SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This contract (hereafter the "Contract") alters the basic teacher contract for the employment of Troy Friedersdorf as Superintendent (hereafter the "Superintendent") by the Board of School Trustees of the Elwood Community School Corporation (hereafter the "Board").

1. Employment of Superintendent and Term of Employment.

The Board agrees to employ the Superintendent and the Superintendent agrees to be employed by the Board as the Chief Executive Officer of the Elwood Community School Corporation for the period beginning on August 10, 2026, and concluding on June 30, 2029, subject to the terms of this Contract.

The parties agree that the term of this Contract shall automatically be extended one (1) school year on July 1, 2027, and on each successive July 1 thereafter, unless either party gives the other written notice on or before the immediately preceding June 30 that the party does not agree to the automatic extension. The parties agree that this provision shall result in a continuous three (3) year Contract unless one party provides timely written notice of non-extension. A notice of non-extension shall not cancel or shorten the Contract, but shall only prevent the addition of another year and establish the then-current expiration date as the final expiration date, subject to all applicable statutory notice requirements. Notwithstanding the foregoing, no automatic extension under this Contract shall extend the expiration date beyond June 30, 2034, which represents the maximum extension of the original Contract term permitted by IC 20-28-8-6(b)(1). Nothing in this provision shall prevent the parties from entering into a new superintendent contract in accordance with applicable law. The Contract term and any extension thereof shall remain subject to early cancellation pursuant to Paragraph 4, Contract Cancellation.

The parties agree that the Superintendent shall provide services on two hundred sixty (260) days during each school year and a proportionate number of workdays in each partial school year of employment. For purposes of this Contract, a "school year" shall be defined as a period beginning on July 1 of one calendar year and concluding on June 30 of the following calendar year. These workdays shall be provided in accordance with a schedule of workdays established by the Superintendent so as to ensure the full and competent performance of the duties established in Paragraph 2 of this Contract.

The Superintendent's two hundred sixty (260) scheduled workdays shall include paid holidays, vacation days, PTO days, and any other leave granted pursuant to this Contract or the Administrator Handbook.

2. Duties of the Superintendent.

The parties agree that the duties of the position of Superintendent to be performed pursuant to this Contract are set forth in a job description for the position which is defined by Board policy and incorporated into this Contract by reference. The review of the Superintendent's job performance provided for in Paragraph 1 of this Contract shall be based upon the duties in the job description, which job description may be amended from time to time by the Board. The Superintendent shall be responsible to, and shall be subject to, the direct supervision and evaluation of the Board. The Superintendent is also responsible for complying with all directives of the Board which are authorized by official Board action.

Unless otherwise approved by the Board, the Superintendent agrees that his duties pursuant to this Contract represent full-time employment and he will not accept outside employment, perform work as an independent contractor, or engage in any other business pursuit involving his personal services if any of these activities interfere with the performance of his duties as Superintendent.

The Superintendent agrees that at all times while he is employed pursuant to this Contract he will fully meet the minimum qualifications for the position of Superintendent and will maintain a Superintendent license from the State of Indiana.

3. Salary and Benefits.

As consideration for the performance of the duties and meeting the qualifications established by this Contract, the Board agrees that the Superintendent shall receive the following:

a. Base Salary.

The Superintendent shall be paid an initial annual base salary of One Hundred Thirty-Five Thousand Dollars ($135,000.00), which may be increased in future school years in accordance with the terms of this Contract. The Superintendent will be paid in twenty-six (26) equal bi-weekly installments on a schedule fixed for all employees of the Corporation. The salary for 2026-2027 school year will be prorated accordingly.

b. Performance Pay.

The Board in its sole discretion may pay a base salary performance increase or one-time performance stipend payment in the range of $1.00 to $10,000 if the Superintendent is evaluated as highly effective or effective and achieves the performance objectives established by the Board in a contract year.

c. Vacation Leave Days.

In each school year, the Superintendent shall be granted paid vacation days in accordance with the School Corporation's Administrator Handbook. The number of paid vacation days granted to the Superintendent via the Administrator Handbook shall never be lower than 20 days per year, but may in the Board's sole discretion be greater than 20 days per year. In addition to the paid vacation days, all paid Holidays afforded to 260-day employees will be afforded to the Superintendent.

d. Paid Time Off (PTO).

In each school year, the Superintendent shall be granted paid time off in accordance with the School Corporation's Administrator Handbook. The number of PTO days granted to the Superintendent shall not be fewer than twelve (12) days per school year but may, in the Board's discretion, be greater than twelve (12) days per school year. Upon commencement of this Contract, the School Corporation shall credit the Superintendent with his accumulated unused personal illness or PTO days from his previous employment, not to exceed one hundred fifty (150) days. PTO days earned by the Superintendent while employed at Elwood Community Schools accumulate from year to year if unused, but shall not accumulate to exceed one hundred fifty (150) PTO days.

e. Health Insurance.

The Superintendent may participate in the School Corporation's group health, dental, vision, long-term disability, and life insurance plans, subject to the eligibility requirements of each plan. The School Corporation shall pay the same employer contribution toward the cost of such plans as it pays on behalf of full-time administrators. The Superintendent shall also be eligible for the same employer contribution to a Health Savings Account provided to full-time administrators, subject to applicable law and plan eligibility requirements.

f. Term Life Insurance.

The Board will provide to the Superintendent a term life insurance policy with a face value equal to $100,000.00. The Superintendent shall contribute $1.00 annually toward the cost of the premium for such term life insurance.

g. Long Term Disability Insurance.

The Superintendent may participate in the School Corporation's long-term disability plan under the same terms and conditions as all other administrators and teachers under the Master Teachers Contract.

h. ISTRF Employee Contribution.

The Board will make any contribution to the Indiana State Teacher's Retirement Fund that would otherwise be required to be paid by the Superintendent.

i. 401(a) & 403(b) Contributions.

The Superintendent shall be vested immediately in the 401(a) and 403(b) plans offered to employees. The Board will make annual contributions to the Superintendent's 401(a) and 403(b) plans in accordance with the Administrator Handbook.

j. Automobile Compensation.

The Superintendent will receive additional compensation for the use of his personal vehicle related to business travel in accordance with the Administrator Handbook. The amount of additional compensation provided under this provision shall be $250.00 per month and shall not be reduced during the term of this Contract without the Superintendent's written consent. The compensation provided herein is in lieu of the Superintendent receiving the IRS mileage reimbursement.

k. Business and Professional Expenses.

The Board agrees to pay all reasonable expenses for the Superintendent to attend state and national conferences to enhance his professional skills and knowledge, provided the Superintendent receives advance approval from the Board to attend such conference(s).

The Board agrees to pay for institutional memberships for professional organizations or membership fees for professional organizations as part of the annual budget.

l. Moving Expenses.

If the Superintendent relocates his residency within the boundaries of the School Corporation's district within the first eighteen (18) months of his employment with the School Corporation, then the Board will reimburse the Superintendent for moving expenses up to a maximum of Three Thousand Dollars ($3,000.00).

m. Other Benefits.

The Superintendent may receive all other benefits established by the Board for all other administrators and teachers under the School Corporation's Master Teacher Contract and Administrator Handbook, to the extent applicable to the Superintendent.

4. Contract Cancellation.

The parties agree that the three alternative termination provisions set forth in this paragraph shall be the sole and exclusive means of cancelling the Superintendent of Schools Basic Teacher's Contract and this Contract (hereafter collectively referred to as the "Superintendent's Contracts") prior to their expiration date. Any of the following three alternatives—(a), (b), or (c)—may be utilized by the Board, subject to the requirements applicable to each alternative, to terminate the Superintendent's Contracts before their expiration date.

(a) Termination Option 1

(i) The Board initiates cancellation for cause for one or more of the statutory reasons for cancellation of a teacher contract contained in IC 20-28-7.5-1; and

(ii) The Board gives the Superintendent written notice of its intent to cancel the

Superintendent's Contracts for cause and provides the Superintendent the opportunity to have a hearing before the Board in an official executive session at least ten (10) days before the Board meets in a public meeting to vote on the termination.

(iii) If the Superintendent requests a hearing with the Board under Paragraph (a)(ii) herein, and if the Board would subsequently vote in a public meeting to approve the termination of the Superintendent's Contracts, then the Board will issue written findings that one or more of the statutory reasons for cancellation of a teacher contract contained in IC 20-28-7.5-1 exist.

(b) Termination Option 2 -- The Board may cancel the Superintendent's Contracts without cause only upon payment to the Superintendent of a contract buyout equal to the Superintendent's annual base salary in effect on the date the Board votes to cancel the Superintendent's Contracts; provided, however, that the buyout shall not exceed the maximum amount permitted by IC 20-28-8-6(b)(2). The buyout shall be paid in a lump sum no later than the effective date of cancellation. Cancellation under this provision shall not become effective until the required lump-sum payment has been made and the School Corporation has provided the Superintendent with written confirmation of the continuation or replacement of the benefits required below.

(i) In addition to the salary buyout, and to the fullest extent permitted by law and the applicable benefit plans, the School Corporation shall continue the Superintendent's existing group health, dental, vision, life, and long-term disability insurance coverage, including the School Corporation's regular employer contributions, for twelve (12) months following the effective date of cancellation or until the Superintendent becomes eligible for substantially comparable employer-sponsored coverage, whichever occurs first. If direct continuation under a benefit plan is not permitted, the School Corporation shall reimburse the Superintendent for the cost of obtaining substantially comparable coverage, to the extent permitted by law.

(ii) To the fullest extent permitted by law and the applicable retirement plan, the School Corporation shall also make the retirement or deferred-compensation contributions that it would have made on the Superintendent's behalf during the twelve (12) months following cancellation. If such contributions are not legally or administratively permitted following termination of employment, the School Corporation shall provide an equivalent payment to the Superintendent, to the extent permitted by law.

(iii) The Superintendent shall not be required to mitigate the salary buyout by seeking or accepting other employment, and compensation received from subsequent employment shall not reduce the amount owed under this provision. Upon receipt of the lump-sum buyout and written confirmation of the continuation or replacement of the benefits required by this provision, the Superintendent shall submit his resignation effective as of the cancellation date.

(c) Termination Option 3 -- The Board may cancel the Superintendent's Contracts under this provision only if:

(i) a final action by the Indiana Department of Education or another governmental authority having jurisdiction revokes or suspends the Superintendent's license required for the position, and the revocation or suspension legally prevents the Superintendent from continuing to serve as Superintendent; or

(ii) the Superintendent is finally convicted of an offense that, under applicable Indiana or federal law, legally disqualifies him from employment as a public-school superintendent.

Before cancellation under this provision, the Board shall provide the Superintendent with written notice identifying the final licensing action, conviction, or legal disqualification upon which the proposed cancellation is based. The cancellation shall not become effective until the Superintendent has received all notice, hearing, and due-process rights required by applicable law, unless continued employment is expressly prohibited by law.

For purposes of this provision, a conviction shall be considered final only after judgment has been entered by the trial court. Nothing in this provision constitutes a waiver by the Superintendent of any statutory, contractual, or constitutional right or remedy.

If the Superintendent desires to request to the Board that his Superintendent's Contracts be cancelled, then the Superintendent must give the Board at least thirty (30) days' written notice prior to the effective date when such cancellation would become effective.

5. <u>Defense and Indemnification</u>.

The Board agrees to provide the Superintendent with legal counsel selected and paid for by the Board and to defend and indemnify and hold the Superintendent harmless for all claims, demands and judgments arising out of the performance of the duties within the scope of his employment as set out in Paragraph 2 of this Contract to the fullest extent permitted by law. The provisions of this paragraph exclude criminal conduct, malfeasance in employment, conduct outside the scope of the Superintendent's duties, litigation in which the Superintendent is an adverse party to the Board, and liabilities, costs, or damages arising from bad faith on the part of the Superintendent. Except for litigation in which the Superintendent is an adverse party to the Board, the Board's duty to provide and pay for the Superintendent's legal defense shall continue unless and until a final, nonappealable judgment or other final adjudication determines that the Superintendent engaged in criminal conduct, malfeasance in employment, conduct outside the scope of his duties, or bad faith. An allegation, complaint, charge, indictment, or preliminary finding shall not, by itself, relieve the Board of its duty to provide and pay for the Superintendent's defense. If a final, nonappealable judgment or other final adjudication establishes conduct excluded under this paragraph, the Superintendent shall reimburse the School Corporation for defense costs only to the extent required by applicable law.

6. <u>Entire Agreement and Contract Construction</u>.

This Contract contains all the agreed terms of employment of the Superintendent by the Board. The parties agree that to the extent this Contract is inconsistent with the Superintendent's basic teacher contract, the terms of this Contract shall control. For purposes of the construction and interpretation of this Contract, both parties participated in the drafting of this Contract and neither party shall be considered the drafter of this Contract or any particular language contained in this Contract.

7. <u>Contract as a Public Record.</u>

The parties agree that this Contract is a public record under the Indiana Public Records

Law.

8. Governing Law and Severability.

The Superintendent's Contracts shall be governed by the laws of the State of Indiana. If, during the term of the Superintendent's Contracts, any specific clause or provision thereof is determined to be illegal or in conflict with State or Federal law, the illegal or conflicting provision shall be deemed void. The remainder of the Superintendent's Contracts shall not be affected and shall remain in full force and effect.

Approved by the Board and agreed to by the Superintendent on August 6, 2026.

SUPERINTENDENT

By: ____________________
Dr. Troy Friedersdorf
Date: 8/6/26

ELWOOD COMMUNITY SCHOOLS BOARD OF SCHOOL TRUSTEES

By: ____________________
Robert Savage, Board President
Date: 8/6/26

Attest: ____________________
Sandra Ratliff, Board Secretary
Date: 8/6/26