

**METROPOLITAN SCHOOL DISTRICT OF MARTINSVILLE
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 Metropolitan School District of Martinsville 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

A. The parties to this Contract are the:

1. "Superintendent" meaning _____.; and
2. "Board" meaning the Board of School Trustees acting as the governing body of the Metropolitan School District of Martinsville.

B. Definitions

1. “School Corporation” meaning the Metropolitan School District of Martinsville located in Morgan County, Indiana.
2. 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 Metropolitan School District of Martinsville for an initial period beginning on July 1, 2019, and concluding on June 30, 2022, 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 leave days pursuant to Paragraph 5-C of this

Contract and any other paid leave pursuant to Paragraph 5-E 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. The Superintendent may use his paid leave or vacation days for consulting activities. He shall be entitled to retain any honoraria/fees paid in connection with such activities. If the Superintendent desires to engage in any other 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 evaluation instrument shall be in accordance with the requirements of I.C. 20-28-11.5-1 et seq. The evaluation shall be completed by the Board within sixty (60) days of June 30 of each employment year. The Superintendent shall not receive any raise or increment for the following year if his evaluation is designated as "improvement necessary" or "ineffective".

5. Salary & Benefits

A. Salary

The Superintendent shall be paid an initial annual base salary of One Hundred Thirty-One Thousand Dollars (\$131,000.00), which may be increased in future school years in accordance with the terms of this Contract. The Superintendent will be paid in twenty-six (26) equal bi-weekly installments on a schedule fixed for all employees of the Corporation.

Beginning with the Superintendent's evaluation based on the 2019-2020 school year and each school year thereafter, if the overall rating of the

evaluation for the Superintendent’s evaluation is “highly effective” or “effective,” then the Superintendent will be eligible for the following base salary increases.

Contract Year	No. of Contract Days	Salary
7/1/2019 to 6/30/2020	260	\$131,000
7/1/2020 to 6/30/2021	260	\$133,600
7/1/2021 to 6/30/2022	260	\$136,252

B. Performance Incentive Pay

The Board will review the Superintendent’s performance no less than once each school year. The Superintendent will receive a one-time salary bonus stipend of four thousand five hundred dollars (\$4,500.00) that will not become a part of his base salary for each school year he receives an evaluation rating of Highly Effective or Effective. If in any school year of this contract payment of this one-time salary bonus causes the Board to engage in deficit financing, as defined by Indiana Code, the Superintendent shall receive the regularly scheduled one-time salary bonus stipend of four thousand five hundred dollars (\$4,500.00) for the subsequent school year and fifty percent (50%) of the prior school year’s one-time salary bonus stipend of four thousand five hundred dollars (\$4,500.00) unless the payment of such stipend causes the Board to engage in deficit financing in that school year. The Superintendent shall not be eligible to receive any salary increase or bonus stipend in any school year he receives an evaluation rating of Ineffective or Improvement Necessary.

C. Paid Sick and Personal Leave

1. Sick Leave. The Superintendent shall receive twelve (12) Sick Leave days per school year. The Superintendent may accumulate up to a total of one hundred sixty (160) unused Sick Leave days.
2. Personal Leave. The Superintendent shall be granted three (3) days of Personal Leave per school year without loss of pay. Any unused Personal Leave days at the end of each school year will be added to the Superintendent’s Sick Leave accumulation.

D. Transfer of Sick Leave Days from Previous Employer

The Superintendent shall be entitled to transfer twelve (12) accumulated unused sick leave days each school year of this contract from his previous employer, which shall be included in the maximum accumulation of one hundred sixty (160) days as detailed in paragraph C (1) above. Upon the Superintendent's termination of employment with the School Corporation (for any reason including retirement or resignation) the Superintendent shall not receive compensation for any unused and accumulated sick leave days.

E. Vacation Days and Paid Holidays

The Superintendent will receive twenty (20) days of paid vacation each school year of this contract. Upon the Superintendent's termination of employment with the School Corporation (whether for retirement or any other reason), the Superintendent shall not receive compensation for any unused and accumulated paid vacation days. The Superintendent shall also be entitled to all paid holidays provided to twelve month administrators in the Metropolitan School District of Martinsville.

F. Insurance Coverage and Contribution

The Board shall pay the Superintendent fifteen thousand six hundred seventy-eight (\$15,678.00) as compensation for insurance benefits. The Superintendent, at his election, can use this amount as follows: (i) the funds may be used to fund and pay for the qualified benefits selected under a plan described in section 125 of the Internal Revenue Code (the "Code"), (ii) the funds may be used to make salary reduction contributions (elective deferrals) to an Internal Revenue Code section 403(b) plan, or (iii) the funds may be paid as additional wages to the electing Superintendent.

G. Life Insurance

The Board agrees to provide the Superintendent with a term life insurance policy with a face value of seventy-five thousand dollars (\$75,000), and AD&D. The Board agrees to pay the premium for this life insurance. for the Superintendent.

H. Long-Term Disability Insurance

The Board agrees to provide the Superintendent with a long-term disability

insurance policy. The Superintendent shall contribute \$1.00 annually toward the cost of the premium for such long-term disability insurance.

I. Section 403(b) Contribution

The Board shall contribute an amount equal to three percent (3%) of the Superintendent's base salary into an Internal Revenue Code Section 403(b) plan for each year of employment for the Superintendent. The Superintendent shall be one hundred percent (100%) vested at time the Board makes its annual contribution on behalf of the Superintendent.

J. VEBA Contribution

The Board shall contribute an amount equal to one percent (1%) of the Superintendent's base salary into Internal Revenue Code VEBA plan for each year of employment for the Superintendent. The Superintendent shall be one hundred percent (100%) vested at time the Board makes its annual contribution on behalf of the Superintendent.

K. INPRS Employee Contribution

In addition to the other considerations provided to the Superintendent by this paragraph of this Contract, the Board shall make all the contributions to the Indiana Public Retirement System on behalf of the Superintendent in accordance with his date of hire. The date of hire is when the Superintendent was assigned an INPRS retirement number.

All payments to the Superintendent subject to federal income tax and the Superintendent's contribution to the Indiana Public Retirement System shall be included in the Superintendent's salary for purposes of the Indiana Public Retirement System.

L. Cellular Phone and Internet Device

The Superintendent is required and it is essential for the performance of the Superintendent's duties to have a cell phone and cell phone service with both voicemail and email capacity and an internet data device. The Board agrees to contribute up to one thousand two hundred dollars (\$1,200.00) per school year toward the cost of these devices for the Superintendent.

M. Dues/Membership Fees for Professional Organizations

The Board agrees to pay the cost towards the Superintendent's membership fee for the Indiana Association of Public School Superintendents ("IAPSS") and the Indiana Association of School Business Officials ("IASBO") each school year of this contract.

N. State and National Conferences

The Board agrees to pay all reasonable expenses (which is determined in the sole discretion of the Board) per school year for the Superintendent to attend state and/or national conferences to enhance his professional skills and knowledge, provided the Superintendent receives advance approval from the Board to attend such conference(s).

O. Mileage Reimbursement

The Board agrees to reimburse the Superintendent three thousand five hundred dollars (\$3,500.00) for each school year of this contract for mileage incurred for School Corporation business. This annual stipend will be paid to the Superintendent in twelve (12) equal monthly stipends.

P. Other Benefits

To the extent such benefits are not duplicative of or inconsistent with the benefits provided herein, the Superintendent shall be entitled to all other benefits established by the Board for teachers in the collective bargaining agreement between the Board and the Classroom Teachers Association of the Metropolitan School District of Martinsville.

6. 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 Teacher's Contract and this Contract (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 Contracts 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 would subsequently vote in a public meeting to approve the termination of the Superintendent's Contracts, then 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** –The Board may elect to cancel the Superintendent's Contracts without cause by giving not less than a twelve (12) months advance written notice to the Superintendent. However, no such elective Board cancellation notice under this provision may be given to the Superintendent sooner than six (6) months following the commencement of the term of any newly elected school board member. 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 Board and the Superintendent may mutually agree to waive or shorten the notice period required for elective Board cancellation under this provision.

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, then 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.

If the Board cancels the Superintendent's Contracts pursuant to this provision, then 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.

- (c) **Termination Option 3**--The School Board receives written notice from the Division of Professional Standards that the Superintendent no longer holds a license 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. 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.

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

7. 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.

8. 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.

9. 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.

IN WITNESS WHEREOF, we hereunto set our hands and seals this ____ day _____, 2019.

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Superintendent

Board of School Trustees

Debbie Lipps, President

Michele Baugh, Vice-President

Dave Rinehart, Secretary

Steve Brock, Member

Don Lipps, Member