

**SUPPLEMENT TO REGULAR TEACHER’S CONTRACT  
FOR SUPERINTENDENT OF SCHOOLS**

**THIS SUPPLEMENT**, is made and entered into in the Town of Hagerstown, Wayne County, Indiana, this \_\_\_\_ day of \_\_\_\_\_, 2019 to be effective as of January 06, 2020, by and between **NETTLE CREEK SCHOOL CORPORATION**, a public school corporation reorganized and existing under the laws of the State of Indiana with principal offices at 297 East Northmarket Street, Hagerstown, Indiana (“NCSC”), by and through its Board of Trustees (hereinafter “Board”), and [REDACTED], currently a resident of \_\_\_\_\_ County, Indiana (hereinafter “Superintendent”).

**WHEREAS**, the Board now needs and desires to employ a Superintendent to perform the duties of Superintendent of NCSC; and

**WHEREAS**, the Board and Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as a basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational programs of NCSC; and

**WHEREAS**, [REDACTED] has consented to fulfill the duties of Superintendent of Schools of NCSC during the period of this agreement and in accordance with the terms and conditions set forth below:

**NOW, THEREFORE**, it is agreed by and between the parties as follows:

**1. Term of Contract** – The Board hereby employs Superintendent, and the Superintendent hereby accepts employment, as Superintendent of Nettle Creek School Corporation for a term commencing the 6th day of January, 2020, and ending on January 5, 2023. Nothing contained herein shall impair the right of the Board to terminate this Supplement

(and the Regular Teachers' Contract upon which it is based) for cause pursuant to the terms, conditions and procedures set forth at Indiana Code (IC) 20-28-6 and/or IC 20-28-8 et seq., as applicable and from time to time amended.

**2. Termination of Contract without Cause** – The Superintendent may terminate this Supplement (and the Regular Teachers' Contract upon which it is based) during the term of this Supplement, or any extension thereof, without cause upon at least ninety (90) days advance written notice to Board, provided that such notice is not rendered impossible or impractical due to the sudden onset of illness or disability of the Superintendent.

Pursuant to the provisions of IC 20-28-8-6(b), the Board may terminate this Supplement (and the Regular Teachers' Contract upon which it is based) during the term of this Supplement, or any extension thereof, without cause upon at least Five (5) days advance written notice to Superintendent. Upon such without cause termination by the Board, Superintendent shall be entitled to be paid the lesser of the amount of the Superintendent's then existing base annual salary, as set forth in Paragraph 4, below, as from time to time amended, or the sum of Two Hundred Fifty Thousand US Dollars (\$250,000.00). Such payment shall be subject to all mandatory withholdings from earned income due federal, state and local taxing authorities, and shall be paid to the Superintendent within thirty (30) calendar days of the effective date of his termination.

**3. Duties of Superintendent** – The Superintendent, in consideration of his employment and the salary and other sums and benefits to be provided to him by the Board, hereby accepts said employment on the terms and conditions herein contained and promises and agrees as follows:

- a. He will act, on a full-time basis, as the Chief Executive Officer of NCSC reportable directly to the Board, as the governing body of NCSC.
- b. He will assume and perform the usual and customary duties as Superintendent of Schools for NCSC in accordance with the applicable Board policies, regulations and proper Board directives.
- c. He will faithfully perform all duties imposed upon the Superintendent of Schools applicable to the school corporation by the laws of the State of Indiana, the rules and regulations promulgated by the Board, by a Commission or other agency of the State of Indiana, and all other proper directives of the Board.
- d. During the term of his employment with NCSC he will maintain in good standing a Superintendent's license issued by the Indiana Department of Education.

**4. Compensation and Method of Payment** – During each of the three contractual years, Superintendent will be paid according to the following salary schedule:

| <b><u>Contract Year</u></b> | <b><u>No. of Contract Days</u></b> | <b><u>Contractual Salary</u></b> |
|-----------------------------|------------------------------------|----------------------------------|
| 01/06/20 through 01/05/21   | 260                                | \$118,000.00                     |
| 01/06/21 through 01/05/22   | 260                                | \$118,000.00                     |
| 01/06/22 through 01/05/23   | 260                                | \$118,000.00                     |

Except as otherwise noted, the above stated salary shall be paid in twenty-six (26) equal bi-weekly installments pursuant to the regular payroll schedule of NCSC.

The Board shall, on at least an annual basis at such times as shall be reasonably agreed upon by Board and Superintendent, review the performance of Superintendent and may, from time to time and in the sole discretion of the Board, increase the salary and compensation paid Superintendent hereunder. The Board and the Superintendent shall mutually develop the criteria

for the annual performance review of the Superintendent. Beginning with the Superintendent's 2021-2022 contract year, the Board agrees that should members of the NCSC administrative team receive a general wage increase granted to substantially all such administrators, then Superintendent shall also receive such an increase in the above stated Base Salary effective at the same time as that received by those other administrators, or at such time as the Board determines, provided that the Superintendent's job performance shall have been evaluated by the Board as either "effective" or as "highly effective" in his most recently completed Board evaluation.

**5. NCSC Contribution to Tax Deferred Section 403(b) Annuity** – In addition to the above stated salary, during each Contract Year Board shall contribute a sum equal to Three Percent (3.0%) of the Superintendent's base salary to a tax deferred retirement or tax sheltered annuity plan as selected by the Superintendent, or in a sum equal to the maximum amount that would be permitted under the discrimination testing regulations of the Internal Revenue Code related to such benefit payments to highly compensated employees, whichever sum is the lesser. Such contribution shall be made by the Board by the 15<sup>th</sup> day of February after the completion of each year of service hereunder (or by the next business day thereafter should February 15 fall on a Saturday, Sunday or legal holiday when state or national banks are closed) and shall be based upon the Superintendent's Contractual Salary that prevailed as of the 5<sup>th</sup> day of January immediately preceding the Board contribution. Should the Superintendent's Contractual Salary be retroactively increased at a point in time subsequent to the Board contribution date, the Board shall timely make its prescribed contribution and when the Superintendent's Contractual Salary shall have been subsequently increased, the Board shall make any additionally due contribution within thirty (30) days of the retroactive adjustment to Superintendent's Contractual Salary.

**6. NCSC Contribution to Indiana TERF** – NCSC shall also pay the Superintendent’s required three percent (3.0%) of gross eligible salary contribution (in addition to the required employer contribution) to the Indiana Teacher Employees’ Retirement Fund (TERF).

**7. Vacation and Other Benefits** – The Superintendent shall be entitled to all of the applicable benefits, including fringe benefits, customarily provided by Nettle Creek School Corporation to other 260-day administrative employees as, from time to time, supplemented by subsequent Board policies or pronouncements. Such benefits include, but are not limited to, the following:

a. Vacation Time/Holiday Benefits – Superintendent shall be provided with fifteen (15) paid vacation days per contract year, plus those paid holidays as are approved and established, from time to time, by the Board (currently ten (10) holidays per contract year). For purposes of this sub-paragraph “a”, a “contract year” commences on January 06 of a given year and ends January 05 of the next calendar year. Partial year benefits, if applicable, shall be pro-rated on a monthly basis.

b. Health Insurance Package – The Board shall make available to the Superintendent the usual and customary family health, accident, hospitalization, vision and dental insurance coverage as that which is afforded all certificated employees of the Board in accordance with the terms, benefit levels and conditions contained in the insurance plan provided by and through the Board. Hospitalization and medical insurance shall be provided to Superintendent with NCSC paying the entire premium, less one dollar (1.00\$) for the current corporation family plan that the Superintendent selects.

c. Dental and Vision Insurance Benefits – Participation in the NCSC group dental and vision insurance plans, as said plans are in force from time to time, shall be at the sole premium costs to the Superintendent.

d. Life Insurance Benefits – The Board shall provide to the Superintendent, during the term of this agreement, term life insurance insuring the life of the Superintendent in an amount of one hundred thousand dollars (\$100,000.00), provided that said Superintendent is so insurable, as determined by the insurance carrier reasonably selected by the Board and the Superintendent to underwrite such term life insurance.

e. Long Term Disability Insurance – NCSC shall pay up to \$150.00 per contract year toward the premium for long term disability insurance coverage for the Superintendent.

f. Miscellaneous Leaves – The Superintendent shall be provided the following additional leave benefits:

i) Eighteen (18) days of paid time off (PTO) shall be allowed the Superintendent during each Contract Year. PTO may be used for personal illness, family illness or for personal business reasons. Any unused PTO days at the end of a contract year shall roll over into accumulated sick leave days (subject to the applicable aggregate limitations on the total permitted accumulation of such unused sick days of one hundred eighty (180) days).

ii) Five (5) days for bereavement leave upon the death of a member of the Superintendent's immediate family, as the term "immediate family" is defined in the currently operative NCSC collective bargaining agreement with its certificated employees' exclusive representative, or as defined in any subsequently developed Board administrative fringe benefit policy.

iii) Jury duty attendance requiring the Superintendent to be absent from duty on a contract day shall be fully compensated to the Superintendent at his regular daily rate, less such jury duty stipend as shall have been paid to the Superintendent.

iv) Superintendent has accumulated forty-four (44) days of leave entitlement in his prior employment. Superintendent shall be entitled to immediate credit of twenty (20) days of accumulated unused sick days at the commencement of the first Contract Year evidenced by this Supplement and attributed to his accumulation of unused sick days in his prior employment(s), but subject to prior verification of the Superintendent's accumulation of such unused sick days by his immediate prior employer. The remaining twenty-four (24) accumulated leave days shall be transferred to and for the benefit of Superintendent at the rate of four (4) such days per Contract Year starting with the 2021-2022 Contract Year until all such prior accumulated leave days have been transferred to and for the benefit of Superintendent as additional accumulated sick leave days.

g. Expense Reimbursement – Board shall pay or reimburse the Superintendent for expenses incurred in the performance of his duties under this contract, including mileage reimbursement at the applicable per mile rate in accordance with procedures subject to applicable budgetary limitations, as from time to time established by the Board. Such out of pocket expenses shall be submitted on the itemized claim form approved by the Indiana State Board of Accounts and paid in the usual course of business after approval on the NCSC's monthly accounts payable register.

h. Reimbursement of Professional Membership Fees / Professional Development – Annually, the Superintendent shall submit for Board approval dues expenditures for regular membership in the Indiana Association of Public School Superintendents and/or such other professional organizations as the Superintendent shall elect. Board shall also reimburse Superintendent for expenses incurred in professional development activities as, from time to time, determined by the Superintendent. Should participation in such professional development activities require Superintendent to be out of the school district for one entire contractual day or more, such absence shall be preapproved by the Board.

i. Attendance at National Conference – Subject to prior approval by the Board, the Superintendent will be allowed release time of up to one week and will be reimbursed for tuition/registration fees, air travel and lodging costs and a per diem meal allowance as determined from event to event by the Board, to allow the Superintendent's attendance at no more than one national educational conference every two contract years. Superintendent will be required to pay any such expenses incurred by his spouse or any other family member(s) who might accompany him on the trip to such national conference.

j. Physical Examination – The Superintendent is encouraged to secure an annual physical examination. The cost of one such examination per contract year shall be paid by NCSC. If there is a surcharge for such examination over the benefits paid by any applicable health insurance, the maximum contribution from the Board shall be five hundred dollars (\$500.00) in any contract year.



k. Cellular Phone – The Superintendent shall be paid a stipend of Seventy-five Dollars (\$75.00) per month for his business use of his personally owned cellular phone. Superintendent shall not be required to document his business usage of his cellular phone.

l. Moving/Relocation Expense Reimbursement – The Superintendent shall be reimbursed by NCSC for the reasonable costs of moving and relocation from his current residence in Fishers, Indiana, to a residence that is located within the geographical area comprising the NCSC district boundaries (or within a reasonable proximity to said boundaries as is acceptable to the Board) upon presentation of receipts for such packing, moving of personal property and temporary lodging pending completion of move (not to exceed three nights lodging) up to a maximum amount of reimbursement that is not to exceed five thousand dollars (\$5,000.00).

**8. Professional Liability and Indemnity** – Consistent with the provisions of IC 20-26-5-4(17), the Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings (including the costs of defense by legal counsel selected and paid for by the Board or by the school corporation's liability insurer, as applicable) brought against the Superintendent in either his official or individual capacity, provided that the Board determines by resolution that said incident or claim arose while the Superintendent was acting within the scope of his employment and such action was undertaken by the Superintendent in good faith. The Board's obligations hereunder shall not extend to instances wherein such liability, costs or damages are predicated upon claims arising out of bad faith actions taken by the Superintendent or where a claim or judgment is based upon the Superintendent's criminal malfeasance in office or employment.

**9. Full Time and Attention** – Superintendent shall devote his full time, attention and energy to the performance of his duties hereunder. With the prior approval of the Board, he may serve as an adjunct university professor, provide professional training or consultation services, and engage in other such professional activities. With Board approval of such activities, the Superintendent may use vacation leave or personal business days to perform such outside activities. Any fees, stipends or honoraria or publication rights and royalties arising from such activities shall be the property of the Superintendent. In no case will the Board be responsible for the payment of any expense attendant to the Superintendent’s performance of such outside activities.

**10. Interpretation of Contract** – This Supplement shall be construed to be supplemental to and an addendum of that Regular Teacher’s Contract dated \_\_\_\_\_, 20\_\_, and to which this Supplement shall be affixed.

**11. Saving Clause** – If, during the term of this contract it is found that a specific clause of the contract is illegal or otherwise unenforceable by a state or federal tribunal, then the remainder of this contract shall not be affected by such a ruling and shall be given the full force and effect to which it would otherwise be entitled.

**12. Miscellaneous Provisions** – Use of the singular herein shall imply the plural and vice versa. Use of the masculine, feminine or neuter gender shall imply the appropriate other where the context herein would so require.

**IN WITNESS WHEREOF**, the parties have herein below set their signatures on the month and day first set forth above.

(End of Page 10 Textual Content – Signature Templates Follow)

\_\_\_\_\_  
Superintendent

**NETTLE CREEK SCHOOL CORPORATION**

By \_\_\_\_\_  
Cary Rhoades, President

\_\_\_\_\_  
Dan Davis, Vice President

\_\_\_\_\_  
Bob Clark, Secretary

\_\_\_\_\_  
Lyle Finney, Member

\_\_\_\_\_  
Marcie Houghton, Member

\_\_\_\_\_  
Shaun Lieberman, Member

\_\_\_\_\_  
Eric Richardson, Member

End of "Supplement to Regular Contract" consisting of eleven (11) pages dated \_\_\_\_\_,  
20\_\_.

This Instrument Prepared By:  
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