

Notice of Public Hearing on December 1, 2015
7:00 P.M.
Madison-Grant United School Corporation

Administrative Office
11580 S E00 W
Fairmount, IN 46928

On December 1, 2015 at 7:00 p.m., the Board of School Trustees of the Madison-Grant United School Corporation will meet to discuss and hear objections to and support for a proposed Superintendent contract. A summary of the proposed Superintendent's contract is as follows:

- Base Salary: \$103,000.00.
- Social Security/Medicare Taxes on Base Salary: \$7,880.00.
- Contract term: January 1, 2016 through June 30, 2019. The contract automatically rolls over for another 12-month period if the Board does not give notice to the Superintendent by January 1 of the year the contract expires.
- Contract Days Per Year: 260
- Health, Vision, and Dental Insurance: The Superintendent may participate in group health, vision, and dental insurance plans, and the School Corporation will pay all but \$1.00 of the cost of the premium for each of the plans selected by the Superintendent. If the Superintendent would elect to participate in the family plan, then the School Corporation's contribution would presently be \$24,709.00 a year.
- Vacation Days: 15 per year.
- Transfer of Unused Sick Leave Days from Previous Employer: The Superintendent may transfer a maximum of 30 unused and accumulated sick days from his previous employer over the life of his contract, at the maximum rate of 10 unused and accumulated sick days per year.
- Sick Leave Days: 12 paid days for personal illness annually. Unused days may accumulate up to 90 days.
- Personal Business Days: 3 paid personal business days per year with a total accumulation of 5 personal business days in any one school year. Any additional unused personal business days beyond the 5-day maximum accumulation will be transferred to the Superintendent's sick leave accumulation subject to the 90-day cap.
- 403(b) Plan Contribution: Annual contribution equal to two percent (2%) of the Superintendent's base salary. Said amount would be \$2,060.00 based upon a \$103,000.00 base salary. Vesting is immediate.
- Mileage reimbursement: Superintendent must use school van if available. Mileage reimbursement for business travel is specified in the Master Contract between the Board and the Madison-Grant Classroom Teachers' Association.
- Teacher's Retirement: The School Corporation pays both the Superintendent's share of retirement and the Employee's share of retirement to the Indiana State Teachers' Retirement Fund. The amount would be \$10,815.00.
- Life insurance: The Corporation pays the premium except \$1.00 to maintain a term life insurance policy with a face value of \$150,000.00. The current annual cost to the School Corporation for this policy is estimated to be \$250.00.

- Short-Term Disability Insurance: The Corporation provides short-term disability insurance for the Superintendent. The current annual cost to the School Corporation for this benefit is \$108.00.
- Professional Dues and State and National Conference Expenses – The School Corporation will provide the Superintendent with a budget of \$4,000.00 per school year to be used to pay for institutional membership dues for professional organizations and/or attendance at State and National Conferences with advance Board approval.
- Other benefits: Other benefits provided to certificated and administrative staff of the School Corporation that are not inconsistent with the Superintendent’s contract and are specifically approved by the Board for the Superintendent.
- Duties and Responsibilities: The duties and responsibilities of the Superintendent will be summarized in the contract.
- Evaluation: The Superintendent will be evaluated annually.
- Cell Phone: The School Corporation provides a cell phone. The cost is currently \$900.00 annually.
- Termination: Language that provides for early termination options if the Superintendent’s contract is terminated prior to the expiration of its term.
- Indemnification: Indemnity provided for all actions taken by Superintendent that are within the scope of employment.

The complete proposed contract of the Superintendent will be available on the website of the Madison-Grant United School Corporation and will be presented at the December 1, 2015 Public Hearing. After the Hearing, the Board of School Trustees will consider the input and then it will vote on the proposed contract as an agenda item at a Public Board Meeting on December 9, 2015 at 7:00 p.m.

**MADISON-GRANT UNITED SCHOOL CORPORATION
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

This Superintendent's Contract of Employment (hereafter "Contract") supplements the basic teaching contract of _____ as Superintendent by the Board of Trustees of the Madison-Grant United School Corporation by consent of the parties in the manner permitted by Indiana Code 20-28-8-6.

1. Parties to this Contract and Definition of Terms

The parties to this Contract are the:

- A. "Superintendent" meaning _____; and
- B. "Board" meaning the Board of School Trustees acting as the governing body of the Madison-Grant United School Corporation.
- C. The term "school year" as used in this Contract means a period beginning on July 1 of one calendar year and concluding on June 30 of the following calendar year.

2. Employment of Superintendent & Terms of Employment

The Board employs the Superintendent and the Superintendent agrees to be employed by the Board as the Chief Executive Officer and Chief School Administrator of the Madison-Grant United School Corporation for an initial period beginning on January 1, 2016, and concluding on June 30, 2019, subject to the terms of this Contract.

The parties agree that the Superintendent shall provide services on two hundred sixty (260) days during each school year. These work days shall be provided in accordance with a schedule of work days established by the Superintendent so as to insure the full and competent performance of the duties established in Paragraph 3 of this Contract. The two hundred sixty (260) work days shall include sick and personal business leave days pursuant to Paragraph 5- B of this Contract and any other paid leave pursuant to Paragraph 5-D of this Contract. The Superintendent shall devote the Superintendent's time, attention, and energy to the business of the District.

3. Duties of the Superintendent

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. The Superintendent shall be responsible to, and shall be subject to, the direct supervision and evaluation of the Board. The Superintendent is also responsible for complying with all directives of the Board which are authorized by official Board action. In addition, the Superintendent shall,

during the term of this Addendum, hold and maintain such state licenses and certifications as may be applicable or required, and shall devote his full working time to the performance of his duties as Superintendent. If the Superintendent desires to engage in outside employment or consulting, then he agrees he will not do so without obtaining prior Board approval.

4. Evaluation of the Superintendent

The Board will review the Superintendent's performance no less than annually each year. The Superintendent will not receive any raise or increment for the following year if his performance is designated as "improvement necessary" or "ineffective".

5. Salary & Benefits

A. Salary

The Superintendent shall be paid a base salary in the amount of one hundred and three thousand dollars (\$103,000.00) for the annual period of July 1st through June 30th. The Superintendent shall be paid in twenty-six (26) equal bi-weekly installments on a schedule fixed for all employees of the Corporation.

B. Paid Sick and Personal Leave

The Superintendent shall have available twelve (12) paid days for personal illness each year. In addition, the Superintendent shall have available three (3) paid days for personal business each school year and may accumulate a maximum of up to five (5) personal business days in any school year. The total unused portion of the annual sick and personal business leave allowance shall be added to prior accumulated sick leave days, up to up to the maximum accumulation of ninety (90) sick days.

C. Transfer of Sick Days from Previous Employer

The Superintendent shall be permitted to transfer a maximum of thirty (30) accumulated and unused sick leave days from his previous employer for the life of this Contract at the rate of ten (10) accumulated and unused sick leave days each school year of this Contract.

D. Vacation Days and Paid Holidays

The Superintendent shall be entitled to fifteen (15) paid vacation days each school year. In addition, the Superintendent shall be entitled to the following paid School Corporation scheduled holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, the day after

Thanksgiving, Christmas Eve, Christmas Day, President's Day, and Good Friday (only if school is not in session).

E. Health, Vision and Dental Insurance Coverage and Contribution

The Superintendent shall be eligible to participate in the School Corporation's health, vision and dental insurance plans. The Board agrees to pay all but one dollar (\$1.00) toward the cost of the premium for the health, vision and dental insurance plans selected by the Superintendent.

F. Term Life Insurance

The Board agrees to provide the Superintendent a term life insurance policy with a face value equal to \$150,000. The Superintendent shall contribute \$1.00 annually toward the cost of the premium for such term life insurance.

G. Short-Term Disability Insurance

The Board agrees to provide the Superintendent with short-term disability insurance. The Board agrees to pay all but \$1.00 annually toward the cost of the premium for such short-term disability insurance. The Superintendent shall contribute \$1.00 annually toward the cost of the short-term disability premium.

H. Section 403(b) Contribution

The Board shall contribute an amount equal to two percent (2%) of the Superintendent's base salary each school year into a Section 403(b) account for the Superintendent. Such contributions shall be credited to the Superintendent's Section 403(b) account in the same manner as for other School Corporation participants.

I. INPRS Employee Contribution

In addition to the other considerations provided to the Superintendent by this Contract, the Board shall make any contribution to the Indiana Public Employee Retirement System that would otherwise be required to be paid by the Superintendent in accordance with his date of hire. All payments to the Superintendent subject to federal income tax and the Superintendent's contribution to the Indiana Public Employee Retirement System shall be included in the Superintendent's salary for purposes of the Indiana Public Employee Retirement System.

J. Cellular Phone

The Superintendent is required and it is essential for the performance of the Superintendent's duties to have a cellular phone. The Board agrees to provide a corporation-owned cellular phone to the Superintendent.

K. Use of Corporation-Owned Vehicle and Mileage Reimbursement

The Superintendent shall be entitled to and must use the Corporation-owned van when available. When the Corporation-owned van is not available, the Superintendent shall be reimbursed for mileage at the rate identified in the collective bargaining agreement between the Board of School Trustees of the Madison-Grant United School Corporation and the Madison-Grant Classroom Teachers Association for business-related travel upon the submission of a properly executed and documented claim.

L. Professional Dues and Conferences

The School Corporation will pay or reimburse the Superintendent for appropriate business and professional expenses in an amount up to four thousand dollars (\$4,000.00) per school year for membership and participation in state and national professional associations and expenses related to the Superintendent's attendance at conferences, courses and other professional development activities that aid in his continued professional growth and the performance of his duties.

M. Other Benefits

The Superintendent shall be entitled to all other benefits provided to teachers pursuant to the terms of the collective bargaining between the Madison-Grant United School Corporation and the Madison-Grant Classroom Teachers Association.

6. Extension and Non-Renewal of this Contract

In place of the Contract non-renewal and extension provisions of Indiana law, specifically Indiana Code 20-28-8-7.5, which would be applicable to this contract the Parties agree that consistent with Indiana Code 20-28-8-7 the Superintendent's contract will expire on the date set forth in this Contract if the Board does not give notice to the Superintendent by January 1 of the year the contract expires.

7. Cancellation of this Contract

The parties agree that the three alternative termination provisions set forth in this paragraph shall be the sole and exclusive means of cancelling the Superintendent of Schools Basic Contract and this Addendum (hereafter collectively referred to as the "Superintendent's Contracts") prior to their expiration date. Any of the following three alternatives (a, b or c) may be utilized by the Board at the Board's sole discretion to

terminate the Superintendent's Contracts before their expiration date:

(a) Termination Option 1--The Board:

- (i) Initiates cancellation for cause for one or more of the statutory reasons for cancellation of a teacher contract contained in IC 20-28-7.5-1(e); and
- (ii) Gives the Superintendent written notice of its intent to cancel the Superintendent's Contract for cause and provides the Superintendent the opportunity to have a hearing before the Board in an official executive session at least ten (10) days before the Board meets in a public meeting to vote on the termination.
- (iii) If the Superintendent requests a hearing with the Board under paragraph (a)(ii) herein, and if the Board subsequently votes in a public meeting to approve the termination of the Superintendent's Contracts, the Board will issue written findings that one or more of the statutory reasons for cancellation of a teacher contract contained in IC 20-28-7.5-1 (e) exist.

(b) Termination Option 2

- (i) The Board may elect to cancel the Superintendent's Contracts without cause by giving not less than a twelve (12) month advance written notice to the Superintendent. If the Board elects to cancel the Superintendent's Contracts without cause pursuant to this provision, no compensation or benefits which accrue subsequent to the twelve (12) month anniversary of the date such written notice is given shall be owed the Superintendent. The School Corporation and the Superintendent may mutually agree to waive or shorten the notice period required for elective Board cancellation under this provision.
- (ii) Upon receiving the Board cancellation notice set forth above, the Superintendent has thirty (30) days to request a conference with the Board. If the Superintendent requests a conference with the Board, such request shall be submitted in writing to the Board President. Upon the Board President's receipt of the Superintendent's request for a conference, the Board shall hold a conference with the Superintendent within ten (10) days unless the parties mutually agree otherwise.
- (iii) If the Board cancels the Superintendent's Contracts pursuant to

this provision, the Superintendent shall submit his resignation as Superintendent and teacher effective on the cancellation date and the Board will accept such resignation at its next regularly scheduled meeting. The Superintendent and the Board will refer to the reason for such resignation as "philosophical differences" or such other description as the Board and Superintendent shall mutually agree.

- (iv) If the Superintendent desires to request that his Superintendent's Contracts be cancelled, the Superintendent must give the Board at least sixty (60) days written notice prior to the effective date when such cancellation would become effective.

(c) Termination Option 3

- (i) 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 an offense listed in Indiana Code 20-28-5-8(c). In the event one of these circumstances would occur, the Board may terminate the Superintendent's Contracts immediately upon providing written notice to the Superintendent. The Superintendent agrees that he waives all statutory and constitutional due process procedures that he would otherwise be entitled to receive by law in the event the Board has to terminate the Superintendent's Contracts pursuant to this provision.

8. Defense and Indemnification for Acts as Superintendent

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 the duties within the scope of his employment as set out in paragraph 3 of this Contract to the fullest extent permitted by law. The provisions of this paragraph exclude criminal conduct or any other conduct that is outside the scope of the Superintendent's duties.

9. Entire Contract of Parties

This Contract contains all the agreed terms of employment of the Superintendent by the Board and will not be modified except in a written document making specific reference to this Contract and the specific provision to be modified. Modifications to this Contract

shall be approved by both parties in the same manner that this Contract was approved.

If required for purposes of compliance with a standard or request of the State Board of Accounts of the State of Indiana, the parties agree that they will execute one or more one- year or multi-year standard teacher contracts to implement the terms of this Contract. The parties further agree that to the extent this Contract is inconsistent with the Superintendent's basic teacher contract it replaces, the terms of this Contract shall control.

10. **Contract as a Public Record**

The parties agree that this Contract is a public record under the Indiana Public Records Law, Indiana Code 5-14-3, and Indiana Code 20-28-6-2 pertaining to teacher contracts generally.

Agreed this ___ day of November, 2015.

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IN WITNESS WHEREOF, we hereunto set our hands and seals this ____ day of November, 2015.

SUPERINTENDENT

BOARD OF SCHOOL TRUSTEES OF THE
MADISON-GRANT UNITED SCHOOL
CORPORATION

_____, Superintendent

Ann Presnall, President

Aaron Caudell, Vice-President

Bruce Stanley, Secretary

Rodney Tobias, Member

Amanda Kelich, Member

Ronald Stewart, Member

Mary Jo Brunt, Member