

SECOND AMENDMENT TO SUPERINTENDENT'S CONTRACT ADDENDUM

By mutual consent of the parties in the manner permitted by Ind. Code 20-28-8-6, this agreement amends the Superintendent Contract executed on October 29, 2018, as previously amended on March 23, 2020, (collectively, "Superintendent Contract") for the employment of Jerry Sanders as Superintendent.

The parties agree that this Second Amendment will be attached to and made part of the Superintendent Contract. The Superintendent Contract shall be considered amended as of the date this Second Amendment is approved by the Board. All other terms and conditions of the Superintendent Contract, will remain in effect, unless as specified by this Second Amendment.

1. Amendment to Section 2. In Section 2 of the Superintendent Contract, a paragraph shall be added stating:

"The term of the Superintendent's Contract shall be extended for two years, beginning July 1, 2021, and concluding on June 30, 2023, subject to the terms of this Superintendent Contract."

2. Amendment to Section 3. In Section 3 of the Superintendent Contract, the following sentence shall be removed:

"The Board acknowledges that the Superintendent is actively involved in facilitating online courses for Kentucky Christian University and receives a stipend for this work, however, the Board agrees that so long as this limited work does not interfere with the performance of the duties of the Superintendent, it shall not be considered a breach of this provision of the Contract."

3. Amendment to Section 4(a). In Section 4(a) of the Superintendent Contract, a paragraph shall be added stating:

"Beginning July 1, 2021, the Superintendent shall be paid an annual sum of \$135,000, subject to normal tax withholding, paid in equal installments on the regular pay schedule for RBBCSC for its employees."

4. Amendment to Section 4(e). Section 4(e) of the Superintendent Contract, shall be amended to state:

"The Board shall make any contributions to the Superintendent's Valic Retirement Fund in the same amount it makes to the teachers for the Indiana State Teachers Retirement Fund 96 Account. The Superintendent is not eligible for contributions to the Indiana State Teachers Retirement fund."

The Superintendent and Board acknowledge that the Superintendent has received a lump sum contribution based on the amounts the Superintendent did

not receive, but was entitled to receive, under the Superintendent's prior contracts with the Board. The Superintendent and Board acknowledge and agree that the Superintendent has now received all retirement contributions the Superintendent was entitled to receive from the date his employment with RBBCSC commenced to the date of this Second Amendment.

Beginning July 1, 2021, the Superintendent shall also have the option of participating in the Matching Annuity Plan, as set forth in as provided in Article VIII, Section F of the Master Teachers Contract.”

This Second Amendment to the Contract was approved at a meeting of the Board of School Trustees on the ____ day of _____, 2021.

SUPERINTENDENT:

Jerry Sanders

BOARD OF TRUSTEES:

By:

Dana Kerr, President

Jimmie Durnil, Vice-President

Larry DeMoss, Secretary

Angie Jacobs, Member

Brad Tucker, Member