

**METROPOLITAN SCHOOL DISTRICT OF
WASHINGTON TOWNSHIP ADDENDUM FOR
THE SUPERINTENDENT OF SCHOOLS BASIC CONTRACT**

The Board of Education of the Metropolitan School District of Washington Township ("Board of Education") and Dr. Nikki Woodson, Superintendent of Schools ("Superintendent"), based on the mutual interest of the Metropolitan School District of Washington Township ("School District") and of the Superintendent, to more completely and precisely define the employment relationship of Dr. Nikki Woodson with the School District, agree to this Superintendent of Schools Basic Contract Addendum ("Amendment" or "Addendum to Superintendent's Basic Contract") which provides as follows:

1. The School District agrees to employ Dr. Nikki Woodson as the Superintendent of Schools for the term of this agreement from July 1, 2011 through June 30, 2014. The School District agrees to pay and/or credit the Superintendent a base salary equal to the sum of the following:
 - a.) Effective July 1, 2011 the School District shall pay the Superintendent an annual compensation of One Hundred Seventy Thousand Dollars (\$170,000.00);
 - b.) The School District shall credit or pay the Superintendent with an additional amount of Fifteen Thousand Dollars (\$15,000.00), which the Superintendent may, but need not, elect to be contributed to a Section 457 Plan for each calendar year of employment for the Superintendent.
 - c.) The School District shall credit or pay the Superintendent with another amount of Fifteen Thousand Dollars (\$15,000.00), which the Superintendent may, but need not, elect to be contributed to a Section 403(b) plan for each calendar year of employment for the Superintendent.
 - d.) The School District shall credit or pay the Superintendent with an amount equal to the annual cost of family coverage under the School District's group Medical, Dental, Vision and Long-Term Disability insurance plans in effect as of the previous June 1, which the Superintendent may, but need not, elect to contribute to the School District's Section 125 Flexible Spending Plan in order to pay for the premiums of the School District's group medical, dental, vision and long-term disability insurance programs.

- e) The School District will pay Nine Hundred Dollars (\$900.00) per month for vehicle and cell phone/IT allowance.

The total of the foregoing amounts is intended to represent the Superintendent's basic salary as defined by I.C. 5-10.2-4-3, and such amounts shall be used to determine the average annual compensation defined in I.C. 5-10.2-4-3 and reported to the Indiana State Teachers Retirement Fund for the Superintendent.

The Superintendent, as well as the Superintendent's spouse and immediate family, if any, may participate in the School District's group medical, dental, vision and long term disability insurance plan(s) maintained from time to time by the School District, but otherwise subject to the eligibility requirements of such plans. The Superintendent will otherwise be responsible for the entire cost of participation in such group medical and dental plan(s).

2. The Board of Education agrees to review:
 - a) the Superintendent's performance no less than annually;
 - b) the length of the Superintendent's contract on an annual basis;
 - c) the Superintendent's base salary and wage-related benefits annually.
3. The School District agrees to provide the Superintendent a term life insurance policy with a face value equal to \$250,000.
4. In addition to the annual VEBA contribution provided to cabinet administrators, the School District shall contribute Five Thousand Dollars (\$5,000.00) annually as an employer contribution to the School District's VEBA Plan with the following vesting:
 - a) Thirty-three and one-third percent (33 1/3%) if employed on July 1, 2013;
 - b) Sixty-six and two-thirds percent (66 2/3%) if employed on July 1, 2016;
 - c) One Hundred percent (100%) if employed on July 1, 2018.
5. Within thirty (30) days following the Superintendent moving into the School District, the School District will deposit Five Thousand Dollars (\$5,000) as an employer contribution to the Superintendent's account in the School District's 403(b) plan.

6. The School District will pay the Superintendent's three percent (3%) employee's share of retirement to the Indiana State Teachers' Retirement Fund for the period of time covered by the Addendum.
7. The Superintendent agrees to work 240 days in each twelve-month period between July 1 and June 30.
 - a) The School District agrees to provide the Superintendent twenty (20) non-work days in each twelve-month period between July 1 and June 30. Ten (10) of the non-work days must be used in the year they are received and do not carry over and/or accumulate;
 - b) The Superintendent may accumulate up to a maximum of thirty-five (35) days of unused non-work days. Payment for the accumulated unused non-work days will occur when the Superintendent leaves the School District;
 - c) This benefit entitlement is for an annual basis.
8. The School District agrees to provide the Superintendent twelve (12) sick leave days in each twelve-month period between July 1 and June 30. Sick leave days unused in one contract year may be accumulated and carried over to future years.

The Superintendent was previously employed as the Assistant Superintendent and has already transferred sixty-three (63) days from her prior public school employer. The Superintendent may, at the start of the 2011-2012 school year, transfer the rest of her accumulated sick leave days from her prior school employer, which remaining days will not exceed forty (40) additional days..

9. Additional fringe benefits will be provided to the Superintendent if the fringe benefit is a Board approved fringe benefit for the cabinet administrators and that benefit:
 1. is not in conflict with any language of this addendum; and
 2. the addendum provision setting for the fringe benefit states that it is in addition to the fringe benefit (or amount of the fringe benefit) provided to cabinet administrators.
10. The Superintendent is responsible for and shall perform those functions as specified in the job description for the position for which the Superintendent is hereby employed, as such may be amended from time to time by the Board of Education. The Superintendent shall be responsible to, and shall be subject to, the direct supervision and evaluation of the Board of Education. In addition, the Superintendent shall, during the term

of this contract, hold and maintain such state licenses and certifications as may be applicable or required, and shall devote her full working time to the performance of her duties as Superintendent.

11. The Superintendent and the Board of Education stipulate and agree that all clauses and provisions of this contract are distinct and severable, and the Superintendent and Board of Education understand, and it is their intent, that in the event this contract is ever held to be invalid or unenforceable (in whole or in part) as to any particular provision herein, all other provisions shall remain fully valid and enforceable.
12. To the extent permitted by Indiana law, District agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in her individual capacity, or in her official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of her employment and excluding criminal litigation. This indemnification comes from the District only and no individual board member is to be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions and legal proceedings.

The District will provide liability insurance to support this duty of indemnification. Defense and indemnification of the Superintendent through one or more policies of insurance purchased by the Board shall constitute compliance with this Paragraph.

This Paragraph of this Contract 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 Indiana Department of Education Division of Professional Standards, or in proceedings brought by the Board to cancel this Contract or pursue a breach of this Contract.

13. The term of this Superintendent's Basic Contract and the Addendum for the Superintendent's Basic Contract is thirty-six (36) months, and is effective from July 1, 2011 to June 30, 2014.

This Agreement shall be extended for one additional school year each July 1 if the employer does not provide written notice of the automatic extension of this Agreement by the day before May 1.

However, in order for this clause to effectuate a contract extension, the Superintendent must provide a written notice during the month of March reminding the Board President that if the Board does not provide timely notice by May 1, then the contract will automatically be extended for one

additional year. [If the Superintendent provides a reminder notice but not timely then the Board must provide such notice within thirty (30) days of the Board President's receipt of the Superintendent's reminder notice in order for the contract not to extend an additional twelve (12) more months from the then existing termination date.]

14. The parties agree that the three alternative termination provisions set forth in this provision shall be the sole and exclusive means of cancelling the Superintendent's Basic Contract and the Addendum for the Superintendent's Basic Contract (hereinafter referred to as the "Superintendent's Entire Contract") prior to their expiration date. Any of the following three alternatives (a, b, or c) may be utilized by the Board to terminate the Superintendent's Entire Contract before its expiration date:

a) The Board:

(i) initiates the cancellation process established for a permanent teacher pursuant to IC 20-28-7-3;

(ii) complies with the contractual, statutory and constitutional due process procedures for the cancellation of an indefinite teaching contract of a permanent teacher; and

(iii) makes a finding that one or more of the statutory reasons for cancellation of a permanent teacher contract contained in IC 20-28-7-1 exist subject to the limitation on the effective date of cancellation established in IC 20-28-7-1(a).

b) The Board:

(i) follows this procedure:

a) provides the Superintendent with at least thirty (30) days written notice that it intends to cancel the Superintendent's Entire Contract without a finding of fault and before the expiration of their terms pursuant to Section 13 of this Addendum;

b) affords the Superintendent an opportunity for a conference with the Board in executive session. The purpose of a conference, if requested by the Superintendent, will be to provide the Superintendent an opportunity to present information and reasons why cancellation is unwarranted, and an opportunity for the Board to reconsider whether or not the cancellation is in the best interests of the School Corporation;

c) Following the conference, unless the Board has decided against cancellation of the Superintendent's Entire Contract, the Board will provide the Superintendent an opportunity to resign; and

d) After giving the Superintendent an opportunity to resign, the Board may cancel the Superintendent's Entire Contract, without cause by a majority vote of the Board taken at a public meeting not sooner than the date provided in the Board's notice of intent given pursuant to paragraph (b)(i)(A); and

(ii) then, if the Board initiates the above procedure, the School District will provide separation benefits to the Superintendent consisting of the following:

(1) separation pay in an amount equal to the lesser of one (1) year value of the sum of the following or if less than one (1) year is remaining on the contract, than the remaining amount to be paid, if any, for the following:

- (a) base salary as defined by paragraph 1 of this addendum;
- (b) The School Board's three percent (3%) contribution to the Indiana State Teachers Retirement Fund;
- (c) The School Board's annual contribution for cabinet administrators to the VEBA (1.5%) and 401(a) (1.5%) plans;
- (d) The annual contribution to the VEBA as provided by paragraph four (4) of this Addendum.
- (e) The per diem pay for accumulated unused vacation days as provided for cabinet administrators;
- (f) The payment for unused and accumulated sick leave days as provided for cabinet administrators.

(2) acceleration of vesting upon the invocation of this clause to provide immediate vesting of the Superintendent's 401(a) and VEBA accounts; and

(3) waiver of the years of service requirement for health insurance continuation coverage for early retiree administrators, notwithstanding the language of the Administrative Fringe benefits document and paragraph four (4) of this Addendum; or

- c) The School Board receives written notice from the Division of Professional Standards that the Superintendent no longer holds a license required for the position of Superintendent of Schools from the Division of Professional Standards of the Indiana Department of Education or receives a certified copy of a court document indicating that the Superintendent was convicted of a crime.

This Superintendent of Schools Basic Contract Addendum agreed upon and entered into this _____ day of _____, 2011.

SUPERINTENDENT OF SCHOOLS

THE BOARD OF EDUCATION OF
THE METROPOLITAN SCHOOL
DISTRICT OF WASHINGTON
TOWNSHIP

By Dr. Nikki Woodson

By its President and Secretary

Dr. Nikki Woodson

Board President

Anthony Dzwonar

Board Secretary

William D. Turner