

## **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 March 19, 2009, employ Dr. David Clendening ("Superintendent") as Superintendent of FCSC pursuant to written Agreement ("Agreement"); and,

**WHEREAS**, the Agreement has been amended with the last Amendment occurring on December 13, 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 Amendments to the Agreement and this Amendment to the Agreement, FCSC and Superintendent agree as follows:

1. Term extended to and including June 30, 2026. Thereafter, the contract will renew each year for a period of twelve (12) months if Superintendent receives a rating of effective or highly effective for the year immediately preceding the year in which the contract is to expire.


2. For the 2023-2024 school year and all years thereafter, Superintendent will receive the same salary increase and any other stipends, or additional compensation, as provided to FCSC administrators.

3. Superintendent may remain on the medical, dental and life insurance policies offered administrators upon Superintendent's retirement from FCSC until reaching the age of sixty-five (65) or Medicare eligibility. FCSC shall pay one hundred percent (100%) of the monthly premium. However, in the event that, after retirement from FCSC, Superintendent accepts other employment which provides medical, dental and life insurance comparable to that provided by FCSC, FCSC shall not be required to provide medical, dental and life insurance to Superintendent. Further, in the event that Superintendent is dismissed or resigns in lieu of being dismissed because of immorality or behavior which the School Board determines amounts to the commission of a criminal offense, regardless of whether the Superintendent is actually charged, prosecuted or convicted, Superintendent shall not be eligible to receive medical, dental and life insurance from FCSC.


All other terms and conditions of Superintendent's Contract and all 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 12<sup>th</sup> day of February, 2024.

**FRANKLIN COMMUNITY SCHOOL CORPORATION  
BOARD OF SCHOOL TRUSTEES**

  
\_\_\_\_\_  
Printed: Mr. Jake Sappenfield  
Title: President

ATTEST:

  
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Printed: Mrs. Kristi Ott  
Title: Secretary

**SUPERINTENDENT**

  
\_\_\_\_\_  
Dr. David Clendening, Superintendent  
Franklin Community School Corporation