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 WHITKO COMMUNITY SCHOOL CORP ("Corporation") and AMY KORUS ("Teacher"). AMY KORUS 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 **January 01**, **2025** and ending on **June 30**, **2025**. Ind. Code 20-28-6-2(a) (3) (A)
- The school term described in paragraph 1 immediately above for services under this Contract consists of 129.00 days. Ind. Code 20-28-6-2(a) (3) (B)
- The number of hours per day the Teacher is expected to work under this Contract is 8.00. Ind. Code 20-28-6-2(a) (3) (E)
- 4. The Corporation shall pay the Teacher for services under this Contract the total salary of \$64,500.00 during the school year. Ind. Code 20-28-6-2(a) (3) (C)
- 5. The Corporation shall pay this amount in 13 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.

Agreed this 16th day of December, 2024.

Teacher:

President

School Corporation by:

Attested

Superintendent

Secretary

1ST YEAR OF 3

ADDENDUM TO TEACHER CONTRACT Superintendent Contract

This addendum to teacher contract ("Addendum") is attached to and made part of the regular Teacher Contract ("Contract") entered into by and between Whitko Community School Corporation, Whitley and Kosciusko Counties, Indiana, hereinafter called "Employer" and Dr. Amy Korus, 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 1, 2025, and concluding on December 31, 2028 ("Contract Term").

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 contract and 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 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. 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 Contract. Should said license be revoked or become invalid, the contract 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.

2. 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-five Thousand Dollars (\$130,000). Any days worked prior to the effective date of this contract shall be compensated at the daily rate of \$500.00 (\$130,000/260). Each year, if the Superintendent receives a rating of highly effective or effective on the Board's evaluation, Superintendent's salary will automatically increase effective January 1, 2026, and annually thereafter 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 administrative employees other than the Superintendent. The Superintendent will also be eligible to receive any stipend granted to the administrative employees other than the Superintendent. This annual salary shall be paid to the Superintendent on an equal installment basis during each year of such employment, 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, together with the amounts in Sections 2(b)(i) and (iii), 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 Insurance

Should the Superintendent elect to enroll in the Employer health insurance plan, the Employer will contribute all but \$1 towards the premiums of the Superintendent's plan including any spouse or dependents unless such additional members are disallowed coverage for teachers.

(iii) Annuity

An annual contribution of two percent (2%) of Superintendent's annual basic salary to purchase an annuity (403b), or other investment product, and the Superintendent shall have the authority to direct and determine the investments made in the plan with the following vesting:

- A. Thirty-three and one-third percent (33 1/3%) if employed on January 1, 2026:
- B. Sixty-six and two-thirds percent (66 2/3%) if employed on January 1, 2027;
- C. One Hundred percent (100%) if employed on January 1, 2028.

(iv) ISTRF Employee Contribution

Employer shall pay any contribution to the Indiana State Teacher Retirement Fund (TRF/INPRS) that would otherwise be required to be paid by the Superintendent.

(v) Business and Professional Expenses

Any appropriate business and professional expenses. Appropriate expenses shall include, but are not limited to, those typical expenses reimbursed to a teacher of the school district 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 region and state conferences and activities subject to review and approval of the Employer.

The employer agrees to pay for Superintendent to attend one national conference per year and additional professional development as appropriate (state and local meetings, conferences, workshops, etc.). Superintendent may use a corporation credit card for such expenses.

(b) Employer will pay for and provide on Superintendent's behalf:

(i) Auto Allowance

In lieu of providing an automobile to the Superintendent to conduct corporation business in the various corporation buildings, a monthly payment of \$300 beginning on the effective date of this contract/addendum shall be reimbursed to the Superintendent for use of a personal vehicle. This allowance is not designed to be mileage reimbursement for travel to conferences and/or professional development for the Superintendent. The automobile shall be maintained, licensed and insured by the Superintendent, who will pay all operating expenses. The Superintendent will also be entitled to reimbursement for mileage for business-related meetings outside of the School Corporation boundaries at the prevailing IRS rate.

(ii) Insurance

Superintendent may elect life insurance (in the amount of \$250,000) with AD&D, long term disability insurance, health, vision and dental insurance and benefits of Internal Revenue Code Section 125. Employer agrees to pay all but \$1 of life insurance with AD&D and long-term disability insurance.

(iii) Technology

A laptop computer for business and incidental personal use. The Employer will also provide a monthly stipend of \$80 as provided other administrators.

(c) 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 all days of sick leave from prior employment.

(ii) Other paid leave

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 four (4) weeks of vacation each year. Superintendent may carry over no more than five (5) unused vacation days each year. Employer shall buy back no more than five (5) unused vacation days each year, the proceeds of which will be added to the annuity described in 3(a)(ii).

(iii) Other Administrative Benefits

Any other benefit Employer makes available to other certified administrative employees, to teachers through the Master Contract (between Employer and Whitko Classroom Teachers Association), or other benefits to which teachers of public school corporations are entitled under the law. The terms of this addendum control over any inconsistent terms.

3. 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.

4. 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 shall 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 shall agree to the written evaluation instrument and the procedures to be used to evaluate the Superintendent.

Termination

This addendum may be terminated at any time prior to the end of the Contract Term for cause, as permitted by applicable law of the State of Indiana.

6. 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. This addendum along with the regular teacher contract constitute the entire agreement between the Superintendent and the Employer, supersedes any prior negotiations, agreements 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. 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. 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

THE BOARD OF SCHOOL TRUSTEES
OF THE WHITKO COMMUNITY
SCHOOL CORPORATION

Annette Arnold/President

Scott Werstler, Secretary

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