

**HAMILTON COMMUNITY SCHOOL CORPORATION  
SUPERINTENDENT'S CONTRACT**

THIS EMPLOYMENT CONTRACT is made and entered into this 1<sup>st</sup> day of July, 2016 by and between HAMILTON COMMUNITY SCHOOL CORPORATION, a School Corporation organized and existing under the provisions of Indiana Code 24-4, with its administrative offices at 903 South Wayne Street, Hamilton, Indiana 46742 (hereinafter referred to as "School Corporation"), and Nicole Singer, (hereinafter referred to as "Nicole Singer and/or Superintendent").

WHEREAS, School Corporation desires to employ Nicole Singer as its Superintendent of Schools; and

WHEREAS, Nicole Singer desires to be employed by School Corporation as its Superintendent of Schools; and

WHEREAS, School Corporation and Nicole Singer mutually desire to enter into a written employment contract in order to set forth the rights, duties, obligations and administrative functions to be performed by the respective parties.

NOW THEREFORE, it is hereby agreed by and between the School Corporation and Nicole Singer as follows:

1. **Term.** The School Corporation hereby employs Nicole Singer as Superintendent of Schools for Hamilton Community School Corporation per the term established on her Regular Teacher's Contract.
2. **Professional Certification.** Nicole Singer presently holds, and shall hold for the duration of this contract, including any subsequent extensions thereof, a valid Indiana Superintendent Certificate.
3. **Compensation.** The School Corporation shall pay to Nicole Singer an annual salary per her Regular Teacher's Contract, effective upon her employment. Said sum shall be paid to Nicole Singer in twenty-four (24) equal installments in accordance with other employees of the School Corporation. The School Corporation shall annually review the aforementioned salary and terms of this employment contract with Nicole Singer prior to the month of November of each year during the term of this contract, including any extension thereof.

4. **Duties of Superintendent.** Nicole Singer shall act as Chief Executive Officer of the School Corporation. Nicole Singer shall faithfully perform all duties imposed upon her which are applicable to Hamilton 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 aforementioned governmental units, together with all proper directives from the Board of Trustees of Hamilton Community School Corporation. Nicole Singer shall supervise the administration of all schools within the School Corporation. In particularity, Nicole Singer shall:
  - (A) Direct and assign teachers and other employees of the School Corporation; and
  - (B) Organize and supervise the administration and supervisory staff of the School Corporation, including the instructional and business affairs of the School Corporation; and
  - (C) Recommend all personnel for employment or dismissal to the Board of School Trustees; and
  - (D) Recommend to the Board of School Trustees regulations, rules and procedures, which are deemed necessary for the orderly administration of education with in the School Corporation; and
  - (E) Perform all duties incident to the office of Superintendent and such other duties as may be prescribed, from time to time, by the Board of School Trustees of the School Corporation.
5. **Superintendent's Relationship with the Board of School Trustees.** The members of the Board of School Trustees of School Corporation, individually and collectively, shall refer concerns, complaints and suggestions, which are brought to its attention to Nicole Singer for resolution, study or recommendation. Nicole Singer shall have the right to attend all meetings of the Board of School Trustees (with exception of executive sessions at which Board Members evaluate Nicole Singer's performance, determine Nicole Singer's compensation, and consider any contract extension). Furthermore, Nicole Singer shall have the right to attend all Board of School Trustees and citizen committee meetings and shall serve as an ex officio member of all committees of the Board of School Trustees, providing administrative recommendations for each item of business considered by the committees.
6. **Community and Public Relations.** The Superintendent is a vital link between the School Corporation and the community. She should be visible and accessible to the people served by the schools. The Superintendent should speak for the Board and handle media requests for information in a timely and appropriate fashion. Specifically, the Superintendent should:
  - A. Represent the School Board as its Chief Administrative Officer in all dealings with other organizations, individuals and the public; and
  - B. Promote good public relations with the school community.

7. **Professional and Business Expenses.** The School Corporation encourages the continuing professional growth of its Superintendent through participation in the following:
- A. Operations, programs and other activities conducted or sponsored by local, state and national educational school administration, and school board associations, wit-to, IAPSS, IASBO, AASA, ISBA, special education and vocational education cooperatives, study council, etc.; and
  - B. Seminars and courses offered by public or private educational institutions; and
  - C. Informational meetings with other individuals whose particular skills or background would serve to improve the capacity of the Superintendent to perform her professional responsibilities for the School Corporation; and
  - D. The visitation of other institutions and school corporations.

The School Corporation shall reimburse Nicole Singer for membership fees to the Indiana Association of Public School Superintendents and the Indiana Association of School Business Officials. Nicole Singer shall be authorized to attend the annual meeting of IAPSS.

Nicole Singer shall be reimbursed for expenses incurred in conducting the business of the School Corporation. All payments to Nicole Singer for expenses shall be in compliance with the rules and regulations prescribed by the Board of School Trustees and the State Board of Accounts. Nicole Singer shall be provided with a bank credit card, which shall be used solely for school business expenses.

8. **Communication Equipment.** Because of the unique nature of the professional duties of Nicole Singer as Superintendent of the School Corporation, the Board of School Trustees shall provide Nicole Singer reimbursement of \$50 per month for her cell phone service plan. This payment will be made in monthly installments as an addition to Nicole Singer's regular pay.
9. **Transportation.** When available a School Corporation vehicle may be used by the Superintendent. When Nicole Singer uses her personal vehicle for duties directly related to her obligation under this Contract she shall be reimbursed at the mileage rate then established by the Internal Revenue Service.
10. **Vacation.** Nicole Singer shall be entitled to fifteen (15) paid vacation days each calendar year (July 1<sup>st</sup> – June 30<sup>th</sup>). One (1) additional paid vacation day will be added each year after the 1<sup>st</sup> year not to exceed twenty (20) paid vacations days a year. If any vacation days remain on June 30<sup>th</sup> each year, the Superintendent shall receive payment within sixty (60) days to his/her 401 (a) account for each unused vacation day at their then current per diem rate.  
All unused/accumulated vacation days remaining at the time employment ends with the Hamilton Community Schools shall be paid to the Superintendent's 401 (a) account, within thirty days following separation of employment, at her per diem rate in effect on the last day of employment.
11. **Flexible Leave.** Nicole Singer shall be entitled to five (5) flexible leave days per year, non-accumulative. Any unused flexible leave days shall be added to her unused and accumulated sick leave at the end of each calendar year.

12. **Sick Leave.** Nicole Singer shall be entitled to initially transfer from previous Indiana school employers ninety (90) accumulated sick days to be made immediately available. In addition, Nicole Singer shall be allowed to transfer any remaining sick days from previous school employers as provided by Indiana Statute to maintain a sick leave balance not less than the wait period for the LTD insurance plan. Nicole Singer shall be granted twelve (12) days of leave for personal illness or injury, or the illness or injury of a member of her immediate family, each year of employment by the School Corporation.
13. **Accumulated Sick Leave.** At the end of each calendar year, Nicole Singer shall be entitled to carry forward her existing accumulated sick leave balance to maintain a sick leave balance not less than the wait period for his Long Term Disability Insurance coverage. Nicole Singer shall receive payment to her 401(a) account at the rate of .001 of her then annual salary for accumulated sick leave days that exceed days beyond the wait period. Only those leave days that are accumulated annually while an employee of the School Corporation will be considered for this benefit.
14. **Bereavement Leave.** Nicole Singer shall be entitled to bereavement leave, without loss of pay, as a result of a death in her immediate family. Bereavement leave shall be for a period of not more than five (5) consecutive work days from the day of the death or the day after death occurs. The definition of "immediate family" shall include parents, stepparents, sister, brother, child, stepchild, and spouse. The definition of "immediate family" shall also include the family of Nicole Singer's marriage partner, to-wit, mother-in-law, father-in-law, etc. Two (2) days bereavement leave shall be allowed for the death of a grandparent or grandchild, including the grandparents or a grandchild of the marriage partner. One (1) day bereavement leave shall be allowed for anyone not included in the above list.
15. **Jury Duty Leave.** Nicole Singer shall be granted jury duty leave, without loss of pay, if called upon to serve.
16. **Court Appearance Leave.** Nicole Singer shall be granted leave, without loss of pay, if subpoenaed to appear in any court proceedings related to her duties, except any litigation initiated by Nicole Singer against the School Corporation.
17. **Other Leaves.** All other request for leaves of absence not set forth herein may be requested by Nicole Singer in writing, for consideration by the Board of School Trustees.
18. **Indiana Teacher's Retire Fund.** The School Corporation shall annually contribute and pay to the Indiana Teachers' Retirement Fund an amount equal to 3% of Nicole Singer's then annual wage.
19. **Health Insurance.** Nicole Singer may select either a family or single health insurance plan. The School Corporation shall annually provide and pay 80% the premium of Plan 3 of the family Health insurance plan. The 20% balance of the premium of Plan 3 will be paid by Nicole Singer. If Nicole Singer chooses either a single plan or a lower premium family plan, the difference will be paid into Nicole Singer's 401(a) annuity plan.
20. **Section 125.** Nicole Singer may participate in the Section 125 Plan.
21. **Life Insurance.** The School Corporation shall annually provide and pay for, except for the sum of \$3.50, which shall be paid by Nicole Singer a policy of insurance upon the life of the Superintendent in the amount of \$150,000.00.

22. **Long-Term Disability.** The School Corporation shall annually provide and pay for, except for the sum of \$1.00, which shall be paid by Nicole Singer a policy of long-term disability insurance upon Nicole Singer with a benefit amount not less than sixty-six and two-thirds percent (66.2/3%) of her then annual salary with a waiting period of ninety (90) calendar days.
23. **Professional Liability.** The School Corporation shall procure and pay for professional liability insurance, which shall insure the Superintendent. The Board of School Trustees shall defend, hold harmless and indemnify Nicole Singer from any and all demands, claims, litigation, causes of action and/or legal proceedings brought against her, either in her individual capacity or in her official capacity as an agent or employee of the School Corporation, provided the incident arose while she was acting within the scope of her employment with the Board. The term “within the scope of her employment” shall exclude any and all criminal litigation or criminal liability. This provision shall require the Board to pay all legal fees, court costs, and any and all other litigation costs directly, or to reimburse Nicole Singer for any such fees, costs, or expenses necessary to defend herself from any and all such demands, claims, suit, actions or legal proceedings brought against her for actions, choices, decisions, or omissions made while an employee of the school corporation, unless Nicole Singer was clearly acting outside the scope of her employment as defined above. This holds harmless indemnification provision shall continue after severance or termination of the employment relationship. In no case shall any individual member of the Board of School Trustees be considered personally liable for indemnifying the Superintendent pursuant to this provision.
24. **Goals and Objectives.** The Superintendent shall provide the Board of School Trustees her goals and objectives for the insuring school year by September 1 each year.
25. **Evaluation.** The Board of Trustees agrees to review the Superintendent’s performance at least once each school year during the month of November.  
The Board of School Trustees shall provide an annual written evaluation of the Superintendent, including consideration of the Board’s policies goals and objectives. In the event deficiencies are noted in the evaluation of the Superintendent, suggestions for improvement shall be stated in writing and provided by the Board of School Trustees to the Superintendent.
26. **Renewal of Employment Contract.** Provided the established goals and objectives have been accomplished by the Superintendent is satisfactory, the Board of School Trustees of the School Corporation and Nicole Singer agree that this is a 3 year contract with rolling two year extensions so that on July 1, 2018, and each successive July 1<sup>st</sup>, the terms of the contract are automatically extended through and including June 30<sup>th</sup> of the second year thereafter unless written notice is given after 2017 on any January 1<sup>st</sup>. If the Board of School Trustees of the School Corporation does not desire to extend the contract of the Superintendent, the Superintendent shall be notified, in writing, not later than January 1<sup>st</sup> of that year. The failure of the Board of School Trustees to notify the Superintendent, in writing shall be deemed to extend the employment contract for one (1) additional year.
27. **Separation of Employment Benefits.** As a matter of policy, the Board of School Trustees will provide Nicole Singer and other administrators employed by the School Corporation no less a benefit package that that provided to other staff members employed by the Corporation.
28. **Traditional Separation of Employment Benefits.** After five (5) years of employment by the School Corporation, Nicole Singer shall be eligible to receive payment to her 401 (a) account at


her regular per diem rate for up to one-half of all leave days accumulated leave as of her last day of employment with the School Corporation.

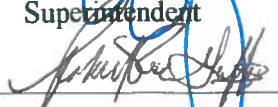
29. **Employer 401(a) Retirement Plan.** In addition to Nicole Singer annual salary, the Board shall contribute and pay an additional amount of five thousand dollars (\$5,000) to Nicole Singer annually to his 401(a) account. Such contributions shall be considered deferred compensation and contributions shall be made monthly during each year of her contract. Nicole Singer shall be fully vested in the 401(a) retirement plan program from the beginning.
30. **Termination of Employment.** This Employment Contract may be terminated as provided by Indiana Statute.
31. **Regular Teacher's Contract.** This Employment Contract shall be in addition to any regular teacher's contract executed by and between the parties hereto as required by applicable law. All issues addressed in this Employment Contract shall supersede any terms and conditions that are set forth in a regular teacher's contact to the extent set forth herein.
32. **Applicable Law.** This Employment Contract and the enforcement thereof shall be governed by the laws of the State of Indiana.
33. **Assignment.** This Employment Contract is person to Nicole Singer and the School Corporation and shall not be assigned to any other person or school district without prior written consent from both the School Corporation and Nicole Singer.

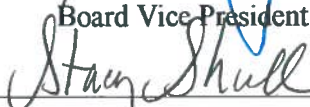
IN WITNESS WHEREOF, the parties hereto have caused this employment contract to be executed on this date first above written.


HAMILTON COMMUNITY SCHOOL CORPORATION

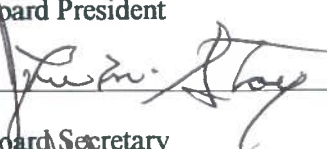
ON 23<sup>rd</sup> May, 2016 Date


By  \_\_\_\_\_  
Superintendent

By  \_\_\_\_\_  
Board Vice President

By  \_\_\_\_\_  
Board Member

By  \_\_\_\_\_  
Board President

By  \_\_\_\_\_  
Board Secretary

By  \_\_\_\_\_  
Board Member