

EXHIBIT "B"
ADDENDUM TO SUPERINTENDENT'S CONTRACT

This Contract is entered into by and between the **School City of Whiting, Indiana**, a duly organized school corporation, (hereinafter referred to as the "School City") by its Board of School Trustees (hereinafter referred to as the "School Board") and **Cynthia A. Scroggins**, a duly licensed and certified teacher and superintendent, (hereinafter referred to as the "Superintendent") and the parties hereto agree to the following terms and conditions of employment:

1. **SALARY** - For the services rendered by the Superintendent under this Agreement, the School City shall pay the Superintendent a salary equal to that sum which appears in the regular Teacher's Contract, marked as Exhibit A and attached hereto. The salary set forth in Exhibit A at the date of the execution of this Agreement provides that the Superintendent shall be paid the annual salary of One Hundred Thirty-Nine Thousand Five Hundred Seven Dollars and .09/Cents (\$139,507.09) for the annual period beginning on July 1, 2024. The Superintendent's annual salary shall increase by the average percentage raise provided to the teachers in their collective bargaining agreement. This annual salary shall be paid to the Superintendent in twenty-six equal bi-weekly installments during each year of such employment. The installment payment dates to be commensurate with the installment payment dates applicable to other administrative employees of the School City. It is mutually agreed that the salary provisions of this Addendum and the additional provisions may be adjusted by mutual consent of the parties at any time.
2. **LICENSING** - The Superintendent is the holder of a current and valid Indiana Superintendent's License, No.**10071931**, and the Superintendent shall take any and all necessary action to maintain and keep this license current and in good standing during this Employment Contract. It is understood and agreed that maintaining and keeping the Indiana Superintendent License, No.**10071931**, current and in good standing is a prerequisite and continuing requirement for this Employment Contract. The Superintendent agrees that at all times while she is employed pursuant to this Contract she will fully meet the minimum qualifications for the position of Superintendent which include maintaining the license from the State of Indiana required for the position of Superintendent.
3. **DUTIES** - The Superintendent and the Board agree that policymaking is the responsibility of the Board and the operations and management of the School Corporation are the responsibilities of the Superintendent. The parties further agree that this division of responsibilities is consistent with and shall continue to be implemented consistent with the Indiana School Board Association Code of Ethics for School Board Members, which is incorporated into this Contract as a material term. The Superintendent shall act as the chief executive officer of the School City and will faithfully and dutifully perform and execute all the duties of Superintendent of the School City at a professional level of competency as required by contract, state law, and the policies of the school board of trustees as they may be modified or changed from time to time. These duties shall include all duties and responsibilities which are required by Indiana law, regulations and School City policies enumerated in Board Policy of said School Corporation and in accordance with the Superintendent's Job Description as may be modified or changed from time to time by the Board of School Trustees.
4. **TERM** - The term of this Agreement shall be for a period of three (3) years, commencing on the 1st day of July, 2024 and terminating on the 30th day of June, 2027; unless otherwise terminated as hereafter provided or as provided by Indiana Code §20-28-8-7. On the expiration date set forth in the contract, if the governing body 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. If the Board does not notify the Superintendent in writing in the contract year in which this contract is to expire, that this contract will not be renewed, it shall be deemed that the Board has renewed this employment contract for one (1) year extending from the termination date of this contract.

5. **ENTIRE AGREEMENT** - This contract incorporates by reference a “Regular Teacher’s Contract”, which is attached hereto, marked for identification as Exhibit A and made a part of this Agreement between the parties by reference. The Regular Teacher's Contract, which is identified as Exhibit A and this Agreement, which is identified as Exhibit B, constitute the entire agreement between the parties, and this agreement cannot be amended, changed or modified except upon written agreement executed by all parties.

6. **EXTENT OF SERVICE** - The Superintendent shall devote her entire time and energy to her duties as the School City Superintendent and she shall not, during the term of this Agreement, engage in any other business activity whether or not such business activity is pursued for gain, profit or pecuniary advantage, without prior written consent of the Board of School Trustees of the School City. The Superintendent agrees that her duties pursuant to this Contract represent full time employment and that she will not accept outside employment, perform work as an independent contractor, or engage in any other business pursuit involving her personal services, without the prior written consent of the School City.

7. **EDUCATIONAL MEETINGS** - The Superintendent will attend and participate in seminars, institutes, and/or meetings that may be provided by the School City, required by the Superintendent of Public Instruction, or authorized by the School City. The School City will pay the Superintendent for all expenses incurred by the Superintendent in attending and/or participating in such activities in accordance with the policies of the School Corporation.

8. **VACATION** - The Superintendent shall be entitled to a vacation of twenty-five (25) working days each contract year under this Agreement, exclusive of legal holidays, but the unused vacation time in one contract year shall not be carried over to the next contract year. The exact time and duration of the use of vacation time by the Superintendent shall be subject to mutual agreement of the parties. In the event the Superintendent has not used all her allotted vacation days for the contract year, the unused vacation days shall be paid at her current daily rate up to a maximum of ten (10) vacation days.

9. **PHYSICAL EXAM** -The Superintendent agrees to submit herself to a physical examination not less than once every two years and not more than once each year as determined by the School Board of Trustees; that a statement certifying to the physical competency of the Superintendent shall be filed with the Clerk or Secretary of the School City and treated as confidential information by the School City and the School City does hereby agree to bear the costs of such medical examinations and reports. The medical examinations shall be performed by the physician(s) and medical provider(s) selected and determined in the sole discretion of the School City.

10. **DISABILITY** - If the Superintendent is unable to perform any or all of her duties by reason of illness, accident or other physical cause beyond her control for a period in excess of her accumulated sick leave and unused vacation time, as defined in Paragraph No. 8 of the Agreement, under the terms of this Agreement, the School City may, at its option, terminate this Agreement; whereupon, the respective duties, rights, and obligations of the parties hereunder shall terminate, except for vested rights of the Superintendent in disability, medical insurance policies and/or in retirement and pension programs of the School City.

11. **EVALUATION OF THE SUPERINTENDENT** - The Board of School Trustees and the Superintendent shall meet by the end of the first quarter each calendar year for the purpose of evaluating the performance of the Superintendent, commencing with the second year of the contract. The evaluation of the Board shall be in writing based upon the duties in the job description and in the format agreed upon by the Board and Superintendent. In all areas in which the Board finds the performance of the Superintendent unsatisfactory, the Board shall provide specific written recommendations for improvement.

12. **PROFESSIONAL LIABILITY** – The Board agrees to provide the Superintendent with legal counsel selected and paid for by the Board and to defend and indemnify and hold the Superintendent harmless for all claims, demands and judgments arising out of the performance of duties within the Superintendent’s scope of employment.

13. **INDIANA LAW** - The terms and conditions of this Agreement shall be interpreted under and in accordance with Indiana law.

14. **WAIVER OF BREACH** - The waiver by the School City of any breach of this Agreement by the Superintendent shall not operate or be construed as a waiver of any subsequent breach by the Superintendent.

15. **TERMINATION** - This agreement may be terminated prior to the expiration date in any one of the following ways set forth in Indiana Code §20-28-8-7. The parties agree that “discharge for cause” under Indiana Code §20-28-8-7 means for any ground as provided by Indiana Code §20-28-7.5-1 pertaining to the cancellation of Teacher's Contracts.

16. **MODIFICATION AND SEPARABILITY** - The terms of this Agreement cannot be changed, modified or terminated orally, but only in writing. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter of this Agreement. If any portion or portions of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties.

17. **FRINGE BENEFITS** - So long as this Contract is in full force and effect in accordance with the terms and conditions stated herein and on Exhibit A, the Superintendent shall be entitled to the following benefits:

A. **PERSONAL ILLNESS** - Thirteen (13) days sick leave, annually. The total unused portion of the Superintendent’s school year sick leave shall be permitted to accumulate to an unlimited number.

B. **PERSONAL BUSINESS** - Personal business days shall be five (5) days per year. Unused personal business days will be transferred to accumulated sick leave.

C. **BEREAVEMENT LEAVE** - A leave not to exceed five (5) school days shall be allowed within seven (7) calendar days following the death of the Superintendent's spouse, parents, children, brother, sister, or a person living in the same home as a part of the family. If Superintendent leaves before 12 noon, this will be counted as the first day. If employee leaves after 12 noon, the first day will start the following day. These days are not cumulative. The School Board may grant additional days without pay if, in its judgment, the emergency warrants such action. A leave not to exceed three (3) school days may be taken within seven (7) calendar days following the death of a grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, or nephew. One (1) day of paid leave will be allowed for a staff member to participate as pallbearer in a

funeral. These days are not cumulative. Additional days may be granted by the School Board without pay.

C. INSURANCE BENEFITS - Insurance benefits are granted to the Superintendent as follows:

The School City will make health insurance benefits, including medical, dental, optical and prescription coverage (Hereinafter referred to as "Health Insurance Coverage"), available to the Superintendent under the family plan or single plan coverage, at the Superintendent's option. Payment by the School City of a portion of the monthly or annual premiums for the Health Insurance Coverage shall be on the same terms and conditions as are applied and made available to the Whiting School City's certified teachers.

The Health Insurance Coverage referred to in this paragraph is the same program that is provided to the School City's teachers. It is further understood and agreed that this Health Insurance Coverage is subject to change and that any future changes in the health insurance program or the cost of the program will also be applied to the Health Insurance Coverage provided to the Superintendent under this paragraph. There presently is a 80% - 20% split on all health insurance premiums for the cost of Health Insurance Coverage, in which the School City pays 80% of the coverage and the Superintendent pays 20% of the premium for her coverage.

Term life insurance will be provided by the School City in an amount of \$200,000.00. Upon retiring, the \$200,000.00 term life insurance shall be converted to term policy with a face value of twenty-five per cent of the original amount which will be in force the life of the retiree.

A long-term disability insurance benefit at the expense of the School City, the terms and conditions of which shall be determined by the School City's insurance plan.

D. SEVERANCE AND EARLY RETIREMENT – Severance and Early Retirement Benefits will be the same as is provided in the School City's current teacher's bargaining unit contract, with the exception that the Superintendent will qualify for the retirement benefits provided by the School City when she qualifies for regular full retirement under the Indiana Teachers Retirement Fund. It is further provided that the Superintendent's severance pay upon her retirement and/or her separation from service with the School City of Whiting shall be calculated as follows:

Plan A. The Superintendent's retirement severance pay shall be calculated at a rate of .0022 of the Superintendent's annual base salary to establish the daily rate for all unused and accumulated sick and personal leave days.

Plan B. If the Superintendent has used most of her sick days because of a major illness during the ten (10) years prior to her retirement, the Superintendent may select retirement severance pay computed at a rate of Two Hundred Fifty Dollars (\$250.00) for each year of full-time service as a teacher and administrator in the School City of Whiting.

E. MEMBERSHIP DUES - Personal professional organizational membership dues will be paid for up to an aggregate not to exceed \$500.00 per year, subject to Board approval.

F. TAX SHELTERED/DEFERRED ANNUITY - The School City shall pay a Tax Sheltered/Deferred Annuity contribution on behalf of Cynthia A. Scroggins in the sum of Five Thousand Dollars (\$5,000.00) to be paid annually as long as this Contract shall be in effect. The Annuity payments are to be made directly to VALIC (a qualified annuity account) as set up by Cynthia A. Scroggins through the School City of Whiting's payroll deduction program.

18. GOVERNING LAW - This Agreement is governed by the laws of the State of Indiana and shall be subject to the provisions of any applicable Indiana state law concerning the terms and conditions of an employment contract between a public-school corporation and its Superintendent. If, during the term of this Agreement, any specific cause or provision thereof is determined to be illegal or in conflict with state or federal law, the illegal or conflicting provision shall be deemed void. The remainder of the Agreement shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement, which is comprised of both Exhibit A and Exhibit B, to be executed on the _____ day of _____ 2024.

BOARD OF SCHOOL TRUSTEES
SCHOOL CITY OF WHITING

Amanda Perkins
President

Cynthia Scroggins
Superintendent

Kristine Greer
Vice-President

Christine Stribiak
Secretary

Patti Hearbst
Board Member

Christopher Davenport
Board Member