

Notice of Public Hearing on February 12, 2019

4:00 PM

Loogootee Schools Board Room

201 Brooks Avenue

Loogootee, Indiana 47553

On February 12, 2019 at 4:00 p.m., the Board of School Trustees of the Loogootee Community School Corporation will meet to discuss and hear objections to and support for proposed amendments to the Superintendent's contract. A summary of the proposed contract is as follows:

- Term: July 1, 2018 – June 30, 2021. Contract is automatically extended by twelve (12) months each year after the first year if the Superintendent notifies the Board in writing by September 1 that his performance is to be evaluated, contract extension is considered prior to December 31 of each year, and the Board does not give notice to the Superintendent by December 31 of each calendar year that the contract will not be extended.
- Contracted Days: 260
- Base Salary: Initial base salary is \$105,000.00. Any future base salary increase is at the Board's discretion and is calculated at 2% of the base salary that is in effect at the time the calculation is done. The Superintendent must be evaluated as Effective or Highly Effective.
- Stipends: Superintendent receives the same stipends that are received by the teachers except extra-curricular schedule and/or ancillary duty pay stipends. If stipend amounts to teachers vary, then the Superintendent receives the highest stipend amount paid to a teacher.
- Superintendent's License: Superintendent must maintain his professional license.
- Duties: The Superintendent's duties are summarized.
- Outside activities: Superintendent may engage in short term outside activities with approval of the Board. Any honoraria to be retained by the Superintendent.
- Professional Development: Registration, fees for travel, and subsistence expenses are paid with Board approval.
- Evaluation: The Board will evaluate the Superintendent annually.
- Life Insurance: Board pays the cost of a term life policy with face value of \$120,000. The Board's current premium contribution is \$264.00.
- Vacation Days: 20 days each contract year, which may be increased in the Board's discretion. Unused days may accumulate up to 30 days. Upon separation from employment, Superintendent paid \$70.00 per day for unused vacation days up to 30 days.
- Paid Holidays: New Year's Day, New Year's Eve, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day before and day after Thanksgiving, and Christmas Eve, and Christmas Day.
- Certificated Sick Leave Bank: Superintendent may participate under same terms as other certificated employees.
- Professional Membership Dues: Paid by School Corporation with Board approval.
- Annuities: Board annually contributes 5% of the Superintendent's base salary. Superintendent has immediate vesting in any annuity account and VEBA.
- ISTRF Employee Contribution: The Board makes the Superintendent's 3% contribution to the Indiana State Teacher's Retirement Fund.

- Insurance: The School Corporation pays to the Superintendent as salary the premium equivalent to an HSA Family Health Plan (current amount is \$19022.88), Family Dental Plan (current amount is \$1458.96), and Family Vision Plan (current amount is \$373.92). If Superintendent joins any plan, he pays the full expense.
- HSA: The Superintendent receives the same HSA contribution as other administrators on the family plan. Current annual contribution is \$6000.00.
- Business Expenses: All business expenses paid or reimbursed with board approval. Superintendent may use School Corporation vehicle for business travel.
- Indemnification: The School Corporation will defend, hold harmless and indemnify the Superintendent in legal actions involving incidents in which the Superintendent was legally acting within the scope of employment.
- Termination: May occur by mutual agreement, for cause or upon expiration of contract term.
- Other: Superintendent receives other benefits received by certificated employees.

The complete proposed contract of the Superintendent will be available on the Loogootee Community School Corporation's website and will be presented at the February 12, 2019 public hearing. The Board will vote on the proposed contract at its regular monthly public meeting on February 21, 2019.

**ADDENDUM TO THE TEACHER'S CONTRACT
BETWEEN
Chip Mehaffey
AND THE
BOARD OF SCHOOL TRUSTEES
OF THE
LOGOOTEЕ COMMUNITY SCHOOL CORPORATION
OF MARTIN COUNTY, INDIANA**

This Addendum to the Teacher's Contract, made and entered into this 1st day of July, 2018, between the Board of School Trustees of the Loogootee Community School Corporation of Martin County, Indiana, hereinafter referred to as "DISTRICT" and Chip Mehaffey, hereinafter referred to as "SUPERINTENDENT." The term "school" as used in this Contract shall refer to facilities operated by the Loogootee Community School Corporation. The term "Board" as used in this Contract shall mean the Board of School Trustees of the Loogootee Community School Corporation. The DISTRICT and SUPERINTENDENT for the consideration herein specified agree as follows:

1. TERM

DISTRICT hereby employs, and SUPERINTENDENT hereby accepts employment as Superintendent of Schools for a term commencing July 1, 2018 and ending June 30, 2021, subject to the provisions set forth in paragraph 8 of this Contract.

2. PROFESSIONAL CERTIFICATION and RESPONSIBILITIES

- a. CERTIFICATION. SUPERINTENDENT shall hold a valid Administration and Supervision-Superintendent certificate issued by the state of Indiana or be eligible for a temporary superintendent's license.
- b. DUTIES. SUPERINTENDENT shall have charge of the administration of the schools under the direction of the Board, and shall be the chief executive officer of the DISTRICT; shall direct and assign teachers and other employees of the schools under his staff, including instruction and business affairs, as best serves the DISTRICT, subject to the approval of the Board; shall select all personnel, subject to the approval of the Board; shall from time to time suggest regulations, rules, and procedures deemed necessary for the well ordering of the district, and in general perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Board shall be entitled to require attendance of SUPERINTENDENT at any Board or committee meeting, and SUPERINTENDENT shall have the right to attend and provide administrative recommendations at any Board or committee meeting provided, however, that the Board shall be entitled to exclude the SUPERINTENDENT from any executive session.
- c. OUTSIDE ACTIVITIES. SUPERINTENDENT shall devote his full time, attention, and energy to the business of the DISTRICT. However, SUPERINTENDENT may engage in non-school educational activities that are of a short-term duration with prior approval of the Board. He may choose to use vacation days or personal days to perform outside activities, with honoraria paid the SUPERINTENDENT in connection with these activities to be retained by him.
- d. Superintendent is expected to work as many additional hours/days as needed before school, after school, during extra activities, and as issues arise.

3. PROFESSIONAL DEVELOPMENT

DISTRICT encourages the continuing professional development of SUPERINTENDENT through his participation in the following:

- a. The operations, programs, and other activities conducted or sponsored by local, state, and national administrator and school board associations;
- b. Seminars and courses offered by public or private educational institutions;
- c. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of SUPERINTENDENT to perform his professional responsibilities to DISTRICT; and
- d. Advisory committees to the Indiana Department of Education.

DISTRICT may allow reasonable time for SUPERINTENDENT to attend the described functions and pay such necessary registration, fees for travel, and subsistence expenses, as approved by the Board.

4. EVALUATION OF THE SUPERINTENDENT

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

5. COMPENSATION / SALARY

For the school year beginning July 1, 2018 and ending June 30, 2019 a salary of \$105,000, will be paid for services rendered as Superintendent of Schools of the Loogootee Community School Corporation. Services will be performed for two hundred sixty (260) days this contract year. Payment for services will be made in 26 pay periods beginning with the first payroll after July 1, 2018.

The Board may, in its sole discretion, grant base salary increases to the Superintendent in future contract years. If the Board opts to grant a base salary increase in any future contract year, then such increase will be calculated at 2% of the base salary that is in effect at the time the calculation is done. Future base salary increases will only be granted if the Superintendent has been evaluated by the Board as Effective or Highly Effective.

Beginning with the 2018-2019 contract year and for each contract year thereafter, the Superintendent shall receive all of the same stipends that are received by the teachers except for those stipends that are expressly excluded herein. To the extent the amount of a stipend paid to the teachers varies in amount, then the Superintendent will receive the highest stipend amount paid to a teacher. Any stipend paid to a teacher in connection with the extra-curricular schedule and/or ancillary duty pay are excluded from this provision.

6. VACATION AND OTHER BENEFITS

SUPERINTENDENT shall be entitled to all the fringe benefits applicable to certified school employees as defined in the Master Bargaining Agreement, including but not limited to, benefits and leaves, any other forms of insurance protection, in effect on July 1, 2016, and said fringe benefits for SUPERINTENDENT shall not be decreased during the term of this contract unless by mutual agreement between the SUPERINTENDENT and the Board, with the following exceptions:

- a. DISTRICT shall provide SUPERINTENDENT \$120,000 group term life insurance at standard insurable rates.
- b. DISTRICT shall grant SUPERINTENDENT twenty (20) days' vacation time each contract year. The number of paid vacation days granted to the Superintendent shall never be lower than 20 days per year but may be greater than 20 days per year. Vacation days not used may be carried over to the next year and accrued to a maximum of 30 days. When Superintendent leaves the corporation, accrued vacation days up to 30 days shall be paid at \$70.00 per day. These vacation days shall be in addition to the following-paid holidays: New Year's Day, New Year's Eve, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day before and day after Thanksgiving, and Christmas Eve, and Christmas Day. SUPERINTENDENT is expected to work from Monday through Friday each week, fifty-two (52) weeks (260 days) per contract year. SUPERINTENDENT shall select which work days shall be used for holiday or vacation pay purposes, up to a combined total number of days stated above.
- c. SUPERINTENDENT shall be entitled to participate in the certificated employee sick leave bank.
- d. Upon approval of the Board, DISTRICT shall pay dues for membership of the SUPERINTENDENT in professional educational organizations including but not limited to the Indiana Association of Public School Superintendents and the local Study Council.
- e. Effective July 1, 2018, the Board will contribute 5% of the Superintendent's base salary then in effect annually to the Superintendent's annuity plan.
- f. The Superintendent shall be fully vested in all Corporation contributions at the time the contributions are deposited into the Superintendent's 401(a), 403(b) and VEBA accounts.
- g. In addition to the basic salary provided to the Superintendent, the Board shall also pay the Indiana State Teachers' Retirement Fund (INPRS) an additional three percent (3%) of his salary as the Superintendent's contribution to INPRS.
- h. The School shall pay to the Superintendent as salary the premium equivalent to an HSA Family Health Plan, Family Dental Plan, and Family Vision Plan, in addition to any amount approved by the Board in any contract year for other Administrators employed by the District that would have been contributed to a family Health Savings Account. Superintendent has the option of joining the corporation's health insurance plan(s) at his expense.

7. EXPENSES

- a. DISTRICT shall pay or reimburse SUPERINTENDENT for reasonable expenses approved by DISTRICT and incurred by SUPERINTENDENT in the continuing performance of his duties under this Addendum to Contract. Superintendent may use the school car as available for business related travel or Superintendent may be paid mileage for business related travel as approved by the board.

8. EXTENSION AND NON-RENEWAL OF THIS CONTRACT

The superintendent's contract will be extended by twelve (12) months each year after the first year provided the following conditions are met: 1) Superintendent notifies the Board in writing by September 1 that his performance is to be evaluated and contract extension

considered prior to December 31 of each year, and 2) the Board does not give notice to the Superintendent by December 31 of each calendar year that contract will not be extended.

9. PROFESSIONAL LIABILITY

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 his individual capacity while discharging his responsibilities as an employee of the DISTRICT, provided the incident arose while SUPERINTENDENT was acting within the scope of his employment and as such liability coverage is within the authority of the Board under State law. In any case, individual Board members will not be considered personally liable for indemnifying SUPERINTENDENT against such demands, claims, suits, actions, and legal proceedings. DISTRICT shall not, however, be required to pay SUPERINTENDENT'S attorney fees or any costs of any legal proceedings in the event the DISTRICT and SUPERINTENDENT have adverse interests in such litigation.

10. TERMINATION: This Agreement may be terminated only at the following times and only upon the following conditions:

- a. Mutual Agreement: This Agreement may be terminated on any date upon the written mutual agreement of the Board and the Superintendent, and in that event, neither party shall have any obligations to the other party after the date of termination.
- b. Termination by Board "For Cause:" The Board may terminate this Agreement at any time in accordance with the procedures of applicable law, including Indiana Code 20-28-8 et seq. and Indiana Code 20-28-7.5 et seq., as amended, and for cause or on grounds provided by law. If the Board terminates this Agreement during its Term by process provided in applicable law, all obligations of the Board to make further payments and/or to provide any other compensation or consideration hereunder shall cease upon the date of termination.
- c. Notice of Termination Upon Expiration: This Agreement may be terminated at any time during the Term as provided herein in accordance with applicable law. Further, termination of this Agreement on and effective as of the expiration of the Term stated herein shall be upon notice as provided by law. Applicable law includes Indiana Code 20-28-8 et seq., as amended.

11. MISCELLANEOUS PROVISIONS

- a. Governing Law & Venue: This Agreement is governed by the law of the State of Indiana, and shall be subject to the provisions of any applicable state law concerning the terms and conditions of an employment contract between Indiana public school corporation and a superintendent. The construction and interpretation of this Agreement shall at all times and in all respects be governed by the law of the State of Indiana and any litigation arising as a result of this Agreement shall be brought in Martin County, Indiana. The parties hereby consent to the venue in the Courts of Martin County, Indiana.
- b. Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held by a court or government agency of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this

Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- c. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- d. Entire Agreement: This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof and cannot be modified without the written consent of both parties.

This addendum becomes a part of the contract of Chip Mehaffey for the period from July 1, 2018, through June 30, 2021, and any extensions granted in accordance with paragraph 8 herein, when attached hereto.

IN WITNESS WHEREOF the Superintendent and Employer have executed this agreement this _____ day of _____, 2019.

SCHOOL:
Loogootee Community School Corporation

SUPERINTENDENT

By: _____
Board President

By: _____
Superintendent

By: _____
Board Vice-President

By: _____
Board Secretary

By: _____
Board Member

By: _____
Board Member