

## AMENDMENT TO SUPERINTENDENT'S CONTRACT

**WHEREAS**, the Franklin Community School Corporation ("FCSC") is an Indiana public school corporation; and,

**WHEREAS**, the duly elected or appointed Board of School Trustees of FCSC, pursuant to law, acts on behalf of FCSC, and is authorized by law to employ a superintendent, and the Board of School Trustees did, on July 1, 2018, employ Dr. David Clendening ("Superintendent") as Superintendent of FCSC pursuant to written Agreement ("Agreement"); and,

**WHEREAS**, FCSC and Superintendent amended the Agreement on January 11, 2021; and,

**WHEREAS**, FCSC and Superintendent now desire to further amend the Agreement and, therefore, based upon the mutual promises, covenants and considerations contained in the Agreement, the prior Amendment to the Agreement and this Amendment to the Agreement, FCSC and Superintendent agree as follows:

1. Term extended to and including June 30, 2025.
2. Base annual salary for 2021-2022 school year to increase by 4% over the 2020-2021 base salary.
3. For the 2021-2022 school year, the Superintendent will receive a stipend in an amount equal to 2% of the base salary for 2020-2021.
4. For the 2022-2023 school year, and subsequent school years covered by this contract, the Superintendent will receive the same salary increase as negotiated for certified staff in the Collective Bargaining agreement.
5. Upon approval of this Amendment, the Superintendent will receive a \$5,000.00 stipend for being named Superintendent of the Year for Indiana.
6. If the Superintendent places in the Top 5 candidates on a national level, the Superintendent will receive another \$10,000.00 stipend for this accomplishment.
7. A work year of 260 days with entitlement to 22 vacation days, 15 PTO days, annual holidays, and bereavement leave per the Franklin Community Schools Collective Bargaining Agreement.
8. Teacher Retirement Fund (TRF): 3% of the Superintendent's base salary, which is statutory for the State of Indiana.
9. Annuity - The School Corporation pays an amount of \$15,000.00, and 2% of Superintendent's base salary, plus a matching amount of .5% of the Superintendent's base salary into a 401(a).

10. Health Insurance - FCSC will pay 87% of the health premium as of November 1, 2021. The Superintendent will be responsible for the remaining 13%, which is currently \$246/month. Health Premium stipend - FCSC will contribute \$2,952.00 for a family policy for health insurance. The Collective Bargaining agreement also provides a \$500.00 HSA distribution for those certified staff that elects a HSA plan for their health insurance.

11. Life Insurance and Disability - FCSC provides \$125,000.00 life insurance and disability insurance.

12. Car Allowance - FCSC pays an amount of \$3,500.00 annually for a car allowance. Such payments will include payments for in-state and out of state mileage.

13. Professional Memberships - Dues to professional organizations shall be paid by FCSC if approved in advance by the Board of School Trustees and permitted by the State Board of Accounts.

14. Professional Conferences - FCSC will pay fees and travel expenses for the Superintendent to attend professional conferences approved in advance by the Board.

15. Evaluation - The Board of School Trustees will meet each contract year for the purpose of the annual performance evaluation.

All other terms and conditions of Superintendent's Contract and Amendments thereto not specifically amended pursuant to this Amendment shall remain in full force and effect.

This Amendment has been entered into by and between FCSC and Superintendent this 13<sup>th</sup> day of December, 2021.

FRANKLIN COMMUNITY SCHOOL CORPORATION

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Andy Lamm, President  
Board of School Trustees

ATTEST:

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Becky Nelson, Secretary  
Board of School Trustees

SUPERINTENDENT

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Dr. David Clendening, Superintendent  
Franklin Community School Corporation