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**REGULAR TEACHERS 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 **Concord Community Schools** ("Corporation") and **Daniel W Funston** ("Teacher").

**Daniel W Funston** 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, **July 01, 2020**, and ending on **June 30, 2023**. *Ind. Code 20-28-6-2(a)(3)(A)*
2. The school term described in paragraph 1 immediately above for services under this Contract consists of **261.0** days. *Ind. Code 20-28-6-2(a)(3)(B)*
3. 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 **\$152,000.00** during the school year. *Ind. Code 20-28-6-2(a)(3)(C)*
5. The Corporation shall pay this amount in **26.00** installments on a **26** 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 **1st** day of **July, 2020**.

## Concord Community Schools

### ADDENDUM TO Regular Teacher's Contract for Superintendent

THIS ADDENDUM made and entered effective as of the 1st day of July, 2020, by and between Concord Community Schools (the "School Corporation") and Dan Funston (the "Superintendent") supplements the terms set forth in any Regular Teacher's Contract executed by the School Corporation and the Superintendent which specifically provides for employment of Dan Funston as superintendent of the School Corporation, and witnesses:

1. TERM AND DUTIES. The School Corporation employs the Superintendent and the Superintendent accepts employment as the chief executive officer of the School Corporation for a term commencing on July 1, 2020, and ending on June 30, 2023. As the chief executive officer of the School Corporation, the Superintendent shall perform the duties and discharge his responsibilities as enumerated in the job description and applicable School Corporation bylaws and policies, which are attached collectively as Exhibit A and incorporated by this reference.

2. ANNUAL EVALUATION. In conjunction with the conclusion of its annual planning cycle, the Board of School Trustees of the School Corporation (the "Board") will conduct a formal summative evaluation of the Superintendent. The evaluation will be based upon data derived during the year from monitoring board policies and goals. Prior to his annual evaluation, the Superintendent shall provide a written report on progress made toward the district and professional goals. In addition, the Superintendent shall provide a written midyear update. The Superintendent will provide the Board as much information as is necessary to allow the Board to be adequately informed.

A written composite evaluation will be prepared by the Board. The Superintendent will have the opportunity to review that document before meeting with the Board in executive session. The report will be signed by the Superintendent and each member of the Board. All employment decisions regarding the Superintendent remain within the sole and continuing discretion of the Board.

3. EXPIRATION AND EXTENSION OF ADDENDUM. On July 1 of each year, this Addendum's term shall extend for an additional school year. This Addendum shall be for a continuous three (3) school year term, but this Addendum's duration shall not exceed the total of

eight (8) school years. Either party may object before May 1 on any given year to an extension of the term for an additional school year. If such objection is made, this Addendum shall not automatically extend. The Superintendent shall be responsible to annually inform and remind the Board, in writing, of this automatic extension between February 1 and April 1 of each year. The Superintendent's failure to so inform and remind the Board shall cause this Addendum's term not to be automatically extended. The Board shall follow the statutorily prescribed process for the cancelation or nonrenewal of this Addendum.

4. COMPENSATION. The School Corporation shall pay the Superintendent the annual salary compensation of One Hundred Fifty-two Thousand and no/100 Dollars (\$152,000.00). Provided that the Superintendent achieves the rating of highly effective or effective, or an equivalent rating, on his annual evaluation, he shall be entitled to a raise. The annual raise of the Superintendent shall be equal in terms of percentage to the average percentage raise of teachers who receive raises for that year. The average shall be determined by comparing the total amount to be added to the base salaries paid to all eligible teachers for that year divided by the total base salaries for all of those teachers. The Superintendent shall be paid in twenty-six (26) equal installments on a schedule fixed for all School Corporation employees.

5. AUTOMOBILE. The Superintendent shall provide an automobile for his use in the performance of his duties on behalf of the School Corporation. Other than gasoline purchases as set out below, the Superintendent shall pay all of the expenses necessary for the upkeep, maintenance and operation of the automobile, including the expenses for insurance, lubricants and antifreeze. The School Corporation shall reimburse the Superintendent for gasoline purchased by the Superintendent for business travel or the Superintendent shall purchase gasoline on such travel using the School Corporation's credit card. The Superintendent shall be personally responsible for purchasing gasoline for long distance personal trips.

6. INTERNET SERVICE. The Superintendent shall procure internet service at his residence for his use in the performance of his duties on behalf of the School Corporation. The Superintendent shall pay all of the expenses associated with the procurement of that internet service, including monthly charges, hardware costs, and other costs. The Superintendent shall provide his email address or any other necessary internet contact information to appropriate school personnel to ensure that he may be readily contacted via the internet if School Corporation business

so requires. The Superintendent shall procure an internet service that appropriately integrates with the technology and telecommunication services then being used by the School Corporation.

7. CELLULAR TELEPHONE. The Superintendent shall provide a cellular telephone for his use in the performance of his duties on behalf of the School Corporation. The Superintendent shall provide a cellular telephone that appropriately integrates with the technology and telecommunications then being used by the School Corporation. The Superintendent shall pay all of the expenses associated with the operation of that cellular telephone, including monthly charges, long distance charges, and other costs. The Superintendent shall provide his cellular telephone number to appropriate school personnel to insure that he may be readily contacted if School Corporation business so requires.

8. INSURANCE. The School Corporation shall pay the total premium for the Superintendent for a family or individual health insurance policy offered by the School Corporation to its certificated employees. The School Corporation shall pay the total premium for the Superintendent for a family or individual dental and vision policy offered by the School Corporation to its certificated employees. The School Corporation shall pay the total premium for a supplemental income protection insurance policy for the Superintendent, which guarantees a portion of his salary after a sixty-day waiting period pursuant to the terms of the applicable policy. The School Corporation shall also pay the total premium for a term life insurance policy for the Superintendent with death benefits in the same amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00).

9. PROFESSIONAL ASSOCIATION MEMBERSHIP. The School Corporation encourages the Superintendent's continued professional growth by participating in the programs, conferences and activities conducted by local, state, and national education associations, such as American Association of School Administrators, Indiana Association of Public School Superintendents and Indiana School Board Association. The School Corporation shall pay the Superintendent's reasonable membership fees and other costs for participating in these and other professional associations that the Superintendent reasonably believes will be beneficial to the performances of his job responsibilities and obligations.

10. INCIDENTAL BUSINESS EXPENSES. The School Corporation shall reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the performance of his duties under this Addendum.

11. VACATION AND PERSONAL BUSINESS DAYS. The Superintendent shall be entitled to a vacation time of twenty (20) business days for each year, to be taken at such time as the Superintendent shall elect. Vacation time may be taken at one time or in various segments. Vacation time unused in one calendar year shall be used on or before the immediately following June 30. After June 30, all unused vacation time from the previous calendar year shall be lost. The Superintendent shall be entitled to ten (10) paid holidays, which include Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Day after Christmas, New Year's Day, and Good Friday. The Superintendent shall also be entitled to three (3) personal leave days for each year. Personal leave days not used in a calendar year shall be added to the accumulated sick leave on the following July 1. One unused personal leave day may be carried over to the following year, but may not accumulate to more than four (4) additional personal leave days. No more than four (4) personal leave days may be used during any single school year.

12. PERSONAL ILLNESS DAYS. The Superintendent shall be entitled to receive the same personal illness benefit that is provided to the School Corporation's certified staff pursuant to the then current collective bargaining agreement between the School Corporation and the Concord Teachers Association or any successor organization. Use of those personal illness days by the Superintendent shall be governed by the School Corporation's policies, guidelines, procedures, and rules relating to those days. The Superintendent shall be entitled to transfer in thirty (30) personal illness days from his previous employer.

13. REIMBURSEMENT OF RELOCATION EXPENSES. The School Corporation shall reimburse the Superintendent for his reasonable relocation expenses, up to a maximum of Ten Thousand and 00/100 Dollars (\$10,000.00) incurred in moving from his current residence to one in or near the Concord Community Schools district. These expenses include, but are not limited to, the charges by a moving company, temporary housing, reasonable hotel expenses, gas mileage, etc. The Superintendent shall submit a claim for reimbursement in a format suitable to the State Board of Accounts within thirty (30) days of receiving the invoice for such expense or service. Failure to timely submit such a reimbursement request will relieve the School Corporation of any obligation it may possess to approve and pay such a reimbursement request. The School Corporation shall not be obligated to reimburse any such expense incurred by the Superintendent after May 1, 2021.

14. COMMUNICATION EQUIPMENT. The School Corporation shall provide, at its expense, to the Superintendent, communication equipment that he reasonably determines is necessary for the effective performance of his responsibilities. Such communication equipment includes, but is not limited to pager, mobile two-way radio system, laptop computer, home computer, personal digital assistant, high speed internet and email access at the administration building.

15. OTHER BENEFITS. The Superintendent shall be entitled to all nonduplicative benefits provided to certificated employees as are incidental to their employment relationship with the School Corporation. These benefits include, but are not limited to, benefits and leaves, any other forms of insurance protection, retirement program, choice of tax sheltered annuities, and other certificated employee benefits. The Superintendent shall not receive any benefit offered certificated employees that is identical, similar, or of the same nature to those specifically set out or otherwise discussed in the Addendum.

16. ADMINISTRATIVE RETIREMENT PLAN.

16.1. Qualification. In order to qualify for a "retirement pay" benefit, the Superintendent must meet all of the following requirements:

(a) Completed a minimum of ten (10) consecutive years of service as an administrator or teacher in the School Corporation immediately preceding retirement.

(b) For retirement benefit purposes only, "Leaves of Absence" approved by the Board shall not be considered an interruption of consecutive service in the School Corporation. Years of service prior to an interruption in service will count towards a retirement pay benefit if the break in service is less than or equal to the service prior to the break.

(c) Notify the Board in writing not later than the date of his signing of the last Regular Teacher's Contract of the intention to retire. In the event that the Superintendent is unable to give timely notice of retirement as required and is forced to retire as a result of ill health, accident or other unforeseen events not the fault of and beyond the control of the Superintendent, the requirement of written notice of retirement may be waived by the Board.

16.2. Benefit. The Superintendent will be eligible to purchase at his expense a single or family medical/hospitalization insurance and a single or family dental policy offered by the School Corporation to its certificated employees. At the time of his retirement, the Superintendent will have thirty (30) days to notify the Board in writing if he wishes to take a single or family medical

insurance policy at his expense. The Superintendent will also be eligible to purchase at his expense, through the School Corporation each year until he becomes eligible for Medicare, a term life insurance policy with death benefits in an amount equal to his last annual salary or the maximum death benefits amount provided under the group retirement plan, whichever is the lesser death benefits. At the time of his retirement, the Superintendent will have thirty (30) days to notify the Board in writing if he wishes to purchase the term life insurance policy. The Superintendent will have the option of enrolling in the Section 125 flexible spending plan for the express and limited purpose of paying the medical insurance premiums. The Superintendent shall be solely responsible for notifying the School Corporation between August 1 and September 1 of each year if he intends to continue the medical or term life insurance selected at the time of his retirement.

17. **DEFENSE AND INDEMNIFICATION.** In the event that the Superintendent is named as a defendant in any suit arising out of the performance of his duties for, or employment with, the School Corporation, the Board shall promptly determine if the action alleged in the complaint was taken by the Superintendent in good faith, and if the Board determines that the action was taken in good faith, the Board shall defend the Superintendent in the suit. In addition, if the Board further determines that payment of any judgment, compromise or settlement of a claim or suit against the Superintendent arising out of the performance of his duties for, or employment with, the School Corporation is in the best interest of the School Corporation, that the liability, cost or damage is not predicated on and does not arise out of the bad faith of the Superintendent, and the claim or judgment is not based on the Superintendent's malfeasance in office or employment, the School Corporation shall pay such judgment, compromise or settlement and shall hold the Superintendent harmless from any liability, cost or damage in connection therewith, including but not limited to the payment of any legal fees.

18. **TERMINATION.**

18.1. Grounds for Termination. This Addendum may be terminated by (a) mutual agreement of the parties; (b) retirement of the Superintendent; (c) disability of the Superintendent; or (d) discharge for cause; or (e) death of the Superintendent.

18.2. Disability of the Superintendent.

(a) In the event of the Superintendent's disability (as defined in the supplemental income protection insurance policy insuring the Superintendent), the Superintendent's compensation shall be suspended after the Superintendent's sick leave has been

exhausted and after the Superintendent has qualified for the benefits under said policy. The Superintendent's compensation shall be reinstated as soon as he has returned to employment and undertaken the full discharge of his duties. The Board may terminate this Addendum by written notice to the Superintendent at any time after the Superintendent has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of sixty (60) days.

(b) If a question exists concerning the capacity of the Superintendent to return to his duties, the Board may require the Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The Board and the Superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the School Corporation. The physician shall limit his report to the issue of whether the Superintendent has a continuing disability which prohibits him from performing his duties.

18.3. Discharge for Cause. The Board may terminate this Addendum for cause as provided in any statute stipulating cause for dismissal of teachers. The Superintendent is entitled, however to notice and, if he so requests, a hearing as provided by Indiana statute before any such termination may become effective. It is understood that "cause" as used in this Addendum means a ground which is put forward in good faith and which is not arbitrary and capricious, irrational or irrelevant to the educational mission of the School Corporation.

18.4. Regular Teacher's Contract. The Superintendent agrees that if this Addendum is terminated for any reason set out in this section, such discharge is sufficient grounds for the termination of the Regular Teacher's Contract amended by this Addendum and if so requested, the Superintendent shall resign and agree to the termination of his Regular Teacher's Contract effective as of the same date as the termination of this Addendum.

19. REASSIGNMENT. Superintendent shall not be transferred or reassigned by the Board to another position without his written consent except in the case of suspension with pay pending an administrative investigation, termination as Superintendent with retention as a teacher, or a bona fide emergency or disaster that requires Superintendent to fill in for absent personnel on a temporary and one-time basis.

20. SEVERABILITY. Any provision in this Addendum found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidation of the rest of this Addendum.

21. INTEGRATION. The parties hereto have incorporated into this Addendum their entire understanding with respect to the employment of the Superintendent by the School Corporation, and no past, present or future oral statements or prior written statements extrinsic to this Addendum, except such as may be incorporated by reference herein, shall have any force or effect; the parties are not relying upon any representations other than those expressly set forth herein.

22. GOVERNING LAW. This Addendum shall be construed in accordance with and governed by the laws of the State of Indiana.

23. BINDING EFFECT. The provisions of this Addendum shall be binding upon and inure to the benefit of the School Corporation and the Superintendent, their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the School Corporation has caused this Addendum to be executed in its name and on its behalf by the undersigned President, Secretary and members of the Board and the Superintendent has executed this Addendum effective on the day and year first above written.

## EXHIBIT A

### PERFORMANCE RESPONSIBILITIES:

- 1) Attends and participates in all meetings of the board and its committees, except when own employment or salary is under consideration.
- 2) Serves as ex officio member of committees.
- 3) Administers as chief school executive, the development and maintenance of a positive educational program designed to meet the needs of the community and to carry out the policies of the board.
- 4) Advises the board on the need for new or revised policies and sees that all policies of the board are implemented.
- 5) Prepares and submits to the board recommendations relative to all matters requiring board action, placing before the board such necessary and helpful facts, information and reports as are needed to ensure the making of informed decisions.
- 6) Acts on own discretion of action, if necessary in any matter not covered by board policy, reports such action to the board as soon as practicable, and recommends policy in order to provide guidance in the future.
- 7) Informs and advises the board about the programs, practices, and problems of the schools, and keeps the board informed of the activities operating under the board's authority.
- 8) Supervises the effective carrying out of all constitutional or statutory laws, state and charter regulations and board policies.
- 9) Makes all administrative decisions within the school necessary to the proper function of the . school district.
- 10) Exercises power to make such rules and gives such instructions to school employees and students as may be necessary to implement board policy.

- 11) Delegates at own discretion to other employees of the board the exercise of any powers or the discharge of any duties with the knowledge that the delegation of power or duty does not relieve the Superintendent of final responsibility for the action taken under such delegation.
- 12) Formulates school objectives, policies, plans and programs; and prepares (or causes to be prepared) and presents facts and explanations necessary to assist the board in its duty of legislation for the schools.
- 13) Conducts a periodic audit of the total school program and advises the board on recommendations for the educational advancement of the schools.
- 14) Communicates directly or through delegation all actions of the board relating to personnel matters to all employees; and receives from employees all communications to be made to the board.
- 15) Recommends for appointment, election, or employment all employees of the board and assigns, transfers, and recommends for dismissal any and all employees of the board except professional officers of the board.
- 16) Assigns and defines the duties of all personnel, subject to board approval.
- 17) Holds such meetings of teachers and other employees as necessary for the discussion of matters concerning the improvement and welfare of the schools.
- 18) Recommends to the board for final action the promotion, salary changes, demotion, or dismissal of any employee.
- 19) Reports to the board the case of any employee whose service is unsatisfactory, and recommends appropriate action.
- 20) Submits to the board a clear and detailed explanation of any proposed procedure which would involve either departure from established policy or the expenditure of substantial sums.

- 21) Directs the preparation of the annual budget for adoption by the board, and administers the budget as enacted by the board, acting at all times in accordance with legal requirements and adopted board policies.
- 22) Maintains directly or through delegation such personnel records, pupil accounting records, business records, and other records which are required by law and by board policy.
- 23) Files, or causes to be filed all reports required by the State and the school code.
- 24) Makes recommendations with reference to the location and size of new school sites and of additions to existing sites; the location and size on new buildings on school sites; the plans for new school buildings; all appropriations for sites and buildings; and improvements, alterations, and changes in the buildings and equipment of the district.
- 25) Represents the district in its dealings with other school systems, institutions, agencies, and community organizations.
- 26) Keeps informed of modern educational thought and practices by advanced study, by visiting school systems elsewhere, by attending educational conferences and by other appropriate means, and keeps the board informed of trends in education.
- 27) Represents the schools before the public and maintains, through cooperative leadership, both within and without the schools, such a program of publicity and public relations as may keep the public informed as to the activities, needs and successes of the schools.
- 28) Establishes and maintains a program of public relations to keep the public well-informed of the activities and needs of the school district, affecting a wholesome and cooperative working relationship between the schools and the community.
- 29) Keeps the public informed about modern educational practices, educational trends, and the policies, practice and problems in the district's schools:
- 30) Confers periodically with professional and lay groups concerning the school program and transmits to the board suggestions gained from such conferences.
- 31) Performs such other tasks as may from time to time be assigned by the board.