

CENTRAL NOBLE COMMUNITY SCHOOL CORPORATION
ADDENDUM TO SUPERINTENDENT BASIC TEACHER CONTRACT

This Addendum to the Superintendent's Basic Teacher Contract is entered by and between the Central Noble Community School Corporation an Indiana School Corporation, hereinafter called Corporation, and Troy Gaff, hereinafter called Superintendent.

WHEREAS, the Corporation employs Troy Gaff as Superintendent of the Central Noble Community School Corporation of Noble County, located in Albion, Indiana in accordance with Indiana Code; and

WHEREAS, the parties have entered into a contract on January 13, 2020 which incorporates a regular teacher contract and addendum thereto; and

WHEREAS, the term of the contract is for a period of two (2) years in accordance with applicable Indiana Code; and

WHEREAS, the parties herein desire to modify the Addendum to the Superintendent's Basic Contract; and

NOW THEREFORE, for the mutual benefits and promises described herein, the Superintendent's Contract is amended by this Amendment to the previously entered Addendum as follows:

1. Nature of Agreement: This amended addendum is to the basic contract, which is in the form of a Regular Permanent Teacher's Contract as provided in I.C. 20-28-8-6 and is incorporated by reference and made a part of the Superintendent's Basic Contract which was previously approved and effective by the School Board of Trustees. The terms of this amended addendum shall prevail over the terms of said Regular Permanent Teacher's Contract when in conflict.

2. Employment: The Corporation employs Troy Gaff as Superintendent of Schools, and Troy Gaff agrees to render services in accordance with the terms of this contract.

3. Term: The term for the period of time during which this contract applies is two (2) years, beginning on July 1, 2020, and extend through June 30, 2022.

4. Duties: The Superintendent shall faithfully perform the duties of the Superintendent of Schools and serve as the Executive Officer of the School Corporation. The Superintendent shall perform those duties as they are now or shall be in the future fixed by law and shall perform the duties assigned and prescribed from time-to-time by the Board of School Trustees.

5. Evaluation: Evaluation shall be in accordance with Board policy and shall be conducted on the cycle that is used for other administrators within the School District on a routine basis.

6. Duties of Superintendent: Mr. Gaff shall act as Chief Executive Officer of the School Corporation. Mr. Gaff shall faithfully preform all duties imposed upon him which are applicable to Central Noble Community School Corporation by the laws of the United States of America, the State of Indiana, and the rules, regulations and directives periodically promulgated by any board or other agency of the aforementioned governmental units, together with all proper directives from the Board of Trustees of Central Noble Community School Corporation. Mr. Gaff shall supervise the administration of all schools with the School Corporation. In particularity, Mr. Gaff shall:

- (A) Direct and assign teachers and other employees of the School District; and
- (B) Organize and supervise the administration and supervisory staff of the School Corporation, including the instructional and business affairs of the School District; and
- (C) Present nominations for certified personnel; and
- (D) Recommend to the Board of Trustees regulations, rules, policies and procedures which are deemed necessary for the orderly administration of education within the School District; and

- (E) Perform all general duties incident to the office of Superintendent and such other duties as may be prescribed, from time to time, by the Board of Trustees of the School Corporation; and
- (F) All duties assigned to Mr. Gaff. as Superintendent, by the Board of Trustees of the School Corporation, shall be appropriate and consistent with the professional role and responsibility of a school corporation Superintendent.

7. Time: The Superintendent shall devote time, skill, labor and attention to the employment as Superintendent of Schools. This contract shall not prevent the Superintendent from engaging in civic or professional work, provided that it does not interfere with school duties.

8. Certification: The Superintendent presently holds, and shall hold for the duration of this contract, including any subsequent extensions thereof, a valid Indiana Superintendent Certificate.

9. Salary: the salary shall be paid at an annual rate of no less than \$107,436.00 effective on July 1, 2020. The salary of the Superintendent may increase each year, upon the Board completing the evaluation of the Superintendent. Beginning in 2020-2021 school year and annually continuing, if the superintendent receives a rating of Highly Effective or Effective, his salary will increase by the amount equal to the percentage/flat amount increase, if any, granted by the board to the certified employees other than the superintendent. Said increased salary would be memorialized by amending this portion of the contract.

10. Work Year: The Superintendent shall be employed on an annual 260 work days basis, with leave days subtracted from this number of work days. The Superintendent shall work in accord with the school calendar, including but not limited to, when holidays, vacations, or leave days occur except when unusual circumstances require his presence in the Corporation.

11. Leave Days: The Superintendent shall be entitled to ten (10) annual personal days, and two (2) sick days. The personal leave days shall be treated and administered in the same fashion as those of the regular teachers' contract most

recently adopted by Central Noble Community School Corporation.

12. Holidays and Vacations: The Superintendent shall be entitled to the same paid and unpaid holidays, vacations, and school calendar vacations as provided other building based administrators. The holiday and vacation days are established by the School Board of Trustees. At this time the benefit allows for ten (10) holidays without the loss of compensation when they fall on a scheduled work day and the employee works the scheduled day before and after the holiday. Said days are currently as follows: New Years Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Friday after Thanksgiving, Christmas Eve, Christmas Day, and New Years Eve. Holidays on a Saturday or Sunday will be observed on the Friday preceding the holiday or the Monday following, or other days as designated by the Board of their designee, provided that there is no conflict with school programs or activities. Vacation, personnel, or sick days (with a written doctor's notice or a death in the family that falls under the guidelines in the handbook) will count as a scheduled day. The Superintendent shall obtain preapproval from the Board of Trustees when deviating from this schedule when practical. Fifteen (15) personal vacation days will be provided in addition to referenced holiday schedule, of which any unused vacation days in a calendar year will be rolled over and credited into the next year.

13. Insurance: The Corporation shall pay the cost of the annual premiums less One Dollar (\$1.00) for group health and dental insurance, long term disability insurance, and term life insurance equal to 1.5 times the annual salary. The Superintendent shall immediately receive health and dental insurance benefits, which shall become effective as soon as the enrollment period for said policies opens.

14. Annuity: The sum of Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00) will be deposited as an annual payment beginning in the year 2020 to a 403(b) Plan of the Superintendent's choice. The Superintendent will also qualify for contributions to the Corporation's 401(a) Plan account if and/or when it is reinstated in the teacher's master contract. The Superintendent's salary shall be contributed monthly to the corporation's 401(a) Plan account, if and when re-established in the Master Contract.

15. Travel: The Superintendent shall be reimbursed by the Corporation for each mile of work-related travel expenses in any personally owned vehicle or, in the alternative, the Corporation will make available, if allowable, a vehicle owned by Central Noble Community School Corporation to conduct business on behalf of Central Noble Community Schools. Said vehicle shall only be used while on Central Noble Community School business and shall not be allowed to be taken home or used for any other purpose. The rate of reimbursement shall be set by school board policy.

16. Professional Growth and Development: The Superintendent shall make reasonable efforts to keep abreast of educational developments that pertain to said office or to the Corporation. The Corporation expects the Superintendent to attend appropriate professional meetings at local, state, and national levels and to participate in continuing education programs. The Corporation shall pay all the Superintendent's reasonable out-of-Corporation travel expenses necessary to the proper discharge of his duties. The Superintendent shall file itemized expense statements. The Corporation shall pay for institutional memberships in professional organizations that will assist the Superintendent in enhancing the educational programs of the Corporation. The School Corporation shall pay as grants all reasonable proper membership fees and other expenses related to personal memberships in community organizations, and the memberships will be reported to the Board by the Superintendent.

17. Indiana Teachers' Retirement Fund: All of the terms of I.C. 5-10.2 and LC. 5-104, commonly known as the "Indiana Teachers' Retirement Fund Law", shall be in full force and effect with respect to this contract. Corporation agrees to contribute the Superintendent's share to the Indiana Teachers' Retirement Fund.

18. Other Fringe Benefits: The Superintendent shall receive such other fringe benefits not described here in as are accorded to other administrative personnel.

- a. Cell Phone and Laptop Computer - The Superintendent shall be reimbursed for using his personal cell phone at a rate of 60% of the monthly cost. The Superintendent shall have a laptop computer available and configured in a manner consistent with the configuration of other corporation-owned computers.

- b. Annual Physical Examination - The Corporation will pay the expense of an annual physical examination for the Superintendent.

19. Work Products: Work Products, including but not limited to, any of the following which were prepared by the Superintendent in written or electronic form, such as correspondence, board reports, graduation documents, dedication documents, and any and all documents, either written or electronic, that reflect action taken on behalf of the School Corporation or at the request of the Board of Trustees, produced during the term of this contract shall be the property of the Corporation and shall remain in the possession of the Corporation. Upon termination of this contract, the Superintendent shall be permitted to remove personal objects and files created during his term except all Work Product shall remain. The President of the Board of School Trustees and the Superintendent shall ensure that all Work Product is retained by the Corporation.

20. Extension and Termination of Contract:

- a. Termination of Contract: This contract may be terminated pursuant to I.C. 20-28-8-7, which provides as follows:
 - 1. On any date, if the Board of School Trustees and the Superintendent mutually consent.
 - 2. Before the expiration date set forth in the contract, if the Board of School Trustees terminates the contract of cause under a statute that sets forth causes for dismissal of teachers. However, the Board of School Trustees must give the Superintendent proper notice and, if the Superintendent requests a hearing at least ten (10) days before the termination, within ten (10) days of said notice, must enter into arbitration with the superintendent pursuant to that request.
 - 3. On the expiration date set forth in the contract, if the Board of School Trustees not later than January 1 of the year in which the contract expires gives notice to the

Superintendent in writing, delivered in person or by registered mail. (The superintendent will remind the board in writing on or before September 15th of the final year of the contract of the statutory deadline.)

4. On the expiration date set forth in the contract, if the Superintendent not later than January 1 of the year in which the contract expires gives proper notice in writing to the Board of School Trustees.
 - b. Automatic Extension: The contract is subject to automatic extension as provided in J.C. 20-28-8-8 as follows:

"If the Board of School Trustees fails to give a termination notice under Section 7(3) of the Chapter, the Superintendent's contract is extended for twelve (12) months following the expiration date of the contract."

21. Hold Harmless: The Corporation agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in either the individual capacity, or in the official capacity as agent and employee of the Corporation provided the incident arose while the Superintendent was legally acting within the scope of said employment, unless such incident arose from the gross negligence or willful misconduct of the Superintendent. If in the good faith opinion of the Superintendent, a conflict exists as regard to the defense to such claim between the legal position of the Superintendent and the legal position of the Corporation, the Superintendent, except in situations governed by paragraph (14) of this contract or when the Superintendent is acting illegally, may engage counsel, in which event the Corporation shall indemnify the Superintendent for reasonable costs of legal defense.

22. Force and Effect: This contract shall continue in full force and effect for its term unless altered or rescinded for a new one at any time by mutual consent of the parties hereto. Consent shall be in writing and be consistent with I.C. 20-28-8-6 through 20-28-8-8.

23. Severable: The validity or unenforceability of any provisions shall in no way affect the validity or enforcement of any other provision.

24. Waiver: Except as to statutory requirements, failure to insist upon strict compliance with any of the terms, covenants, or conditions shall not be a waiver of the term, covenant or condition, or shall any waiver or relinquishment of any right or power at any time or more times be a waiver or relinquishment of the right or power at any other time or times.

25. Cancellation: Nothing in this contract shall preclude cancellation of this contract by mutual consent of the parties with or without prior notice.


Amendments or repeal of any Indiana Code provisions to which specific reference is made herein shall not vary the terms hereof unless such amendments replacing repealed cited code provisions shall, by their terms, require immediate application of their provisions. In case of a repealed provision without a new enactment replacing a repealed statute or statutes as herein referred to, the cited statutes shall be applied to this agreement the same as if no repeal of the cited provision or provisions had occurred.

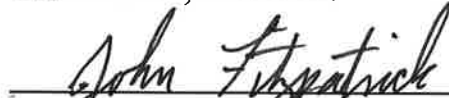
26. Definitions: The terms "annual" or "year" shall mean the school year period of July 1 through June 30 unless otherwise stated.


27. Incorporation: The remaining terms and conditions associated with the regular teachers' contract, which is referenced and incorporated herein and approved by the Corporation for the applicable school year; remain unchanged, unless specifically modified herein.

IN WITNESS WHEREOF, and pursuant to actions taken by the Board of School Trustees at its public session on January 13, 2020, the parties here unto set their hands and seals, in duplicate, this Addendum.

CENTRAL NOBLE COMMUNITY SCHOOLS
BOARD OF TRUSTEES


Eric Custer, President


John Fitzpatrick, Vice-President


Erin Schoeff, Secretary

John McGill, Member


Mark Mawhorter, Member

ATTEST:


Erin Schoeff, Secretary

CENTRAL NOBLE COMMUNITY SCHOOLS
SUPERINTENDENT OF SCHOOLS

By: 
Troy Gaff, Superintendent