

REGULAR TEACHER 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 NORTH NEWTON SCHOOL CORPORATION ("Corporation") and \_\_\_\_\_ ("Teacher"). \_\_\_\_\_ 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 1, 2024 and ending on JUNE 30, 2025, 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 260.00 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 \_\_\_\_\_, 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 \$105,000.00 during the school year. Ind. Code 20-28-6-2(a)(3)(C)
- 5. The Corporation shall pay this amount in 26.0 installments on a biweekly 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, 2024.

Teacher

School Corporation by:

\_\_\_\_\_

President

Attested:

Secretary

Superintendent

\_\_\_\_\_  
*Suzanne G. P.*

# REGULAR TEACHER 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 NORTH NEWTON SCHOOL CORPORATION ("Corporation") and \_\_\_\_\_ ("Teacher"). \_\_\_\_\_ 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 1, 2025 and ending on JUNE 30, 2026. 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 260.00 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 \_\_\_\_\_. 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 \$105,000.00 during the school year. Ind. Code 20-28-6-2(a)(3)(C)
5. The Corporation shall pay this amount in 26.0 installments on a biweekly 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, 2025.

Teacher

\_\_\_\_\_

Attested:

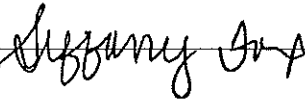
\_\_\_\_\_

Superintendent

School Corporation by:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary



REGULAR TEACHER 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 NORTH NEWTON SCHOOL CORPORATION ("Corporation") and \_\_\_\_\_ ("Teacher"). \_\_\_\_\_ 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 1, 2026 and ending on JUNE 30, 2027 . 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 260.00 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 . 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 \$105,000.00 during the school year. Ind. Code 20-28-6-2(a)(3)(C)
5. The Corporation shall pay this amount in 26.0 installments on a biweekly 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, 2026.

Teacher

\_\_\_\_\_

Attested:

\_\_\_\_\_

Superintendent

School Corporation by:

President

Secretary

*Suzanne J. ...*

NORTH NEWTON SCHOOL CORPORATION  
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This Superintendent's Contract of Employment (hereafter "Addendum") supplements the Regular Teacher Contract of \_\_\_\_\_ as Superintendent by the Board of Trustees of the North Newton School Corporation by agreement of the parties in the manner permitted by law.

**Parties to this Addendum and Definition of Terms**

A. Parties

The parties to this Addendum are the:

1. "**Superintendent**" meaning Julie Remschneider; and
2. "**Board**" meaning the Board of School Trustees acting as the governing body of the North Newton School Corporation.

B. Definitions

1. The term "**Employer**" as used in this Addendum means the North Newton School Corporation.
2. The term "**school year**" as used in this Addendum means a period beginning on July 1st of one calendar year and concluding on June 30th of the following calendar year.
3. The term "**Teacher's Agreement**" as used in this Addendum means the Collective Bargaining Agreement between the Employer and the exclusive representative for the teachers of the Employer.

**Recitals**

- A. The Board desires to retain the knowledge and experience of and to employ Superintendent as Superintendent of Employer.
- B. Superintendent desires to be employed by Employer.
- C. The Board and Superintendent hereby enter into and agree on these terms of service of Superintendent.

**THEREFORE**, the Board hereby employs Superintendent, and the Superintendent hereby agrees to be employed as Superintendent for Employer under the following terms and conditions given with mutual consent:

1. **Term of Addendum**. The Employer employs the Superintendent, and the Superintendent agrees to be employed by the Employer as the Chief Executive Officer of Employer for an initial period beginning on July 1, 2024, and concluding on June 30, 2027, subject to the terms of this Addendum.
2. **Extension of Contract**. The Contract shall annually renew automatically for one additional year upon the Board designating the Superintended as "effective" or "highly effective" following her annual review as provided in paragraph 9 herein. The three (3) year contract term shall continue with add another year after each successive year to provide a "rolling" three (3) year contract unless written notice otherwise is given by one

party to the other party prior to January 1 of any year after 2026. The automatically extensions will continued to the full extent permitted by law. If not permitted by law, this Addendum will be automatically extended for the maximum term permitted by law. The parties acknowledge and agree that the Contract term shall be subject to early cancellation pursuant to the provisions of Paragraph 10, Ending Employment Prior to Expiration of Contract.

### 3. Duties of the Superintendent.

#### a. Duties:

The Superintendent is responsible for and shall perform at a minimum those functions as specified in the By-Laws, Policies and Administrative Guidelines of Employer, for the position for which the Superintendent is hereby employed, as such may be amended from time to time by the Board.

The Superintendent shall be responsible to, and shall be subject to, the direct supervision and evaluation of the Board.

The Superintendent shall attend and participate at meetings of the Board and serve as an administrative officer of the Board. The Superintendent shall have the right to attend all Board meetings, except when the Superintendent or the Superintendent's appointment is under consideration, and all Board and Citizen committee meetings. The Superintendent shall serve as an ex-officio member of all Board committees and provide administrative recommendations on business considered by each of these groups. The Board and each of its members shall promptly refer all criticism, complaints, and suggestions received by the Board of any of its members to the Superintendent for review and recommendations.

The Superintendent is also responsible for complying with all directives of the Board which are authorized by official Board action. The Superintendent shall perform and carry out duties and responsibilities that include but are not limited to the following:

- i. Supervising, directing, and determining, subject to the approval of the Board, all matters related to the courses of study, methods of instruction, adoption of textbooks supervision of children and teachers, interviewing, assignment and employment of teachers, supervision of all departments, employees, and contractors, including, but not limited to, custodial, services, financial budget, food services, and transportation;
- ii. Making recommendations to the Board concerning regulations, rules and procedures deemed appropriate for the well ordering of the Employer;
- iii. Organizing, reorganizing, and arranging the administrative and supervisory staffs, including instruction and business affairs, which in the Superintendent's judgment best serves the Employer;
- iv. Staffing the Employer with competent individuals who are delegated authority commensurate with their responsibilities;
- v. Assuming responsibility for selection, placement and transfer of personnel subject to approval by the board;
- vi. Defining the duties of all personnel

- vii. Keeping such records as will show the Board at all times the true fiscal condition of the Employer; and
- viii. Performing all duties relative to the office of superintendent and other duties as prescribed by the Board from time to time.

b. Extent of Service:

The parties agree that the Superintendent shall provide services on two hundred sixty (260) days during each year. The nature of the position requires that the Superintendent be available during the evenings and weekends when appropriate. The Superintendent shall devote the Superintendent's time, attention, and energy to the business of the Employer.

c. No Outside Employment:

The Superintendent shall not accept outside employment or secondary sources of income unless such employment or secondary source of income does not interfere with the performance of the duties of the Superintendent and is preapproved by the Board, in writing, which shall not be unreasonably withheld.

d. Notification of Allegations or Findings of Misconduct:

The Superintendent shall notify the Board, in writing, of any arrest, indictment, conviction, no contest or guilty plea, issuance of any no contact or protective order, including the disposition of any of the aforesaid, or any other event which could be characterized as official misconduct, a breach of moral or ethical duty, or a potential violation of any law that would result in the revocation of any professional license the Superintendent holds with the State of Indiana, immediately in writing, and no later than three (3) calendar days of the occurrence of any such event.

4. **Duties of the Employer.** The Employer shall at all times abide by the Indiana School Board Association ("ISBA") Code of Ethics, the terms of which are incorporated into this agreement by reference. In addition, the Employer agrees to participate in on-going ISBA training, **recognizing that individual board members may not be available for particular trainings and will make good faith efforts to attend on-going training.** The Employer also agrees to engage the services of ISBA or another mutually agreed consultant to participate in training and the development of a board compact. Said Board Compact will extend the ISBA Code of Ethics and the Employer shall adopt the Board Compact into its policies and incorporated into the terms of this Agreement by reference hereto. The Board agrees to abide by the Board Compact to foster the Board-Superintendent relationship. The Employer agrees to participate in further training of its duties and responsibilities, including but not limited to reviewing areas addressed in the Board Compact, as requested by the Superintendent. The Employer will review the Superintendent's performance no less than annually each year. The evaluation instrument shall be in accordance with the requirements of I.C. 20-28-11.5-1 et seq. or as mutually agreed between the Employer and Superintendent. The Board and Superintendent will annually review the evaluation instrument and determine weight given to each evaluation component on or before November 30 of each year. The Employer also agrees to complete the Superintendent's evaluation using objective

measures after each contract year but not later than November 30. The Employer agrees to participate and pay for an outside consultant to establish a strategic plan for the School Corporation that will augment any goals for the Superintendent. The Employer further agrees to engage in subsequent periodic reviews of the strategic plan as requested by the Superintendent. The Employer also agrees to provide mentoring services of a qualified superintendent mentor chosen **mutually** by the Superintendent and Employer for the first two years of this Contract. Said mentoring services may be discontinued (or modified) prior to two years or continued into the third year by mutual agreement between the Employer and Superintendent.

5. **Professional Licensing Requirement.** The Superintendent shall, at all times while the Superintendent is employed pursuant to this Addendum, fully meet the minimum qualifications as required by Indiana law and the regulations of the State of Indiana for the position of superintendent, which includes maintaining a license and/or certification from the State of Indiana required for the position of superintendent. The Superintendent shall ensure the description or copy of such license and/or certification is on file in the Administrative Offices of the Employer and is incorporated into this Addendum by reference. If said license becomes invalid, the Superintendent's employment with the Employer (including the Regular Teacher's Contract and this Addendum) shall automatically end without further notice or process.
  
6. **Compensation & Benefits.** As consideration for the performance of the duties and meeting the qualifications established by this Addendum, the Employer agrees that the Superintendent shall receive the following:
  - a. **Salary:**

The Superintendent shall be paid the sum of **\$105,000** for the annual period of July 1st through June 30th. The Superintendent shall be paid in biweekly installments on a schedule fixed for all employees of Employer.
  
  - b. **Salary Raises:**

Starting and including July 1, 2025, each subsequent year's salary shall increase based on the superintendent's evaluation. After the evaluation periods or contract years ending June 30, 2025, June 30, 2026, and June 30, 2027, the Superintendent will be eligible for a base salary increase. If the overall rating of the evaluation for the Superintendent is "effective" or "highly effective," then a three percent (3%) base salary increase will be provided. Any increase will be considered effect July 1 of any given school year. There will be no salary increase as a result of an annual evaluation rating less than "effective." The Superintendent can elect to have the amount of her base increase, or a portion of that base increase, contributed into any deferred compensation plan offered by the Board, up to applicable IRS maximums. Even though said base increase is provided as a contribution into a deferred compensation plan, the calculation of the percentage of any base salary increase in subsequent years will include the deferred portion in the total amount of base salary and can only be reported to the Teacher's Retirement Fund/Indiana Public Retirement System provide that the deferred contribution is taken as an employee elected contribution. The Superintendent will

not be entitled to receive any base salary increases that are paid to teachers pursuant to the Master Teacher's Contract. In the event that base salary increases provided with the Master Teacher's Contract is less than the forgoing 3%, then the Employer may adjust the Superintendent's base salary increase to an amount no greater than the amount provide to the average increase within the Master Teacher's Contract for the same contract period.

c. **Stipend Salary.** At the end of each school year, beginning after the conclusion of the 2024-2025 school year, the Superintendent will be eligible for a one-time stipend bonus in the amount between Five Hundred (\$500) to Three Thousand Dollars (\$3,000) per year based on a mutually agreed criteria for a performance-based incentive bonus (ie. increasing the School Corporation's district-wide accountability category rating over the prior year). Should the criteria be attained within the established year, then then Superintendent shall qualify for the one-time stipend bonus. Any one-time performance pay stipends awarded to the Superintendent during the term of this Contract will be paid in the form of a lump sum payment that will not become part of the Superintendent's annual base salary, but will be reported to the Teacher's Retirement Fund/Indiana Public Retirement System. The Superintendent can elect to have all or part of the stipend award(s) contributed into any benefit plan allowing employee contributions and offered by the Board, including 401(a).

The Superintendent is entitled to the non-wage benefits for the teachers of the Employer.

- d. Deferred Compensation. The Employer will contribute \$3,000 annually in a 401(a) annuity. The Superintendent will be fully vested once the Superintendent starts the 2025-26 school year as superintendent for the Employer. The Superintendent may place the money in an annuity at the time.
- e. Adjustment of Compensation by Agreement. The Board and the Superintendent may mutually agree to adjust the compensation of the Superintendent. Any adjustment in compensation may be in the form of an addendum and any such addendum will become part of this Addendum, but any such addendum shall not be regarded as a new contract between the Board and the Superintendent.
- f. Indiana State Teacher's Retirement Fund. The Board shall pay to the Indiana State Teacher's Retirement Fund on behalf of the Superintendent and the Employer's contribution.
- g. Health, Dental, Vision, Long Term Disability, and Life Insurance. The Employer shall contribute all but \$1.00 toward the premium for the Superintendent to all health, dental, vision, long term disability and life insurance plans as provided to the teachers of Employer, including the Employer's offered plans of either a single or family health plan option as selected by the Superintendent.



- h. To the extent the Employer offers a plan described in Section 125 of the Internal Revenue Code, the Superintendent may elect to contribute to the plan in order to pay for the premiums of the Employer's group programs as permitted by law.
- i. Life Insurance. The Employer shall pay for a \$50,000 term life insurance policy for the Superintendent at the cost of \$1.00 per year to the Superintendent. This policy shall include accidental death and dismemberment provisions.
- j. Professional Organizations. The Employer shall pay costs and maintain the Superintendent's institutional memberships for ISBA, IAPSS, IASBO, Rural and Small Schools Association, and the Northwest Indiana Superintendent Study Council.
- k. Accumulated Sick Leave. The Superintendent may roll over no more than 20 accumulated sick leave days from the Superintendent's previous employer to the Employer for the first year of employment under this Addendum.
- l. Vacation Days and Paid Holidays:  
The Superintendent shall be granted the following leave days per contract year:
  - i. 20 vacation days; any vacation days unused during the contract year may be carried into the first six months (July through December) of the next contract year. At the end of the six-month carryover period, the Superintendent may be paid the per diem rate in the year the days were earned if not used. The Superintendent may elect for the payment of unused days to be paid into an annuity or an investment vehicle of the Superintendent's choice at the end of each calendar year.
  - ii. Superintendent's choice at the end of each calendar year.
  - iii. 11 holiday days.
- m. Sick Days: The Employer shall provide twelve (12) sick days in the first year of this Agreement and nine (9) days for each year thereafter. Accumulated sick days may never exceed 180 days. The Superintendent seeks to transfer thirty-five (35) fully unused certified sick leave days accumulated in her prior places of employment. The Superintendent can transfer any remaining unused fully certified sick days from her previous employer after June 30, 2025.
- n. Personal Days: The Employer shall provide five (5) personal days each contract year. Any unused personal days shall be added to the Superintendent's sick leave / family illness balance.
- o. Professional Growth:  
In order to promote continuous improvement of the Superintendent, the Superintendent shall participate in professional organizations, professional meetings, and seminars at the local, state, and national level. All reasonable and necessary expenses related to professional growth shall be paid or reimbursed by the Employer up to a maximum of Four Thousand Dollars (\$4,000.00) per year.

Any expenses related to professional growth that exceed \$4,000 per year require specific Board approval.

p. Reimbursement of Expenses:

The Employer will reimburse the Superintendent for reasonable and customary expenses incurred while doing the Employer's business.

**Technology Stipend.** The Superintendent will maintain a cellular phone with e-mail capabilities for business purposes as well as maintaining technology capabilities to conduct Employer business off site. The Employer will pay to the Superintendent a monthly stipend in the amount of Fifty (\$50) Dollars in accordance that the funds are applied toward the cost of the cellular phone with email capabilities maintained for business purposes.

**Automobile Allowance.** The Superintendent will receive additional compensation for the use of her personal vehicle related to routine daily business travel within the district. The amount of additional compensation received under this provision shall never be less than Five Hundred Dollars (\$500.00) per month, but may in the Board's sole discretion be greater than Five Hundred Dollars (\$500.00) per month. The Superintendent shall also be provided additional reimbursement for mileage based on the current IRS rate for school-related business travel outside the North Newton boundaries.

q. Other Benefits:

The Superintendent shall be entitled to all other employee benefits enjoyed by those salaried administrative personnel of Employer as of July 1, 2024, and as may be changed from time to time thereafter by the Board.

r. No Duplicative Benefits:

To the extent benefits for other administrative employees duplicate a benefit specifically provided pursuant to this Addendum, the benefit provided by this Addendum shall be the benefit provided to the Superintendent. This Addendum is further, in part, supplemented by referenced provisions of the CBA with Employer's teachers. If any benefit specifically provided by the teacher CBA duplicates a benefit provided by this Addendum, the benefit provided by this Addendum shall be provided to the Superintendent.

7. Professional Liability.

To the extent permitted by Indiana law, the Employer shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in individual or official capacity as an agent or an employee of the Employer, in connection with any matter arising while the Superintendent was acting within the scope of employment, and the Board, by Resolution, determines that the action was taken in good faith, as provided by Indiana law.

This indemnification provision shall not require the Board to defend or indemnify the Superintendent in any criminal prosecution, in an action to revoke the Superintendent's license or permit from the State of Indiana, or in proceedings brought by the Board to end the Superintendent's employment.

8. **Goals and Objectives:** The Board and Superintendent shall meet at least annually, prior to June 30, for the purpose of a formal evaluation of the Superintendent's performance to include the establishment of personal goals and objectives of the Superintendent. Said evaluation will be reduced to writing and shall be among the criteria by which the Superintendent is evaluated herein provided. Prior to the close of each school year, the Board and the Superintendent will meet to establish Board goals and objectives for the succeeding school year.
9. **Evaluations.** At the conclusion of each school year but not later than December 1, beginning in 2025, the Board and the Superintendent shall meet for the purpose of evaluation of the performance of the Superintendent as consistent with Indiana law. The Superintendent shall assist the Board by providing a district evaluation and self-evaluation for consideration in the process. The Board shall evaluate and assess in writing the performance of the Superintendent at least once a year during the term of this contract and shall provide the Superintendent a copy of that evaluation. The Superintendent shall have the right to file a written response to the evaluation, which will become a permanent attachment to the Superintendent's personnel file. This evaluation and assessment shall be reasonably related to the position description of the Superintendent and the goals and objectives of the Board. The assessment format shall be developed by the Board and mutually agreed upon by the Board and the Superintendent. In the event that deficiencies are noted in the evaluation of the Superintendent, the Board shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. Within thirty (30) days of delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation.

**10. Ending Employment Prior to Expiration of Contract/Addendum Term.**

- a. **Mutual Agreement:**  
The parties may end the Superintendent's employment by mutual agreement in writing.
- b. **Resignation of Superintendent without Notice or Agreement:**  
If the Superintendent does not provide notice of resignation on or before **February 1st** prior to separation of employment as of the following June 30th, or without approval by the Board, only the accrued benefits of sick or vacation days will be forfeited.
- c. **Loss of License.**

The Superintendent waives all statutory and constitutional due process in the event the Superintendent loses a professional license due to a criminal conviction.

d. For Cause.

The Board may end the Superintendent's employment for cause as permitted by Indiana law.

e. Without Cause.

During the Contract and Addendum term, the Board shall have the right to end the Superintendent's employment without cause as follows:

- i. Notification. The Board provides the Superintendent with thirty (30) days written notice that it intends to end the Superintendent's employment without a finding of fault and before the expiration of the terms of this Agreement;
- ii. Conference opportunity. The Board shall afford the Superintendent an opportunity for a conference with the Board in executive session. The purpose of the conference, if requested by the Superintendent, will be to provide the Superintendent an opportunity to present information and reasons why ending employment should not happen.
- iii. Opportunity to Resign. Following the conference, unless the Board has decided against ending the Superintendent's employment, the Board will provide the Superintendent an opportunity to resign from the role of Superintendent and applicable teaching positions and the Board will accept such resignation at its next regularly scheduled meeting and the Employer shall make the payment as set forth in Paragraph 8(e)(v) below. Such payment shall constitute the Superintendent's sole and exclusive right for consideration for ending employment pursuant to this section, and the Superintendent shall have no other or further rights or remedies for termination or breach of agreement or otherwise, including any rights to any teaching position that may result from resignation from the Superintendent position.
- iv. Board action. Should the Superintendent not resign, the Board may end the Superintendent's employment without cause by a majority vote of the Board taken at a public meeting to be held after the 30-day notice. In such event, the Employer shall make the payment as set forth in Paragraph 8(e)(v) below. Superintendent retain all rights or remedies for termination or breach of agreement or otherwise, including any rights to any teaching position that may result from Board action taken without the Superintendent's resignation from the Superintendent position.
- v. Severance Payment.
  1. If the Board terminates the Superintendent's employment without cause under section 8(e) the Superintendent shall be entitled to:
    - a. A lump sum payment equal to twelve (12) months of salary.
    - b. Continued contributions and participation in the Employer's health insurance plan for a period of twelve (12) months or a lump sum payment equal to the amount for twelve (12) months continued

- health benefits offered through COBRA post-employment separation.
- c. The three percent (3%) contribution to the Indiana State Teachers Retirement Fund, to the extent the same has not already been made through the Superintendent's final date of employment.
- d. The annual contribution to the 401 (a) and 403(b) plans, to the extent the same has not already been made through the Superintendent's final date of employment.
- e. The per diem pay for accumulated unused vacation days.
- vi. Waiver of Rights. In consideration of the above mentioned severance provisions, Superintendent waives any rights under Indiana law only if the Employer and Superintendent mutually agree for the Superintendent to resign.

9. **Regular Teacher Contract Provisions**. In accordance with Indiana Law, the Board and Superintendent hereby incorporate by reference in this Addendum all of the provisions of the "Regular Teacher Contract," as executed by the Employer and Superintendent on the official form prescribed by the State, for each applicable school year, setting forth the salary and schedule of installment payments for Superintendent for that school year, except those provisions which are not applicable, to include without limitation all of the provisions regarding the cancellation of said regular teacher's contract, to persons employed as a superintendent of a school corporation and except as modified in this Addendum.

10. **General Terms**.

- a. State Law Construction. The terms of this Addendum shall be construed and regulated by the laws of the State of Indiana.
- b. Forum. Any legal action relating to this Agreement shall be commenced and maintained exclusively before any appropriate state court of record in Newton County, Indiana, or in the United States District Court for the Northern District of Indiana, Indianapolis Division; further, the parties hereby consent and submit to the jurisdiction and venue of such courts and waive any right to challenge or otherwise object to personal jurisdiction or venue (including, without limitation, any objection based on inconvenient forum grounds) in any action commenced or maintained in such courts.
- c. Breach and Waiver. The breach of any provision hereunder shall not constitute a breach of the entire Addendum. However, the waiver by any of the parties hereto or a breach by any of the parties hereto shall not be a waiver by the nonbreaching party of any subsequent breach of the breaching party.
- d. Severability. The parties agree that each and every paragraph, sentence, term, and provision of this Addendum shall be considered severable and that, in the event a court finds any paragraph, sentence, term, or provision to be invalid or unenforceable, the validity, enforceability, operation, or effect of the remaining paragraphs, sentences, terms or provisions shall not be affected, and this Addendum shall be construed in all respects as if the invalid or unenforceable matter had been omitted.

11. **Entire Contract of Parties.** This Addendum and the Regular Teacher Contract contain all the agreed terms of employment of the Superintendent by the Board and cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by the Board and the Superintendent and makes specific reference to this Addendum and/or the Regular Teacher Contract and the specific provision to be modified.

If required for purposes of compliance with a standard or request of the State Board of Accounts of the State of Indiana, the parties agree that they will execute one or more one year or multi-year Regular Teacher Contracts to implement the terms of this Addendum. The parties further agree that to the extent this Addendum is inconsistent with the Superintendent's Regular Teacher Contract, the terms of this Addendum shall control.

IN WITNESS WHEREOF, we hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

\_\_\_\_\_

Samantha Hickel,  
President

\_\_\_\_\_

Tiffany Fox,  
Secretary