

## NOTICE OF PROPOSED SUPERINTENDENT CONTRACT EXTENSION

You are hereby notified that a public hearing will be held before the Board of School Trustees (the "Board") of the Charles A. Beard Memorial School Corporation (the "School Corporation") on March 2, 2021, at the hour of 6:30pm (Local Time) at the Knightstown High School Media Center at 8149 W. US 40, to discuss and hear objections to and support for a proposed Extension of Contract Addendum.

The details of the proposed Extension of Contract Addendum are as follows:

1. Contract term extension through June 30, 2026.
2. Change in the basis for salary increase from 67% for performance rating and 33% for additional year of experience to an even 50%/50% split between these two criteria, in accordance with a revision to Indiana Code 20-28-9-1.5.
3. A 5% 403(b) matching contribution. The additional contribution could cost the School Corporation a maximum of \$1,950 in year 1; \$2,025 in year 2; \$2,100 in year 3; \$2,175 in year 4; and \$2,250 in year 5.
4. A 5% VEBA contribution. The additional contribution could cost the School Corporation a maximum of \$1,950 in year 1; \$2,025 in year 2; \$2,100 in year 3; \$2,175 in year 4; and \$2,250 in year 5.
5. All other provisions of the current Contract Addendum shall remain unchanged.

The full Extension of Contract Addendum document, including all terms and conditions of the Superintendent's employment under the proposed Extension, is available on the School Corporation's website-<https://www.cabeard.k12.in.us/domain/22>

Board of School Trustees  
Charles A. Beard Memorial School  
Corporation

**EXTENSION OF CONTRACT ADDENDUM WITH**  
**JEDIAH BEHNY**

This Contract Addendum is an extension of the Contract addendum that was incorporated into the Regular Teacher's Contract between the Charles A. Beard Memorial School Corporation ("School Corporation") and Jediah Behny ("Superintendent") (collectively the "Parties) effective July 1, 2018. This Contract Addendum, together with the Regular Teacher's Contract are herein referred to as "the Contract".

Whereas, the current Contract Addendum between the parties expires June 30, 2021; and  
Whereas, Indiana Code 20-28-8-6 permits the School Corporation and the Superintendent to enter into a contract extension for up to five (5) years; and

Whereas, the Parties wish to enter such a contract extension through June 30, 2026;

Now, therefore, in consideration of the mutual covenants contained herein, the School Corporation and Superintendent agree as follows as the terms of this Contract Addendum:

- I. Term. Superintendent hereby accepts continued employment, as Superintendent of Schools for a term commencing July 1, 2021, and ending June 30, 2026.
- II. Responsibilities of the Superintendent. The Superintendent shall have charge of the administration of the schools under the direction of the Board. S/He shall be the Chief Executive Officer of the Corporation. S/He shall direct and assign teachers and other employees of the schools under their supervision. S/He shall organize, reorganize, and arrange the Administrative and Supervisory staff, including instruction and business affairs, as best serves the School Corporation subject of the approval of the Board. S/He shall, from time to time, suggest regulations, rules and procedures deemed necessary for the well ordering of the School Corporation. In general, s/he shall perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The School Corporation, individually and collectively, shall refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation. The Superintendent shall have the right to attend all Board meetings, all Board and Citizen Meetings, all School Board committees as an ex-officio member, and to provide administrative recommendations of each item of business by each

of these groups. The Superintendent shall provide all necessary salary reduction agreement(s) to reduce as required all sheltered amounts from the basic and additional salary enhancements provided herein.

III. Professional Growth. In order to encourage professional growth, the School Corporation shall permit a reasonable amount of time for the Superintendent to participate in professional growth activities listed, as s/he deems appropriate, and shall pay for necessary registration and travel fees and expenses, as may be agreed to in advance.

IV. Compensation

- a. Under the 2020-2021 Contract, the Superintendent's annual base salary was \$125,000. This annual salary shall continue to be paid according to the schedule of salary payments in effect for other certified employees.
- b. If Superintendent's performance is rated effective or highly effective for the preceding year, Superintendent shall be granted a \$5,000 salary increase for each year of this Contract. 50% of this increase shall be based on Superintendent's performance rating and 50% shall be based on Superintendent's additional year of experience.
- c. If the Superintendent is evaluated as effective or highly effective for the preceding year, the Superintendent will be deemed eligible for any one-time performance payment/stipend of the same amount or under the same calculation as applied to Corporation teachers with the same performance evaluation rating under performance grant statutes and/or similar programs. This provision only applies to years in which Corporation receives a teacher performance grant or similar performance award.
- d. The School Corporation and the Superintendent may mutually agree to further adjust the salary of the Superintendent during the term of this contract. However, it shall not be deemed that the School Corporation and the Superintendent have entered into a new contract or that the termination date of the existing contract has been changed.

V. Vacation and Other Benefits.

- a. The Superintendent shall be entitled to all benefits applicable to certificated employees as are incidental to their employment relationship with the School Corporation, except to the extent this Contract Addendum establishes a specific type or level of benefit, in which case the provision of this Contract Addendum shall control. These benefits include, but are not limited to, benefits and leaves, any other forms of insurance protection, retirement program, choice of tax-sheltered annuities, and other certificated employee benefits, except as modified herein. The Superintendent's benefits shall include payment of the School Corporation and Superintendent's portion of any required teacher retirement contributions.
- b. In recognition of the Superintendent's years of service in the position, the School Corporation shall grant the Superintendent 25 days of vacation time annually. Beginning with the 2024-2025 contract year (at which time the Superintendent will have attained 10 years of service in the position), vacation time will be increased by 5 days and will remain at that level going forward.
- c. The Board will provide payment of full premiums for Superintendent's Health/Medical insurance coverage under the School Corporation's group health insurance plan. In addition, the Board will contribute annually to a Qualified Health Savings Account the amount of \$6,000.00. The Superintendent may use the School Corporation's established Section 125 Plan to shelter premium payments.
- d. The School Corporation will make a per-pay matching contribution to a 403B or similar sheltered retirement plan of 5% of the Superintendent's full salary if the Superintendent makes a like or greater contribution to the eligible plan.
- e. The Board shall establish a VEBA Plan and a VEBA account for the Superintendent and shall contribute an amount equal to five percent (5%) of the Superintendent's salary.
- f. The Superintendent will be permitted, in December and June of each year of this Contract, to submit a request to the Board to receive payment, at the Superintendent's regular daily rate, for unused vacation days allotted for that contract year only/up to a maximum of 20 days total within each contract year.

Such request will be granted, provided the request is submitted by December 15 or June 15 of a particular contract half-year.

- g. In lieu of mileage and technology reimbursements/claims submissions, the Superintendent will be granted a combined mileage/technology stipend of \$450 per month. The Superintendent acknowledges the tax implications of this provision and releases and holds the School Corporation harmless for any tax impact resulting from this provision.
- h. The School Corporation and the Superintendent may mutually agree to adjust the above benefits during the term of this contract. However, it shall not be deemed that the School Corporation and the Superintendent have entered into a new contract or that the termination date of the existing contract has been changed.

VI. Professional Liability.

- a. The School 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 School Corporation, provided the incident arose while the Superintendent was acting within the scope of his employment, and such defense and/or indemnification is within the authority of the School Board to provide under law. Except that, in no case, will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings.
- b. The School Corporation shall not, however be required to pay the Superintendent's attorney fees or any costs of any legal proceedings in the event

the School Corporation and the Superintendent had adverse interests in such litigation.

VII. Termination of Employment Contract.

- a. This employment contract may be terminated by:
  - i. Mutual agreement of the parties;
  - ii. Retirement of the Superintendent, notice of which shall be given to the Board of School Trustees at least six (6) months prior to the retirement date. The Board shall waive the six (6) month notice requirement if the Superintendent elects to retire because of serious health problems as confirmed by independent medical examination;
  - iii. Total Disability. In the event of total disability (as defined in the School Corporation's disability insurance policy as applicable to Superintendent), School Corporation may terminate this contract by written notice to Superintendent at any time after Superintendent has exhausted any accumulated sick leave and such other leave as may be available.
  - iv. Dismissal for cause. The Superintendent's contract may be cancelled at any time for any of the reasons recited in IC 20-28-7.5.
- b. If the School Corporation does not notify the Superintendent in writing before February 1 of the final year of this contract that this employment contract will not be extended, this employment contract shall be extended for one (1) year from the termination date set forth in Section I, above, or as extended. The parties may re-open this contract at any time by mutual agreement to provide for an extension of the contract term.

VIII. Notice. Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing by certified mail addressed to:

If to the Board Address to:

Wade Beatty, Board President

Charles A. Beard Mem. School Corp.

8139 W. US 40

Knightstown, IN 46148-1000

If to the Superintendent Address to:

Jediah Behny

IX. Savings Clause. If, during the term of this contract, it is found that a specific clause of the contract is illegal according to state or federal law, the remainder of the contract shall not be affected by such ruling and shall remain in full force and effect.

IN WITNESS WHEREOF, the School Corporation has cause this Employment contract to be approved on its behalf by duly authorized members of its Board of School Trustees, and the Superintendent has approved this Employment Contract effective on the day and year specified in Section I above.

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SUPERINTENDENT

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Jediah Behny

CHARLES A. BEARD  
MEMORIAL SCHOOL CORPORATION

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President of its Board of School Trustees

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Board Member

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Secretary of its Board of School Trustees

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Board Member

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Board Member

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Board Member

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Board Member

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