

**FIFTH AMENDMENT TO
ADDENDUM TO SUPERINTENDENT'S CONTRACT**

THIS FIFTH AMENDMENT TO ADDENDUM TO SUPERINTENDENT'S CONTRACT is attached to the Superintendent's Contract dated the 10th day of June, 2013, by and between **SCHOOL TOWN OF HIGHLAND, OF LAKE COUNTY, INDIANA** (hereinafter called the "Board"), and **BRIAN J. SMITH** (hereinafter called "Superintendent").

WITNESSETH THAT:

WHEREAS, a Superintendent's Contract was entered into by and between the Board and Superintendent pursuant to IC 20-28-6-3 as the regular uniform contract for the employment of teachers pursuant to IC 20-28-6-4(b); and

WHEREAS, the parties entered into an Addendum to the Contract with additional provisions which are specifically incorporated by reference and made a part hereof of the Contract (the "Addendum");

WHEREAS, the parties entered in a First Amendment to the Addendum with additional provisions which are specifically incorporated by reference and made a part hereof of the Contract (the "First Amendment");

WHEREAS, the parties entered into a Second Amendment to the Addendum with additional provisions which are specifically incorporated by reference and made a part hereof of the Contract (the "Second Amendment");

WHEREAS, the parties entered into a Third Amendment to Addendum the with additional provisions which are specifically incorporated by reference and made a part hereof of the Contract (the "Third Amendment");

WHEREAS, the parties entered into a Fourth Amendment to the Addendum with additional provisions which are specifically incorporated by reference and made a part hereof of the Contract (the "Fourth Amendment"); and

WHEREAS, the parties now desire to modify Paragraph 2 of the Addendum entitled "Salary", Paragraph 5 entitled "Tax Sheltered/Deferred Annuity" and Paragraph 10 of the Addendum entitled "Vacation".

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between the parties as follows:

1. That Paragraph 2 entitled "Salary" is hereby deleted in total and said Paragraph 2 shall now read as follows:

"2. **SALARY.** The annual base salary for the Superintendent shall be adjusted retroactive to July 1, 2018, to the amount of One Hundred Fifty-Four Thousand, Seven Hundred Seventy Dollars (\$154,770.00).

2. That Paragraph 5 entitled "Tax Sheltered/Deferred Annuity" is hereby deleted in total and said Paragraph 5 shall now read as follows:

"5. **TAX SHELTERED/DEFERRED ANNUITY.** The Board shall pay a tax sheltered deferred annuity contribution annually on behalf of the Superintendent in the an amount equal to five percent (5%) of the Superintendent's annual salary for as long as this contract shall be in effect. This annuity will be owned by the Superintendent.

3. That paragraph 10 entitled "Vacation" is hereby deleted in total and said Paragraph 10 shall now read as follows:

"10. VACATION. The Superintendent shall receive twenty-five (25) calendar days of vacation annually exclusive of legal holidays as noted: New Years Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following day, Christmas Eve and Christmas Day. The Superintendent shall be entitled to sell back vacation days in an amount not to exceed eight (8) vacation days at his current daily rate on an annual basis. Any unused vacation days will be transferred to accumulative sick leave.

4. The parties further agree that all other terms, conditions and covenants of the Superintendent's Contract and subsequent Addendums entered into between the parties shall remain unaltered and in full force and effect except as herein expressly modified or supplemented thereto.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to Addendum to Superintendent's Contract this 19th day of March, 2019.

**SCHOOL TOWN OF HIGHLAND
OF LAKE COUNTY, INDIANA**



PATRICK KRULL, President



LUANNE JURCZAK, Vice President



ROBERT KUYA, Secretary

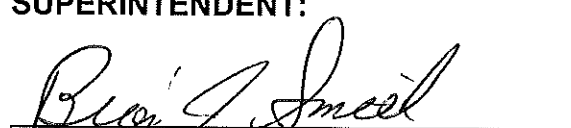


CAROL GREEN FRALEY, Member



VICTOR GARCIA, Member

SUPERINTENDENT:



BRIAN J. SMITH