

## 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. Daniel Hile ("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 the 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, 2024 through June 30, 2027. Unless otherwise required by text or context, an Employment Year for purposes of this Agreement shall begin July 1 of a year and end on June 30 of the following year. Subject to the termination provisions as provided in Section 7 of this Agreement, this Agreement automatically shall extend one additional year for each year in which Noblesville does not deliver written notice to the Superintendent prior to January 1 that there will be no automatic one-year extension of the Agreement. This provision results in a rolling three (3) year term, to a maximum of 8 years. Any decision by the Board to cease the automatic one-year extension will be made by a vote of the Board at a public meeting prior to giving notice to the Superintendent. Non-renewal

of this Agreement at the end of the Agreement term may be effectuated in accordance with Indiana Code 20-28-7.5.

3. **License.** Superintendent represents and warrants that he 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 his duties in a competent and professional manner. Superintendent or his 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) ensuring 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 he 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 of his duties reasonably, properly, and lawfully assigned to the Superintendent by the Board.

6. **Salary.** Noblesville shall pay to the Superintendent an annual salary of \$199,851.00. 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 who receive a highly effective or effective evaluation if his evaluation is also highly effective or effective. To the extent differing increases are provided to certain administrators, Superintendent shall be eligible for the highest percentage increase provided to another administrator each year. The Superintendent's annual salary may be adjusted as of July 1 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.

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, the Superintendent will receive one year of his current Base Salary as defined under Section 6 above or the maximum payment allowed by Indiana law 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(b)(1)-(6) 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. **Additional Compensation and Mileage Reimbursement.** Noblesville will provide an annual stipend of \$12,000, paid bi-weekly, as additional compensation for extra duties as superintendent of schools. The employer will not reimburse the employee for in-district travel. The employer will reimburse the employee for mileage at the standard corporation rate for out-of- district business travel. The Superintendent will be responsible for submitting

documentation of mileage. All payments pursuant to this paragraph shall be considered wages for purposes of ISTRF credit.

9. **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.

10. **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.

11. **Taxes.** Superintendent shall be solely responsible for his employee share of federal, state and local taxes on Superintendent's income and on any taxable portion of any employment benefits.

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

13. **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 his responsibilities as Superintendent. The Superintendent shall notify the Board or its designee prior to the performance of these activities that involve his 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 he is using a leave day; otherwise, any fees earned shall be paid over to Noblesville.

14. **Evaluation.** The Board shall conduct an annual evaluation of Superintendent, not later than July 1 of each year, starting in 2025. The Board may, but is not required to, conduct an evaluation of the Superintendent at an earlier time.

Not later than October 20<sup>th</sup> of each year, the Board and Superintendent shall agree as to the written evaluation instrument and the procedures to be used to evaluate Superintendent.

15. **Incentive Pay.** Beginning July 1, 2024, Noblesville will set aside up to 12% of the current base salary defined under section six (6) above that the Board may award on an annual basis as incentive pay for the Superintendent meeting the goals established for him and Noblesville Schools by the Board. The Board and Superintendent will agree on the design for such a program, including the goals, and the parameters that will govern the award of incentive compensation by July 30 of each year.

16. **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. In the event that the corporation would choose to convert administrator vacation days to a PTO (paid time off) model in the future, the maximum ten (10) day buyout would still apply. 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.

17. **Technology Support.** Noblesville will provide a \$1200 annual stipend, paid bi-weekly, to offset technology costs associated with Superintendent's business duties. All payments pursuant to this paragraph shall be considered wages for purposes of ISTRF credit.

18. **Retirement Investment.** In addition to the other compensation and benefits provided to the Superintendent pursuant to this Contract, the Board shall provide the following deferred compensation benefits:

The Board shall provide additional dollars for tax-deferred contributions for the Superintendent to retirement plan arrangements described in Sections 403(b) and 457(b) of the Internal Revenue Code (the "Code") for each employment year.

These payments shall be an annual amount equal to the IRS maximum limit for a Code Section 403(b) Plan and the IRS maximum limit for a Code Section 457(b) plan for that calendar year.

The Superintendent shall complete the necessary forms to make these salary reduction contributions to the Code Section 403(b) plan and the Code Section 457 (b) plan sponsored by the School District. The Board shall take necessary actions to implement those forms and shall remit such salary reduction contributions through bi-weekly installments. The Superintendent acknowledges that the salary reduction contributions will be characterized as wages for Social Security, FICA, and as compensation for purposes of contributions to the Indiana State Teachers' Retirement Fund.

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

20. **Indemnification.** Noblesville shall indemnify and hold Superintendent harmless from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his 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 his duties.

21. **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

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## **Noblesville Schools' Administrator Contract Addendum**

Fringe benefits for Noblesville Schools administrators 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/addition of the following:

**Teachers Retirement Fund and Public Employees' Retirement Fund** - Noblesville Schools shall contribute the employee share of the eligible employee's salary to the retirement fund, in addition to the mandatory employer contribution as determined by INPRS.

**Term Life Insurance** - Premium to be paid by Noblesville Schools for two times salary rounded to the nearest one thousand dollars. Reductions in coverage occur at ages 65 and 70.

**Supplemental Long Term Disability** - Long term disability income insurance shall be offered to 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.

**PTO** - Administrators shall receive seventeen (17) days of Paid Time Off (PTO) per year. Unused PTO in one year shall roll over into the administrator's personal sick reserve balance. The exact time and duration of PTO shall be taken subject to mutual agreement of the administrator and the Superintendent of Schools. The needs of the Corporation shall be considered when scheduling days off. Administrators shall not be subject to the two day PTO deduction for absences that occur on the day before or the day after a multi-day school break.

**Vacation** - The 260 day administrator shall be entitled to Thirty (30) paid vacation days per year. Unused vacation time in one year shall not be carried over to the next year. The exact time and duration of vacation time shall be taken subject to mutual agreement of the administrator and the Superintendent of Schools. If corporation obligations prohibit 260-day contracted administrators from taking the allotted vacation days, the administrator shall be paid for these unused vacation days up to a maximum of five (5) days in a contract year. Payment for these days shall occur after June 30 of each contract year 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 administrator's discretion, this payment may be deposited in a 401(a) account.

**Sick Reserve Accumulation** - The administrator's sick reserve balance accrued prior to the 2024-25 school year, and sick leave transferred from an outside district, will be available to use in the event of a documented qualifying illness or injury. Sick reserve accumulation shall not exceed 228 days. An administrator sick leave bank has been established and each administrator shall have the option of joining.

**Holidays** - 260 day administrators shall observe and be paid for the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, July 4th, Labor Day, day before Thanksgiving, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve.

**Membership Dues** - Noblesville Schools shall pay the administrator's membership dues up to a maximum of \$750.00 annually in a professional organization(s) subject to the Superintendent's approval.



**Retirement Benefits** - To be eligible for the following 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/PERF purposes.

**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, up to \$240,000, until age 65.

At age 65, the retired administrator has two options:

Option 1: to age 70: .50 times your Annual Earnings in effect on your last full day of Active Work, not to exceed \$120,000.

Option 2: to age 75: .25 times your Annual Earnings in effect on your last full day of Active Work, not to exceed \$60,000.

**Health Insurance - The following health insurance provision only applies to Noblesville and HBM administrators who were in an administrator position prior to 1/1/2010.**

Health insurance equal to the administrator's policy which was in effect upon the date of retirement shall be paid by Noblesville Schools until the retired administrator reaches Medicare eligibility.

The administrator may elect to receive the cash equivalent of the premium amount for health insurance prorated from the actual date of termination to Medicare eligibility. The choice must be declared at the time of retirement and once decided is not subject to change. Administrators who elect the cash equivalent option will be paid quarterly.

The cash equivalent payment will equal the annual health insurance premium at the time of retirement: A) adjusted for annual rate increases not to exceed eight percent (8%) and /or annual rate decreases, B) FICA tax savings will be retained by the school corporation.