

ADDITIONAL TERMS OF CONTRACT

These additional terms of contract are an addendum to, and are incorporated in, the Regular Teacher's Contract between Noblesville Schools ("Noblesville") and Dr. Beth Niedermeyer ("Superintendent"). These terms, together with the Regular Teacher's Contract, are herein referred to as "the Contract".

Whereas, Noblesville desires to employ qualified and capable administrators; and

Whereas, Noblesville has determined that Superintendent is a qualified and capable administrator who will be a suitable superintendent of schools.

Now, therefore, in consideration of the mutual covenants contained herein, Noblesville and Superintendent agree as follows:

1. **Employment.** Noblesville employs Superintendent, and Superintendent agrees to serve Noblesville, as Superintendent of Noblesville.

2. **Contract Term.** The Contract shall be July 1, 2016 through June 30, 2019. Unless Superintendent is notified to the contrary by May 31, 2017, this Contract shall automatically be extended through June 30, 2020. After May 31, 2017, this Contract shall be automatically extended an additional year unless the Superintendent is notified to the contrary by May 31 of each calendar year.

3. **License.** Superintendent represents and warrants that she holds or will obtain a valid Indiana superintendent's license. Superintendent shall maintain said license in good standing throughout the term of this Contract. Should said license be revoked or become invalid, this Contract shall automatically be terminated without further notice or hearing.

4. **Role.** Superintendent shall serve as the chief administrator of Noblesville. Superintendent shall operate and manage Noblesville in accordance with the policies of the Board and all applicable federal, state and local laws and ordinances. Superintendent shall perform her duties in a competent and professional manner. Superintendent or her designee, acceptable to the Board, shall attend all meetings of the Board.

5. **Duties.** The duties of the Superintendent shall include, but not be limited to, (A) supervising all employees of Noblesville; (B) making recommendations to the Board as to the selection, assignment, transfer, promotion, discipline, retention, reduction in force, non-renewal, or termination of all personnel of Noblesville, subject to final approval of the Board; (C) insuring its compliance with all federal and state laws and regulations concerning education and Board policy, including any legal duties with regard to actions necessary to correct or remedy violations by Noblesville or staff, of which she is made aware in a timely manner; (D) performing all duties normally assigned to the superintendent of a public school system as stated in Noblesville Board Policy ("Responsibilities of the Superintendent"); and (E) performing all other duties reasonably, properly, and lawfully assigned to the Superintendent by the Board.

6. **Salary.** Noblesville shall pay to Superintendent an annual salary of \$170,000. The salary shall be payable in the same manner as salary is paid to other Noblesville administrators. Noblesville shall consider an increase in salary on an annual basis equal to the percentage increase for all administrators if her evaluation is highly effective or effective. The Superintendent's annual salary may be adjusted as of July 1, 2017 for each year of employment by mutual written consent of the parties and subject to the laws of the State of Indiana. Absent such mutual consent, the salary shall remain as set forth above. The Superintendent shall be

eligible for an increase the same as all other administrators starting with the 2017-2018 school year.

7. **Termination.** This Employment Contract may be discontinued or terminated by resignation of Superintendent or if Noblesville requests resignation of the Superintendent, even without cause. Only if Noblesville requests resignation, then the Superintendent will receive six months salary in a lump sum payment as compensation for such resignation.

Noblesville may also terminate this Contract at any time, for good cause, as set forth in Indiana Code ("I.C.") 20-28-8-7 concerning termination of Superintendent's contract, in accordance with the procedures and timelines set forth therein; and as set forth in I.C. 20-28-7.5-1(e)(1)-(2), (4)-(7) concerning grounds for termination of an established teacher's contract, and in accordance with the procedures and timelines set forth in I.C. 20-28-7.5-2.

8. **TRF Contribution, Benefits and Deferred Compensation.** See Addendums "A" and "B" below.

9. **Vacation.** Noblesville grants Superintendent 30 vacation days each year. Unused vacation time in one year shall not be carried over to the next year. No more than ten (10) working days may be taken consecutively without the prior permission of the Board of Trustees. It is the stated intent of Noblesville that the Superintendent shall utilize all vacation days. If corporation obligations prohibit the Superintendent from taking the allotted vacation days, the Superintendent shall be paid for these unused vacation days up to a maximum of ten (10) days in a calendar year. Payment for these days shall occur after June 30 of each contract year within 30 days following verification by the Payroll Department of the number of unused days. This total shall be reported

annually to the Board of School Trustees. At the Superintendent's discretion, this payment may be deposited into a 401(a) account.

10. **Additional Compensation and Mileage Reimbursement.** Noblesville will provide a monthly payment of a \$750 stipend as additional compensation for extra duties as superintendent of schools. The employer will not reimburse the employee for in-district business travel. The employer will reimburse the employee for mileage at the standard corporation rate for out-of-district business travel.

11. **Liability Insurance.** Noblesville shall maintain in effect professional liability insurance that shall provide coverage for Superintendent, including costs of defense, for any legal actions maintained against Superintendent for conduct within the performance of Superintendent's duties.

12. **Taxes.** Superintendent shall be solely responsible for the payment of her own federal, state and local taxes on Superintendent's income and on any taxable portion of any employment benefits.

13. **Travel and Conference Expenses.** Noblesville shall, at its option, either establish an annual budget for Superintendent's use in traveling to and attending professional conferences, conventions, and seminars or, upon advance mutual agreement, pay Superintendent's reasonable expenses in registration, lodging, meals and transportation for such events.

14. **Consulting.** The Superintendent may undertake consulting work, speaking engagements, writing, lecturing or other professional duties and obligations provided that such activities do not interfere with the meeting of her responsibilities as Superintendent. The Superintendent shall notify the Board or its designee prior to the performance of these activities that involve her attention during normal working hours. The Superintendent shall provide notice

to the Board of all other such activities. If outside activities take place during normal working hours, Superintendent may keep the compensation for such activities provided she is using vacation or personal business leave day; otherwise, and fees earned shall be paid over to Noblesville.

15. **Evaluation.** The Board shall conduct an annual evaluation of Superintendent, not later than October 1 of each year, starting in 2016. The Board may, but is not required to, conduct an evaluation of Superintendent at an earlier time.

Not later than October 1 of each year, the Board and Superintendent shall agree as to the written evaluation instrument and the procedures to be used to evaluate Superintendent for the next calendar year.

16. **Physical Examination.** Noblesville shall require Superintendent, on an annual basis, to undergo a comprehensive physical examination by a licensed physician of Superintendent's choosing. The results thereof shall not be made available to the Board but the Board will be provided a statement from the physical performing the examination that the Superintendent is fit to perform her duties. Noblesville shall pay the uninsured cost of the examination.

17. **Technology Support.** Noblesville will provide internet hotspot charges for business use at \$100 per month stipend.

18. **Governing Law.** The laws of the State of Indiana shall govern this Contract.

19. **Indemnification.** Noblesville shall indemnify and hold Superintendent harmless from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in her individual or official capacity as an agent of Noblesville. Superintendent

shall, however, have no right to reimbursement in relation to matters outside the scope of Superintendent's employment or as to which Superintendent has been adjudged liable to Noblesville for negligence or misconduct in the performance of her duties.

20. **Miscellaneous Provisions.** Invalidity of any portion of this Contract under the laws of the State of Indiana or of the United States of America shall not affect the validity of the remainder of this Contract. This Contract may be amended by mutual agreement of the parties, in writing and executed with the same formality as the execution of this contract. This Contract, together with the regular teacher's contract, constitutes the entire contract between the parties and supersedes all prior agreements.

In witness whereof, the parties have executed this contract effective _____.

NOBLESVILLE SCHOOLS

SUPERINTENDENT

EXHIBIT 'A'

ADDENDUM

Additional Retirement/Severance Benefits Provided Administrative Personnel:

Eligibility

To be eligible for Noblesville Schools administrative retirement benefits, an administrator must: 1) have attained age fifty-five (55), 2) have completed five (5) years of administrative service with Noblesville Schools, and 3) have at least ten (10) or more years of experience as recognized for ISTRF purposes. For purposes of this agreement, Superintendent's prior years of service in Noblesville will be included in the calculation of her service.

Insurance Benefits

Life Insurance – An eligible retired administrator is entitled to term life insurance premium payments, equal to the face value of the administrator's contract upon the date of retirement, for a period of ten (10) years or until entitled to full Social Security benefits, if sooner, then to another five (5) years of premium payments thereafter at one-half (1/2) the face value of the administrator's contract at the time of retirement.

At the administrator's option, the individual may elect to have five (5) years of life insurance premiums paid with a death benefit equal to one-half (1/2) the face value of the most recent annual salary after entitlement to full Social Security benefits, or be entitled to ten (10) years of life insurance premiums at \$50,000 or one-half the face value of the contract, whichever is less.

The administrator must declare her choice of options in a written submission to the Board no later than ninety (90) calendar days following entitlement to full Social Security benefits. If no selection is made, the retiree will be granted five (5) years of life

insurance premiums paid at one-half the face value of the administrator's contract after entitlement to full Social Security benefits.

Matching Retirement Account

Noblesville Schools will offer an IRS Code Section 401(a) matching plan. Administrators contributing two and one-half percent of their salary to a 403(b) account shall receive two and one-half percent (2.50%) employer contribution to a 401(a) account. The administrator's voluntary contributions to a 403(b) shall be immediately vested at 100% of contributions at the time of deposit. Employer contributions shall be calculated and deposited in the 401(a) account with each payroll. The 401(a) matching plan shall be vested after the fifth (5th) year of employment with Noblesville Schools. Upon vesting, the administrator may elect to commence distributions from this account. Administrators are eligible to participate in the 401(a) voluntary matching plan when hired. Administrators will be allowed to self-direct their 401(a) matching contribution accounts. Plan contributions shall become portable upon vesting.

EXHIBIT 'B'

ADDENDUM

Fringe benefits shall be those specified in the negotiated contract between the Board of School Trustees of Noblesville Schools and the Noblesville Teachers' Forum with the exception of the following:

1. **Term Life Insurance** – Premium to be paid by Noblesville Schools for two times salary rounded to the nearest one thousand dollars until termination, resignation or retirement---as adjusted by age requirements of the insurance policy.
2. **Health Insurance** – Noblesville Schools will pay 80% of the family/employee and dependents/employee and spouse/single coverage premium on a group hospitalization insurance policy officially adopted by Noblesville Schools and designated as the core plan. Superintendent will pay for the 20% premium portion of her health insurance.
3. **Teachers Retirement Fund** – Corporation shall contribute the employee's share of three percent (3%) salary listed on contract to the Indiana Teachers' Retirement Fund.
4. **Dues** – Noblesville Schools shall pay the Superintendent's membership dues to AASA, IAPSS, IASBO, ACSD and NSDC. Other memberships for civic, social or continuing educational organizations will be paid as approved by the Board.
5. **Sick Leave Administrative Bank** – An administrative sick leave bank has been established per the existing Master Contract language for administrators and maintained and at minimum of 90 days.
6. **Sick Leave Accumulation** – Administrators will receive ten (10) days per year to a maximum accumulation of two hundred and twenty-eight days (228). Superintendent will be allowed to carry in seventy five (75) days of sick leave from her service with prior employers.

7. **Personal Leave Accumulation** – Each administrator shall be allowed four (4) days personal leave each year without loss of pay. Unused personal leave shall accumulate as a part of sick leave to a total of two hundred twenty-eight (228) days.

8. **Long Term Disability** – Long term disability income insurance shall be provided for each administrator at no cost to the administrator. The program shall provide for a minimum benefit of seventy-five percent (75%) of salary to at least age sixty-five (65). There is a ninety (90) day consecutive calendar day waiting period. The carrier shall be determined by the Board.

9. **Tax Deferred Investment** – In addition to the five (5) companies under Article IX, Section A, with the approval of the central office, shall have the option of utilizing payroll deduction to purchase tax deferred investments from two (2) additional companies as approved by the administrative committee. In addition to the base salary, the School Corporation shall make a payment equal to 10% of the salary figure under Paragraph #6 of the “Additional Terms of Contract” document, which shall be contributed directly to a 401(a) tax deferred annuity of the Superintendent’s selection on an annual basis.