent, to the fullest extent permitted by law.  
The Corporation 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 while discharging his responsibilities as an employee of the Corporation, provided the incident arose while The Superintendent was acting within the scope of his employment and as such liability coverage is within the authority of the Board under the laws of the State of Indiana. In any case, individual Board members will not be considered personally liable for indemnifying The Superintendent against such demands, claims, suits, actions, and legal proceedings. If a conflict of interest exists regarding the defense of such claim between the legal position of The Superintendent and the legal position of Corporation, The Superintendent may engage separate counsel, in which event the school corporation may indemnify The Superintendent for legal defense as permitted by state law. Corporation shall not be required to pay The Superintendent's attorney fees or any costs of any legal proceedings in the event the Corporation and The Superintendent have adverse interest in such litigation.
12. **Cell Phone** - The Superintendent will be provided a monthly allowance of Fifty Dollars (\$50.00) toward his personal cell phone, when a monthly cell phone invoice copy is submitted. It is understood that The Superintendent is expected to be available for school business and



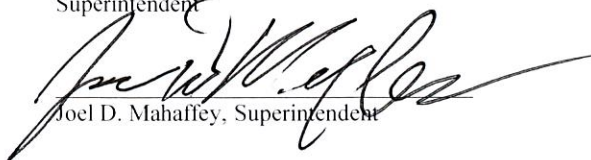
is expected to use his phones for school business to receive the reimbursement. It is also understood that he may use his cell phone for other personal business that will not be monitored by the school corporation.

13. **Computer** - Corporation shall provide The Superintendent with a computer which may be used at the Superintendent's residence for Corporation related activities as well as personal use. All information on said computer shall be encrypted and in the event that the computer is lost or stolen, notice shall be given by The Superintendent to Corporation's head of IT within 24 hours. The Superintendent shall return the computer to the Corporation upon the termination of this Agreement or may purchase said computer at its then current fair market value as determined by the head of the Corporation's IT department.
14. **Leaves** - Administrators are granted the same leave provisions as provided in the teacher contract. This does not include participation in the Sick Leave Bank.
15. **Evaluations** - The Board shall evaluate and assess in writing the performance of the Superintendent on or before the 1st day of December each year. This evaluation and assessment shall be reasonably related to The Superintendent's position and the goals and objectives of the Board for the year in question.
16. **Medical Examination and Personal Protection** - At the request of Board, the Superintendent, at Corporation's expense, may request that the Superintendent receive a complete medical examination of The Superintendent from a licensed physician. Any such request may not occur more often than once each year. Any report of the medical examination shall be given directly and exclusively by the examining physician to The Superintendent. The Board shall be advised in writing by the physician of the continued physical fitness of The Superintendent to perform his duties and such report shall be confidential and protected under HIPAA rules and regulations.
17. **Renewal** - This Addendum and the underlying Regular Teacher Contract will roll over on July 1 each year unless the Board votes in open session, on or before the preceding January 1st, not to renew the Addendum and Contract.
18. **Termination\*** - As set forth in Indiana Code, this Addendum and the underlying contract terminates upon the following conditions:
  - A. **Mutual Consent** - On any date, if the governing body and The Superintendent mutually consent.
  - B. **For Cause** - Before the expiration date set forth in the contract, if the governing body terminates the contract:
    - (1) for cause under a statute that sets forth causes for dismissal of teachers, if The Superintendent is licensed under IC 20-28-5; or
    - (2) 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.
  - C. **Expiration Date by Board** - 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.
  - D. **Expiration Date by The Superintendent** - 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.

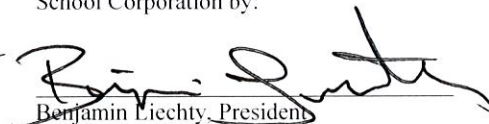
*\*Per IC § 20-28-8-6, if the Board determines that it is in the best interest of the Corporation to buy out The Superintendent's Contract, it is mutually agreed that the maximum amount of any such buy out shall not be more than an amount equal to the lesser of (A) The Superintendent's salary for any one (1) year under the contract; or (B) two hundred fifty thousand dollars (\$250,000).*
19. **Severability Clause** - If any portion of provision contained in this addendum is found to be illegal or unenforceable under federal or state law, the remaining provisions of the addendum or the underlying contract shall remain in force.
20. **Incremental Increases** - It is agreed and is a part of this Addendum and the underlying Regular Teacher Contract, that each year any increase or decrease in the amount of the benefits will automatically occur and become a part of this Addendum and Contract (ie. cost of premiums for health insurance, life insurance, long term disability, and for employer's portion of social security and for ISTRF contributions). In addition, The Superintendent may receive increases in his base salary according to the length of the contract as described in Article 17, based upon performance reviews and evaluations by the Board, which increases may be up to 5% each year.

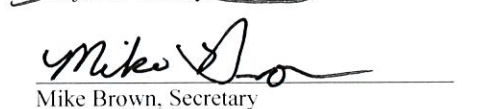
Witness our signatures the day and year first above written.

Superintendent

  
Joel D. Mahaffey, Superintendent

School Corporation by:

  
Benjamin Liechty, President

  
Mike Brown, Secretary