

Addendum to the Superintendent's Employment Contract

This Addendum supplements the basic teaching contract of Dr. Nicole Singer as Superintendent ("Employee") and the Board of Trustees of the North Putnam Community School Corporation of Putnam County, Indiana ("Employer") by consent of the parties in the manner prescribed by Indiana Code §20-28-8-6. The parties agree to the following supplemental terms and conditions:

1. **Employment.** The Employer agrees to employ the Employee, and the Employee agrees to be employed by the Employer as Superintendent.
2. **Term.** The term of this Agreement is one (1) year, beginning July 1, 2021 and ending on June 30, 2022. The Employer may offer to extend the Agreement for an additional term of up to five (5) years, as provided by Indiana law.
3. **Duties and Responsibilities.** The Employee shall serve as the School Corporation's Chief Executive and Administrative Officer, and the Employee will perform all duties and possess all authority provided by Indiana law and the job description attached to this Agreement as "Exhibit A", and such additional duties and authority granted to Employee by Employer during this Agreement's term.
4. **Relationship Between Superintendent and Board.** The parties agree that the division of responsibilities between an Indiana public school board and its superintendent, as outlined and provided for in the Indiana law and the Code of Board Member Ethics of the Indiana School Board's Association, shall guide them in defining their respective roles in the governance of the school corporation.
5. **Performance Evaluation.** Before December 1st of each year during this Agreement's term, Employer will perform an evaluation of the Employee's performance as provided by law and will provide to the Employee written goals and objectives and an action plan for performance areas needing improvement.
6. **Work Schedule.** The Employee will provide services for two hundred sixty (260) days each contract year, subject to this Agreement's leave provisions. These work days will be provided in accordance with a schedule of work days established by the Employer so as to ensure the complete and competent performance of duties established by this Agreement.
7. **Full Time and Attention.** The Employee will devote Employee's time, attention, and energy to the school corporation's business. The Employee may not have employment outside of the Employee's responsibilities as superintendent, including but not limited to consulting, advising, or providing services to other school corporations, without the express, written consent of the Employer. The Employer will not unreasonably

withhold its consent to the Employee providing services to local universities so long as doing so will not interfere with or impair the Employee discharging her duties as Superintendent.

8. Maintaining Minimum Qualifications. Employee will meet and maintain the minimum qualifications for the Superintendent position during this Agreement's term(s), including but not limited to maintaining a license from the State of Indiana required for the position.

9. Salary and Benefits. As consideration for performing the duties and meeting the qualifications established by this Agreement, the Employee will receive the following:

a. *Salary:* The Employee will be paid an annual salary of One Hundred Fifteen Thousand Dollars (\$115,000.00). The Employee will be paid on the same payroll schedule as other school corporation employees. If the parties agree to extend this Agreement's term, they will negotiate and agree to salary for the extended term(s). The Employer reserves the right to increase the Employee's salary during this Agreement's term based upon the Employee's performance. To obtain a salary increase any year, the Employee must have received a rating of Effective or Highly Effective in the immediately prior performance evaluation.

b. *Paid Holidays.* The Employee is entitled to the following annual paid holidays:

- i. New Year's Eve and New Years' Day
- ii. Memorial Day
- iii. Independence Day
- iv. Labor Day
- v. Thanksgiving Day and the day after Thanksgiving
- vi. Christmas Eve and Christmas Day
- vii. President's Day (provided it is not used as a school make-up day; if it is used as a make-up day, the Employee may choose another holiday.)

c. *Paid Flex Leave.* The Employee is entitled to twenty-four (24) days of paid flex leave each year. Flex days must be taken in no less than one-half (1/2) day increments. If the Employee is unable to use all of the Employee's flex leave before the end of a contract year, Employee may carry over to the following year up to five (5) unused accrued flex leave days, but these carry-over days must be used before December 31st of the following contract year. These flex days include three (3) days of personal leave.

d. *Sick Leave.* The Employee is entitled to twelve (12) days of paid leave for actual sickness of herself or immediate family members each year. If the Employee accumulates more than 90 days of sick leave, as of the end of any year, the Employee may request that the Employer buy-out the excess accrued sick leave by making a contribution to the Employee's 401(a) retirement plan and, if so

requested, the Employer will do so. The Employee may transfer up to one hundred (100) sick days from Employee's previous employer.

e. *Bereavement Leave*. The Employee is entitled to the following paid bereavement leave:

i. Up to five (5) days of leave relating to the death of a member of the Employee's immediate family. For this purpose, a member of the immediate family means the Employee's spouse, son, stepson, daughter, stepdaughter, grandchild, step grandchild, parent, father-in-law, mother-in-law, brother, stepbrother, sister, stepsister, and grandparent.

ii. One day relating to the death of someone who is not a member of the Employee's immediate family.

f. *Retirement Fund*. The Employer will pay both the Employer and Employee's shares of the contributions to the Indiana State Teacher's Retirement Fund during this Agreement's term.

g. *Dues*. The Employer will pay all of the professional dues associated with the Employee's membership in the Indiana Association of Public School Superintendents and the Association of Indiana School Business Officials during this Agreement's term;

h. *Health Insurance*. The Employee will be entitled to participate in the school corporation's health, dental, and vision insurance plan as either a single person or family coverage. The Employer shall pay the Employer and Employee's share of premiums for this coverage.

i. *Long Term Disability Insurance*. The Employee will be entitled to participate in the school corporation's long-term disability plan. The Employer shall pay the Employer and Employee's share of premiums for this coverage.

j. *Life Insurance*. The Employer will provide to the Employee a term life insurance policy with a death benefit in the amount of \$100,000. The Employer will pay all premiums for this life insurance policy.

k. *Mobile Telephone Benefit*. The Employer will provide the Employee with a mobile telephone and a reasonable data plan for use in carrying out the school corporation's business.

l. *Vehicle Use Benefit*. If it is necessary for the Employee to use her personal motor vehicle for school business, the Employer will reimburse the Employee at the State of Indiana reimbursement rate for State Employees. This rate is currently \$0.545 per mile. To be eligible for this benefit, the Employee must maintain

insurance for the personal vehicle(s) during this Agreement's term, by July 1st each year provide to the Employer a certificate of insurance for the vehicle(s), and submit a properly completed mileage reimbursement claim form.

10. **Section 125 Benefits.** The benefits provided by Section 125 of the Revenue Act of 1978 as participated in by the school shall be available to the Employee.

11. **Termination.** This contract may be terminated or cancelled as follows:

a. *By Mutual Consent.* This Agreement may be terminated on any date by the parties' mutual consent, as provided in I.C. §20-28-8-7(1).

b. *By Expiration.* This Agreement may terminate on the expiration date set forth in this Agreement if either party, not later than January 1 of the year in which this Agreement expires, gives notice to the other in writing, as provided in I.C. §20-28-8-7(3) and (4).

c. *For Cause.* The Employer may terminate this Agreement for cause before the Agreement's expiration date, under I.C. §20-28-7.5-1(b) or any other statute that sets forth cause for dismissal of teachers, provided that:

- i. The Employer gives the Employee written notice of its intent to terminate the Agreement for cause and provides the Employee the opportunity to have a hearing with the Board at an official meeting of the Board. The Employee's request for a hearing must be made at least 10 days before the termination; and
- ii. If the Employee requests a Board hearing, and if the Board decides to terminate the Agreement, 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(b) exist.

d. *Without Cause.* The Employer may terminate this Agreement before its expiration, without cause as set forth above, by giving the Employee not less than twelve (12) months advance written notice. If the Employer cancels the Agreement without cause under this provision, no compensation or benefits which accrue subsequent to the twelve (12) month anniversary of the date such written notice is given shall be owed the Employee. The parties may mutually agree to waive or shorten the notice period required for termination under this provision.

Upon receiving the Employer's cancellation notice set forth above, the Employee has ten (10) days to request a conference with the Board. Such a request shall be submitted in writing to the Board President. Upon the Board President's receipt of the Employee's request for a conference, the Board shall hold a conference with the Employee within ten (10) days unless the parties mutually agree

otherwise.

If the Board cancels the Agreement under this provision, the Employee shall submit her resignation as Superintendent and teacher effective on the cancellation date and the Employer will accept such resignation at its next regularly scheduled meeting. The parties will refer to the reason for such resignation as "philosophical differences" or such other description as they shall mutually agree.

e. Lack of Qualifications or Criminal Conviction. The Employer may terminate this Agreement if the Employee no longer holds a license required for the Superintendent position from the Division of Professional Standards of the Indiana Department of Education or if the Employee is convicted of an offense listed in I.C. §20-28-5-8(c). In such an event, the Employer may terminate the Agreement immediately by providing written notice to the Employee. The Employee waives all statutory and constitutional due process procedures that she may otherwise be entitled to receive by law if the Employer terminates the Agreement under this provision.

f. Death or Disability. This Agreement shall terminate without action of the parties upon the Employee's death or her total disability, as "total disability" is certified by the school corporation's disability insurance carrier, the Indiana State Teachers Retirement Fund, or Social Security.

g. Termination by Employee. The Employee may terminate this Agreement before its expiration date by providing the Employer at least one hundred-twenty (120) days written notice before the date that the termination would become effective.

12. Defense and Indemnification. The Employer shall defend and indemnify and hold the Employee harmless from any and all demands, claims, suits, action, legal proceedings, and judgments brought against the Employee in her individual capacity or official capacity as an agent or employee of the Employer in connection with any matter arising from Employee's good faith acts, omissions, or conduct within the scope of her employment as Superintendent, to the fullest extent permitted by Indiana law. This indemnification obligation does not include punitive damages. The Employer reserves the right to select an attorney for the Employee, and the Employer will pay for the legal services of such attorney in the defense and indemnification of the Employee.

13. No Overtime. The Employee is an exempt employee as defined by the Fair Labor Standards Act and is not entitled to overtime or compensatory time.

14. Public Record. This Agreement is a public record and is subject to public access under Indiana Code §5-14-3 and §20-28-6-2.

15. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. The parties agree that Putnam County, Indiana is the County with jurisdiction over any dispute arising from this Agreement, and they agree that Putnam County, Indiana is the county of proper venue.

16. **Entire Agreement.** This Agreement contains the parties' entire agreement. No verbal agreements are enforceable. This Agreement may not be modified unless the parties execute a written modification agreement. To the extent any of this Agreement's terms conflict with a term of the Employee's basic teacher contract, this Agreement's terms control. If a court finds any term or condition of this Agreement to be illegal or unenforceable, the remaining terms shall not be affected by this determination and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of December, 2020.

EMPLOYEE:

EMPLOYER:

Dr. Nicole Singer

By: _____
Ron Spencer, President
North Putnam Community
School Board of Trustees

Attest:

Darrell Wiatt, Secretary