

**SUPERINTENDENT ADDENDUM TO THE REGULAR TEACHERS CONTRACT**

This addendum to teacher contract ("**Addendum**") is attached to and made part of the regular teachers contract entered into by and between Union-North United School Corporation, Marshall and St. Joseph Counties, Indiana, hereinafter called "**Employer**" and Keith A. Burke, hereinafter called "**Superintendent**."

Whereas, Employer desires to employ Superintendent; and

Whereas, Superintendent is willing to accept such employment.

Now, therefore, in consideration of the mutual covenants contained herein, Employer and Superintendent agrees as follows:

**1. Employment of Superintendent and Terms of Employment**

Employer employs the Superintendent and the Superintendent agrees to be employed by the Employer as Superintendent for a period beginning January 6, 2025, and concluding on December 31, 2028 ("**Contract Term**").

**2. Duties of the Superintendent**

In consideration of the obligations and commitments of the parties, the Superintendent agrees to completely and faithfully serve as superintendent and chief executive officer during the term of this Addendum, doing and performing the duties generally recognized as being the normal functions of a public school superintendent in the State of Indiana and as enumerated in Employer's Board Policy. The Superintendent agrees to perform at a professional level of competency as required by this addendum, law and the policies of the Board of School Trustees of Union-North United School Corporation ("**Board**"). The Superintendent shall execute all duties and responsibilities as established by the Employer in the job description.

Superintendent represents and warrants that Superintendent holds a valid Indiana superintendent license. Superintendent shall maintain said license in good standing throughout the term of this Addendum. Should said license be revoked or become invalid, the Addendum shall automatically be terminated without further notice or hearing.

The parties to this addendum further agree that the duties performed by the Superintendent pursuant to this addendum are unique to this position for the Employer and the Superintendent will therefore not be transferred or reassigned by the Employer to another position without the Superintendent's written consent.

The Superintendent agrees at all times while employed pursuant to this addendum to fully meet the minimum qualifications for the position of the superintendent as required by law.

The Superintendent is generally expected to devote full attention to the duties with the Employer, but the Superintendent may undertake consulting work, speaking engagements, writing, lecturing, or other professional duties and obligations provided that such activities do not interfere with the meeting of the responsibilities as superintendent. The Superintendent shall notify the Board or its designee prior to the performance of these activities that involve attention during normal working hours. The Superintendent shall provide notice to the Board of all other such activities. If outside activities take place during normal working hours, Superintendent may keep the compensation for such activities provided the Superintendent is using a vacation or personal business leave day; otherwise any fees earned shall be provided to Employer.

### **3. Salary and Benefits**

So long as Employer employs Superintendent as superintendent:

(a) Employer will pay to Superintendent or on the Superintendent's behalf:

(i) **Salary**

An annual salary of One Hundred Twenty-Nine Thousand One Hundred Eighty-Five Dollars and Fifty-Six Cents (\$129,185.56). Each year, if the Superintendent receives a rating of highly effective or effective on the Board's evaluation, Superintendent's salary will automatically increase by an amount equal to the percentage increase (or pro-rata adjustment of any flat amount), if any, granted by the Board to the Employer's teachers. The Superintendent will also be eligible to receive any stipend granted to teachers. This annual salary shall be paid to the Superintendent on an equal installment basis during each year of such employment, subject to applicable taxes and withholdings, and the installment payment dates to be commensurate with the installment payment dates applicable to other administrative employees of the Employer. The Superintendent may at any time decline any salary increase or stipend by supplying written notice to the Board.

The total of the foregoing amounts is intended to represent the Superintendent's basic salary as defined by I.C. 5-10.2-4-3, and such amounts shall be used to determine the average annual compensation defined in I.C. 5-10.2-4-3 and reported to the Indiana State Teachers Retirement Fund for the Superintendent.

(ii) **Health/Dental/Vision Insurance**

Should the Superintendent elect to enroll in the Employer family health insurance plan, the Employer will contribute \$24,371.00 annually towards the health insurance premiums of the Superintendent's family plan.

Additionally, should the Superintendent elect to enroll in the Employer family dental insurance plan, the Employer will contribute \$1,200.60 annually towards the premiums of the Superintendent's family dental plan.

Furthermore, should the Superintendent elect to enroll in the Employer family vision insurance plan, the Employer will contribute \$242.84 annually towards the premiums of the Superintendent's family vision plan.

(iii) Health Savings Account

Should the Superintendent elect to enroll in an Employer family health insurance plan, Employer will contribute \$6,000 annually towards the Superintendent's health savings account.

(iv) ISTRF Employee Contribution

Employer will pay any contribution to the Indiana State Teacher Retirement Fund (TRF/INPRS) as required by law.

(v) Business and Professional Expenses

Any appropriate business and professional expenses shall be reimbursed by the Employer. Appropriate expenses shall include, but are not limited to, those typical expenses reimbursed to a teacher of the Employer per policy and the cost of membership and participation in professional associations of school leaders, community organizations, and expenses related to the Superintendent's attendance at appropriate regional and state conferences and activities subject to review and approval of the Employer.

(b) Superintendent shall be entitled to:

(i) Sick and Personal Leave

The Superintendent shall be awarded an annual number of sick and personal days equivalent to those provided to other twelve-month administrative employees of the Employer. The Superintendent may use sick leave days for personal doctor appointments, doctor appointments of immediate family members, personal illness or that of immediate family members. The Superintendent will be allowed to accumulate the same number of sick days as permitted by other administrative employees. The Superintendent shall be permitted to transfer fifty (50) days of sick leave from prior employment, but such sick days will only be available for use concurrently with other approved medical or disability leave (e.g., FMLA or disability leave). In no event will Employer be responsible to pay

Superintendent for sick leave transferred from prior employment upon termination of employment, voluntary or involuntary.

(ii) Other paid leave

The Superintendent will receive paid leave on legal holidays observed by the Employer (Independence day, Labor Day, Thanksgiving day, day after Thanksgiving, day before Christmas, Christmas Day, New Year's Day, Good Friday, and Memorial Day), as well as other allowance days for 260 day administrators, in addition to twenty (20) days of vacation each year and twelve (12) paid time off days each year.

4. Defense and Indemnification for Acts in Performance of Duties

The Employer agrees to provide the Superintendent with legal counsel selected and paid for by the Employer for any legal disputes arising out of the performance of the duties as superintendent and to defend and indemnify and hold the Superintendent harmless for all claims, demands, and judgments arising out of these disputes to the fullest extent permitted by law.

5. Evaluation

The Board's evaluation of the Superintendent shall be consistent with the law as applied to the evaluation of a public school superintendent. The Board will conduct an annual evaluation of the Superintendent, not later than June 15 of each year, starting in 2025. The Board may, but is not required to, conduct an evaluation of the Superintendent at an earlier time. Not later than January 31 of each year, the Board and Superintendent will agree to the written evaluation instrument and the procedures to be used to evaluate the Superintendent.

6. Termination


This addendum may be terminated at any time prior to the end of its term as permitted by applicable law of the State of Indiana or this Addendum.

7. Miscellaneous


Superintendent shall be solely responsible for the payment of federal, state and local taxes on Superintendent's income and on any taxable portion of any employment benefits not otherwise withheld by Employer. This Addendum along with the regular teacher contract constitute the entire agreement between the Superintendent and the Employer, supersedes any prior negotiations, agreements (including any Interim Superintendent Addendum) or representations, whether oral or written. The terms of the Addendum control over any inconsistent terms found in policy or any other document provided that the conflicting term of this Addendum is consistent with the law. This Addendum may be amended or


modified only by a written document signed by the parties and approved consistent with statute. 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 contract between a public school corporation and its Superintendent. This Addendum shall be deemed drafted equally by the parties, and each party acknowledges they were each represented by their respective legal counsel in drafting this Addendum. If during the term of this Addendum any specific clause or provision thereof is determined to be illegal or in conflict with 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.

SUPERINTENDENT

  
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THE BOARD OF SCHOOL TRUSTEES OF  
UNION-NORTH UNITED SCHOOL  
CORPORATION

  
\_\_\_\_\_  
Michael McQueen, President

  
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Dawn Amor, Secretary