Prescribed pursuant to Ind. Code 20-28-6-3 as the regular and uniform contract for the employment of teachers pursuant to Ind. Code 20-28-6-4(b)

This regular teacher contract ("Contract") is by and between the governing body of the M. S. D. OF NORTH POSEY COUNTY ("Corporation") and Amy S Duvall ("Teacher"). Amy S Duvall is a teacher as defined in Ind. Code 20-18-2-22.

In exchange for the Teacher's services described below, the Corporation and the Teacher agree that:

- 1. The Teacher shall teach in the schools of the Corporation for the school term beginning July 25, 2022 and ending on June 30, 2023. Ind. Code 20-28-6-2(a) (3) (A)
- 2. The school term described in paragraph 1 immediately above for services under this Contract consists of 200.00 days. Ind. Code 20-28-6-2(a) (3) (B)
- The number of hours per day the Teacher is expected to work under this Contract is 8.00. Ind. Code 20-28-6-2(a) (3) (E)
- 4. The Corporation shall pay the Teacher for services under this Contract the total salary of \$80,000.00 during the school year. Ind. Code 20-28-6-2(a) (3) (C)
- The Corporation shall pay this amount in 26 installments on a Biweekly basis. Ind. Code 20-28-6-2(a) (3) (D) Ind. Code 20-28-6-5(1)
- 6. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
- 7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this 6th day of October, 2022.

Teacher:
School Corporation by:

President

Attested:

Superintendent

Secretary

Prescribed pursuant to Ind. Code 20-28-6-3 as the regular and uniform contract for the employment of teachers pursuant to Ind. Code 20-28-6-4(b)

This regular teacher contract ("Contract") is by and between the governing body of the M. S. D. OF NORTH POSEY COUNTY ("Corporation") and SEAN R FISHER ("Teacher"). SEAN R FISHER is a teacher as defined in Ind. Code 20-18 -2-22.

In exchange for the Teacher's services described below, the Corporation and the Teacher agree that;

- The Teacher shall teach in the schools of the Corporation for the school term beginning July 25, 2022 and ending on June 30, 2023. Ind. Code 20-28-6-2(a) (3) (A)
- 2. The school term described in paragraph 1 immediately above for services under this Contract consists of 210.00 days. Ind. Code 20-28-6-2(a) (3) (B)
- The number of hours per day the Teacher is expected to work under this Contract is 8.00. Ind. Code 20-28-6-2(a) (3) (E)
- 4. The Corporation shall pay the Teacher for services under this Contract the total salary of \$89,800.00 during the school year. Ind. Code 20-28-6-2(a) (3) (C)
- 5. The Corporation shall pay this amount in **26** installments on a **Biweekly basis**. Ind. Code 20-28-6-2(a) (3) (D) Ind. Code 20-28-6-5(1)
- 6. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
- 7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Teacher:

School Corporation by:

School Corporation by:

President

Attested:

Mild Addi:

Superintendent

Secretary

Prescribed pursuant to Ind. Code 20-28-6-3 as the regular and uniform contract for the employment of teachers pursuant to Ind. Code 20-28-6-4(b)

This regular teacher contract ("Contract") is by and between the governing body of the M. S. D. OF NORTH POSEY COUNTY ("Corporation") and Michael L Galvin ("Teacher"). Michael L Galvin is a teacher as defined in Ind. Code 20-18-2-22.

In exchange for the Teacher's services described below, the Corporation and the Teacher agree that:

- 1. The Teacher shall teach in the schools of the Corporation for the school term beginning **July 01, 2022** and ending on **June 30, 2023**. Ind. Code 20-28-6-2(a) (3) (A)
- 2. The school term described in paragraph 1 immediately above for services under this Contract consists of 240.00 days. Ind. Code 20-28-6-2(a) (3) (B)
- The number of hours per day the Teacher is expected to work under this Contract is 8.00. Ind. Code 20-28-6-2(a) (3) (E)
- The Corporation shall pay the Teacher for services under this Contract the total salary of \$112,000.00 during the school year. Ind. Code 20-28-6-2(a) (3) (C)
- The Corporation shall pay this amount in 26 installments on a Biweekly basis. Ind. Code 20-28-6-2(a) (3) (D) Ind. Code 20-28-6-5(1)
- This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
- 7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Teacher:

Michael Hali

Aresident

Attested:

Superintendent

School Corporation by:

Angle Angle

Angle Angle

Secretary

Secretary

# UNDERSTANDING OF EMPLOYMENT

# ADDENDUM TO EMPLOYMENT CONTRACT

## PREAMBLE:

The Board of Trustees of MSD of North Posey County (hereafter referred to as "Board") asserts that the contractual arrangement between the Board and Michael Galvin (hereinafter referred to as "Superintendent") needs greater clarification and definition than that which is afforded to the Board and the Superintendent through the use of the <u>Regular Teacher's Contract</u> as prescribed by the State Superintendent of Public Instruction, Revised August 2015.

Therefore, further clarification and definition is offered in good faith in this document, <u>Understanding of Employment.</u> This document serves as a contractual understanding and agreement and shall be considered to be an addition to the applicable provisions of the <u>Regular Teacher's Contract</u> between MSD of North Posey County and the Superintendent.

This <u>Understanding of Employment</u> is entered into as of this <u>10th</u> day of <u>August</u>, 2020, between the Board and Michael Galvin, to be named as Superintendent, MSD of North Posey County.

# 1. TERM AND RENEWAL:

MSD of North Posey County hereby employs and designates Michael Galvin as Superintendent of Schools for a period of twenty-eight (28) months beginning March 1, 2021 and continuing until June 30, 2023. The Board and Superintendent desire to enter into a contract that will be extended annually so as to provide a continual or ongoing three (3) year contract. However, the extension is not automatic. The Board will vote July, 2021, and each July thereafter as to whether to extend this contract by one year, so as to provide a three (3) year contract as of July of each year. If the Board does not take action to extend the contract, then the contract will not be extended.

# 2. **DUTIES**:

The Superintendent shall furnish, throughout the life of this <u>Understanding of Employment</u>, a valid and appropriate certificate to serve as Superintendent of Schools in the State of Indiana.

The Board and Superintendent have conducted negotiations before entering into this contract, and both parties mutually agree the job description of Superintendent will change, as both parties agree the structure of central office organization will change during the term of this contract.

# 3. OUTSIDE PROFESSIONAL ACTIVITIES:

Keeping in mind his primary responsibilities, the Superintendent may undertake outside professional activities including, but not limited to, consultative work, speaking engagements, writing, teaching, lecturing, or other professional duties and obligations. The Superintendent shall notify the Board of School Trustees, or, in the event insufficient time exists to convene a meeting, then the Board of School Trustees President, as to any activity he seeks to pursue and he may proceed with that activity subject to any conditions the Board of School Trustees or the President may set. It is the intent of the parties to this Agreement that the pursuit of activities of a minor nature not be impeded but that major activities such as long-term consulting be accomplished under mutually satisfactory conditions or that it not be pursued.

## 4. **EVALUATION**:

The Superintendent shall have his performance evaluated on a regular schedule. The primary purpose of the evaluation is to effect improvements, where needed, in the management and administrative leadership of the school corporation and to advise the Superintendent as to his past performance.

## 5. EXPENSES:

All reasonable expenses of the Superintendent incurred in the performance of this professional relationship for the school corporation shall be paid by the school corporation according to the regulations stipulated by the State of Indiana.

The Superintendent may attend appropriate professional meetings at the local, regional, state and national levels visit other school corporations and engage in other professional activities that are related to the role of Superintendent. All reasonable expenses incurred in such attendance and participation shall be paid by the school corporation according to the regulations stipulated by the State of Indiana.

The school corporation shall reimburse the Superintendent for mileage, at the rate applicable for other corporation employees at the time, in the event he must use his personal vehicle for approved corporation business.

## 6. STIPENDS AND PAY INCREASES:

- **A.** Each year of the contract the Superintendent will be awarded a \$500.00 stipend if at least an effective rating is received on his evaluation. Payment will be awarded in July of each year, starting July, 2021.
- **B.** Each year of the contract the Superintendent will be awarded a \$2,000.00 base pay increase if at least an effective rating is received on his

evaluation. This will be awarded in the same manner and time as the teachers increase. In the event teachers do not receive a reoccurring increase in base pay, the superintendent will not either.

- **C.** The Superintendent will receive a \$3,000.00 stipend payment within sixty (60) days upon both obtaining his superintendents license and completing his doctorate program. This stipend will be paid only once and is an applicable and effective provision of this contract only if not paid by the Board under the prior Interim Associate Superintendent contract.
- **D.** The Superintendent will receive a onetime stipend payment of \$4,500.00 if and when he moves into and resides in the school district. This stipend will be paid only once and is an applicable and effective provision of this contract only if not paid by the Board under the prior Interim Associate Superintendent contract.

# 7. PAID LEAVES:

# A. Vacation

The Superintendent shall be granted fifteen (15) days of vacation each year with full pay. The Superintendent must notify a Board member whenever he intends to be absent from the corporation for three (3) or more days.

## B. Other Paid Leaves

All annual leave, bereavement leave, and other leave provided in the teachers master contract will be available to the Superintendent. The Superintendent shall be afforded all other leaves that are normally and routinely given to other employees, such as but not limited to: jury duty leave, court leave, and disability leave.

## C. Unused Leave Days

All the Superintendent's unused leave days from prior employment with other school districts will rollover to MSD of North Posey County at a maximum rate of Thirty-three (33) days per school year, with a maximum rollover of One Hundred (100) accumulated leave days from other school districts.

## D. Holidays

The Superintendent shall be granted the following holidays with full pay:

New Year's Day, Memorial Day, Independence Day, Labor Day, Day following Thanksgiving, Thanksgiving Day, Christmas Eve,

Christmas Day, New Year's Eve, President's Day (provided it is not being used as a school make-up day).

If any of the holidays fall on a Saturday or Sunday, they will be afforded as per Board Policy or Administrative Directive.

## 8. INSURANCE:

## A. Medical

The Superintendent shall be afforded medical insurance (Family or Single Plan) by a medical insurance program of the school corporation effective the first day of employment. The contribution paid by the school corporation shall be One Hundred Percent (100%) of the cost of the plan less One Dollar (\$1.00).

# B. Life

The School Corporation shall maintain a term life insurance protection policy on the life of the Superintendent payable to the beneficiaries as designated by the Superintendent.

The Corporation shall contribute One Hundred Percent (100%) of the premium.

The face value of that policy shall be no less than One Hundred and Seventy-five Dollars (\$175,000.00).

# C. Income Protection

The corporation shall contribute One Hundred Percent (100%) toward the premium for an income protection plan for the Superintendent as provided by the corporation's master policy for income protection.

# 9. BENEFITS:

## A. Annuity

The Superintendent will not receive the matching annuity under the teacher contract. In lieu of, the Superintendent will be paid Two Thousand Five Hundred Dollars (\$2,500.00) annually by equal installments corresponding to when teacher's matching annuity payments are paid.

# B. HSA

If the Superintendent chooses a high deductible medical insurance plan he will automatically be eligible for any HSA contributions made by the corporation.

## C. Institute Membership

The Board agrees to maintain membership in the Indiana Association of Public School Superintendents with Superintendent as the designed member as long as this contract remains in effect. The Board agrees to maintain membership in the Indiana Association of School Business Officials with the Superintendent and others designated as members as long as this contract remains in effect.

# D. Cell Phone

The Board shall pay the Superintendent Six Hundred Dollars (\$600.00) per year as an allowance for a cell phone, and to be consistent with Board policy for other administrators.

## E. Automobile Allowance

- 1. The Board shall pay the Superintendent Two Hundred Dollars (\$200.00) per month as a vehicle allowance. The Superintendent shall own the automobile and maintain, insure, and provide all gas for the automobile. The only obligation of the Board as to an automobile is to pay the Two Hundred Dollar (\$200.00) per month allowance and the reimbursement of paragraph E. 2. below.
- 2. The Board shall reimburse the Superintendent for up to five hundred (500) miles per month for business travel within the corporation at the current corporation reimbursement rate. The Superintendent shall keep records as necessary to comply with the Internal Revenue Service and State Board of Accounts requirements.

# 10. RETIREMENT:

The corporation shall pay the Superintendent's contribution of 3% to the teacher's retirement fund.

## 11. <u>SECTION 125 BENEFITS:</u>

The benefits provided by Section 125 of the Revenue Act of 1978 as participated in by the school corporation shall be available to the Superintendent.

# 12. LEGAL DEFENSE:

The Board shall provide legal defense to the Superintendent for all civil legal actions, or the threat of, arising from the good faith performance of his duties as Superintendent of Schools.

# 13. **REASSIGNMENT:**

During the term of this agreement the Superintendent may be reassigned in the event of mental and physical impairment and only where the best interests of the school corporation so dictate.

# 14. **RESIGNATION:**

In the event the Superintendent wishes to resign his position, a release from the <u>Understanding of Employment</u> can be effected by mutual agreement between the Superintendent and the Board.

If the Superintendent resigns during the term of this contact without a written notification to the Board one hundred twenty (120) days in advance of July 1<sup>st</sup>, the Superintendent will forfeit and repay the stipend payments that were awarded and paid during the year of resignation. Also, the annuity pay will be prorated to the number of days the superintendent worked during the contract year.

# 15. **TERMINATION:**

Termination of the contract shall be in accord with I.C. 20-6.1-4-19.

## 16. ADDITION AND/OR MODIFICATION:

The <u>Regular Teacher Contract</u> with this <u>Understanding Of Employment</u> together are to be the exclusive agreement of the parties, and shall not be amended except by mutual written consent.

This contract is executed this day of day of Michael Galvin, Interim Associate Superintendent	<u>Angust</u> , 2020.
	MSD of North Posey County
	By:
	Geoffrey A. Gentil, President
	Gregory U. Schmitt, Vice President
	Amy J. Will, Secretary
	Vincent F. Oakley, Member
	Brett A. Stock, Member

Prescribed pursuant to Ind. Code 20-28-6-3 as the regular and uniform contract for the employment of teachers pursuant to Ind. Code 20-28-6-4(b)

This regular teacher contract ("Contract") is by and between the governing body of the M. S. D. OF NORTH POSEY COUNTY ("Corporation") and STEVEN MICHAEL KAVANAUGH ("Teacher"). STEVEN MICHAEL KAVANAUGH is a teacher as defined in Ind. Code 20-18-2-22.

In exchange for the Teacher's services described below, the Corporation and the Teacher agree that:

- 1. The Teacher shall teach in the schools of the Corporation for the school term beginning July 25, 2022 and ending on June 30, 2023. Ind. Code 20-28-6-2(a) (3) (A)
- 2. The school term described in paragraph 1 immediately above for services under this Contract consists of 200.00 days. Ind. Code 20-28-6-2(a) (3) (B)
- The number of hours per day the Teacher is expected to work under this Contract is 8.00. Ind. Code 20-28-6-2(a) (3) (E)
- 4. The Corporation shall pay the Teacher for services under this Contract the total salary of \$91,257.60 during the school year. Ind. Code 20-28-6-2(a) (3) (C)
- The Corporation shall pay this amount in 26 installments on a Biweekly basis. Ind. Code 20-28-6-2(a) (3) (D) Ind. Code 20-28-6-5(1)
- 6. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
- 7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this 6th day of October, 2022.

Teacher:

School Corporation by:

President

Attested:

Superintendent

Secretary

Prescribed pursuant to Ind. Code 20-28-6-3 as the regular and uniform contract for the employment of teachers pursuant to Ind. Code 20-28-6-4(b)

This regular teacher contract ("Contract") is by and between the governing body of the M. S. D. OF NORTH POSEY COUNTY ("Corporation") and ERIN LEIGH KOESTER ("Teacher"). ERIN LEIGH KOESTER is a teacher as defined in Ind. Code 20-18-2-22.

In exchange for the Teacher's services described below, the Corporation and the Teacher agree that:

- 1. The Teacher shall teach in the schools of the Corporation for the school term beginning July 25, 2022 and ending on June 30, 2023. Ind. Code 20-28-6-2(a) (3) (A)
- 2. The school term described in paragraph 1 immediately above for services under this Contract consists of 200.00 days. Ind. Code 20-28-6-2(a) (3) (B)
- The number of hours per day the Teacher is expected to work under this Contract is 8.00.
   Ind. Code 20-28-6-2(a) (3) (E)
- 4. The Corporation shall pay the Teacher for services under this Contract the total salary of \$84,500.00 during the school year. Ind. Code 20-28-6-2(a) (3) (C)
- The Corporation shall pay this amount in 26 installments on a Biweekly basis. Ind. Code 20-28-6-2(a) (3) (D) Ind. Code 20-28-6-5(1)
- 6. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
- 7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Prescribed pursuant to Ind. Code 20-28-6-3 as the regular and uniform contract for the employment of teachers pursuant to Ind. Code 20-28-6-4(b)

This regular teacher contract ("Contract") is by and between the governing body of the M. S. D. OF NORTH POSEY COUNTY ("Corporation") and SHANNON M MACMUNN ("Teacher"). SHANNON M MACMUNN is a teacher as defined in Ind. Code 20-18-2-22.

In exchange for the Teacher's services described below, the Corporation and the Teacher agree that:

- 1. The Teacher shall teach in the schools of the Corporation for the school term beginning July 25, 2022 and ending on June 30, 2023. Ind. Code 20-28-6-2(a) (3) (A)
- 2. The school term described in paragraph 1 immediately above for services under this Contract consists of 200.00 days. Ind. Code 20-28-6-2(a) (3) (B)
- 3. The number of hours per day the Teacher is expected to work under this Contract is 8.00. Ind. Code 20-28-6-2(a) (3) (E)
- The Corporation shall pay the Teacher for services under this Contract the total salary of \$85,300.00 during the school year. Ind. Code 20-28-6-2(a) (3) (C)
- The Corporation shall pay this amount in 26 installments on a Biweekly basis. Ind. Code 20-28-6-2(a) (3) (D) Ind. Code 20-28-6-5(1)
- 6. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
- 7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Prescribed pursuant to Ind. Code 20-28-6-3 as the regular and uniform contract for the employment of teachers pursuant to Ind. Code 20-28-6-4(b)

This regular teacher contract ("Contract") is by and between the governing body of the M. S. D. OF NORTH POSEY COUNTY ("Corporation") and Elise C Murray ("Teacher"). Elise C Murray is a teacher as defined in Ind. Code 20-18-2-22.

In exchange for the Teacher's services described below, the Corporation and the Teacher agree that:

- 1. The Teacher shall teach in the schools of the Corporation for the school term beginning July 01, 2022 and ending on June 30, 2023. Ind. Code 20-28-6-2(a) (3) (A)
- 2. The school term described in paragraph 1 immediately above for services under this Contract consists of 240.00 days. Ind. Code 20-28-6-2(a) (3) (B)
- 3. The number of hours per day the Teacher is expected to work under this Contract is **8.00**. Ind. Code 20-28-6-2(a) (3) (E)
- The Corporation shall pay the Teacher for services under this Contract the total salary of \$84,000.00 during the school year. Ind. Code 20-28-6-2(a) (3) (C)
- The Corporation shall pay this amount in 26 installments on a Biweekly basis. Ind. Code 20-28-6-2(a) (3) (D) Ind. Code 20-28-6-5(1)
- 6. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
- 7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this 6th day of October, 2022.

Teacher: School Corporation by:

President

Attested:

Superintendent Secretary

Prescribed pursuant to Ind. Code 20-28-6-3 as the regular and uniform contract for the employment of teachers pursuant to Ind. Code 20-28-6-4(b)

This regular teacher contract ("Contract") is by and between the governing body of the M. S. D. OF NORTH POSEY COUNTY ("Corporation") and Waylon A Schenk ("Teacher"). Waylon A Schenk is a teacher as defined in Ind. Code 20-18-2-22.

In exchange for the Teacher's services described below, the Corporation and the Teacher agree that;

- 1. The Teacher shall teach in the schools of the Corporation for the school term beginning July 01, 2022 and ending on June 30, 2023. Ind. Code 20-28-6-2(a) (3) (A)
- 2. The school term described in paragraph 1 immediately above for services under this Contract consists of 220.00 days. Ind. Code 20-28-6-2(a) (3) (B)
- The number of hours per day the Teacher is expected to work under this Contract is 8.00. Ind. Code 20-28-6-2(a) (3) (E)
- 4. The Corporation shall pay the Teacher for services under this Contract the total salary of \$71,300.00 during the school year. Ind. Code 20-28-6-2(a) (3) (C)
- The Corporation shall pay this amount in 26 installments on a Biweekly basis. Ind. Code 20-28-6-2(a) (3) (D) Ind. Code 20-28-6-5(1)
- 6. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
- 7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this 6th day of October, 2022.	
Teacher:	School Corporation by:
465/6	Soothy a Sent of
	President
Attested:	
Miled L Seli	-Amy will
Superintendent	Secretary

Prescribed pursuant to Ind. Code 20-28-6-3 as the regular and uniform contract for the employment of teachers pursuant to Ind. Code 20-28-6-4(b)

This regular teacher contract ("Contract") is by and between the governing body of the M. S. D. OF NORTH POSEY COUNTY ("Corporation") and Michelle S Walden ("Teacher"). Michelle S Walden is a teacher as defined in Ind. Code 20-18-2-22.

In exchange for the Teacher's services described below, the Corporation and the Teacher agree that:

- 1. The Teacher shall teach in the schools of the Corporation for the school term beginning July 01, 2022 and ending on June 30, 2023. Ind. Code 20-28-6-2(a) (3) (A)
- 2. The school term described in paragraph 1 immediately above for services under this Contract consists of **240.00** days. Ind. Code 20-28-6-2(a) (3) (B)
- The number of hours per day the Teacher is expected to work under this Contract is 8.00. Ind. Code 20-28-6-2(a) (3) (E)
- The Corporation shall pay the Teacher for services under this Contract the total salary of \$101,000.00 during the school year. Ind. Code 20-28-6-2(a) (3) (C)
- The Corporation shall pay this amount in 26 installments on a Biweekly basis. Ind. Code 20-28-6-2(a) (3) (D) Ind. Code 20-28-6-5(1)
- 6. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
- 7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Teacher:

School Corporation by:

Superintendent

School Corporation by:

Secretary

# UNDERSTANDING OF EMPLOYMENT ADDENDUM TO EMPLOYMENT CONTRACT

## PREAMBLE:

The Board of Trustees of MSD of North Posey County (hereafter referred to as "Board") asserts that the contractual arrangement between the Board and Michelle Walden (hereafter referred to as "Assistant Superintendent") needs greater clarification and definition than that which is afforded to the Board and the Assistant Superintendent through the use of the Regular Teacher's Contract as prescribed by the State Superintendent of Public Instruction, Revised August 2015.

Therefore, further clarification and definition is offered in good faith in her document, <u>Understanding of Employment</u>. Her document serves as a contractual understanding and agreement and shall be considered to be an addition to the applicable provisions of the <u>Regular Teacher's Contract</u> between MSD of North Posey County and the Assistant Superintendent.

Her <u>Understanding of Employment</u> is entered into as of the 1<sup>st</sup> day of July 2021, between the Board and Michelle Walden, to be named as Assistant Superintendent, MSD of North Posey County.

## 1. TERM AND RENEWAL:

MSD of North Posey County hereby employs and designates Michelle Walden as Assistant Superintendent of Schools for a period of twenty-four (24) months beginning July 1, 2021 and continuing until June 30, 2023. The Board and Assistant Superintendent desire to enter into a contract that will be extended annually so as to provide a continual or ongoing two (2) year contract. However, the extension is not automatic. The Board will vote July, 2022, and each July hereafter as to whether to extend her contract by one year, so as to provide a two (2) year contract as of July of each year. If the Board does not take action to extend the contract, then the contract will not be extended.

## 2. DUTIES:

The Assistant Superintendent shall furnish, throughout the life of her <u>Understanding</u> of <u>Employment</u>, a valid and appropriate certificate to serve as Assistant Superintendent of Schools in the State of Indiana.

The Board and Assistant Superintendent have conducted negotiations before entering into her contract, and both parties mutually agree the job description of Assistant Superintendent will change, as both parties agree the structure of central office organization will change during the term of her contract.

# 3. OUTSIDE PROFESSIONAL ACTIVITIES:

Keeping in mind her primary responsibilities, the Assistant Superintendent may undertake outside professional activities including, but not limited to, consultative work, speaking engagements, writing, teaching, lecturing, or other professional duties and obligations. The Assistant Superintendent shall notify the Superintendent as to any activity she seeks to pursue and she may proceed with that activity subject to any conditions the Superintendent may set. It is the intent of the parties to this Agreement that the pursuit of activities of a minor nature not be impeded but that major activities such as long-term consulting be accomplished under mutually satisfactory conditions or that is not be pursued.

# 4. EVALUATION:

The Assistant Superintendent shall have her performance evaluated on a regular schedule. The primary purpose of the evaluation is to effect improvements, where needed, in the management and administrative leadership of the school corporation and to advise the Assistant Superintendent as to her past performance.

## 5. EXPENSES:

All reasonable expenses of the Assistant Superintendent incurred in the performance of her professional relationship for the school corporation shall be paid by the school corporation according to the regulations stipulated by the State of Indiana.

The Assistant Superintendent may attend appropriate professional meetings at the local, regional, state and national levels visit other school corporations and engage in other professional activities that are related to the role of Assistant Superintendent. All reasonable expenses incurred in such attendance and participation shall be paid by the school corporation according to the regulations stipulated by the State of Indiana.

The school corporation shall reimburse the Assistant Superintendent for mileage, at the rate applicable for other corporation employees at the time, in the event he must use her personal vehicle for approved corporation business.

# 6. STIPENDS AND PAY INCREASES:

A. Each year of the contract the Assistant Superintendent will receive stipends and/or increases in base pay equal with other administrators within the District if at least an effective rating is received on her evaluation. Her increase in compensation will be awarded in the same manner and time as the teachers' increase. In the event teachers do not receive a reoccurring increase in base pay, the Assistant Superintendent will not either.

C. The Assistant Superintendent will receive a \$2500 stipend payment within sixty (60) days upon completing her doctorate program. Her stipend will be paid only once.

**D.** The Assistant Superintendent will receive a onetime stipend payment of \$4,000.00 if and when she moves into and resides in the school district. Her stipend will be paid only once based upon submittal of receipts for \$4000 of moving expenses.

## 7. PAID LEAVES:

# A. Vacation

The Assistant Superintendent shall be granted fifteen (15) days of vacation each year with full pay. The Assistant Superintendent must notify the Superintendent whenever she intends to be absent from the corporation for three (3) or more days.

## **B.** Oher Paid Leaves

All annual leave, bereavement leave, and other leave provided in the teachers' master contract will be available to the Assistant Superintendent. The Assistant Superintendent shall be afforded all other leaves that are normally and routinely given to other employees, such as but not limited to: jury duty leave, court leave, and disability leave.

## C. Unused Leave Days

All the Assistant Superintendent's unused leave days from prior employment with other school districts will rollover to MSD of North Posey County at a maximum rate of Thirty-three (33) days per school year, with a maximum rollover of One Hundred (100) accumulated leave days from other school districts.

#### D. Holidays

The Assistant Superintendent shall be granted the following holidays with full pay:

New Year's Day, Memorial Day, Independence Day, Labor Day, the Day following Thanksgiving, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, President's Day (provided it is not being used as a school make-up day).

If any of the holidays fall on a Saturday or Sunday, they will be afforded as per Board Policy or Administrative Directive.

## 8. INSURANCE:

### A. Medical

The Assistant Superintendent shall be afforded medical insurance (Family or Single Plan) by a medical insurance program of the school corporation effective the first day of employment. The contribution paid by the school corporation shall be equal to the amount afforded other administrators within the District.

### B. Life

The School Corporation shall maintain a term life insurance protection policy on the life of the Assistant Superintendent payable to the beneficiaries as designated by the Assistant Superintendent.

The Corporation shall contribute One Hundred Percent (100%) of the premium.

The face value of that policy shall be no less than One Hundred and Seventy-five Dollars (\$175,000.00).

# C. Income Protection

The corporation shall contribute One Hundred Percent (100%) toward the premium for an income protection plan for the Assistant Superintendent as provided by the corporation's master policy for income protection.

# 9. BENEFITS:

## A. Annuity

The Assistant Superintendent will receive the matching annuity under the teacher contract. The Assistant Superintendent will be paid corresponding to when teacher's matching annuity payments are paid.

# B. HSA

If the Assistant Superintendent chooses a high deductible medical insurance plan she will automatically be eligible for any HSA contributions made by the corporation.

# C. Institute Membership

The Board agrees to maintain membership in the Indiana Association of Public School Superintendents with Assistant Superintendent as the designed member as long as her contract remains in effect. The Board agrees to maintain membership in the Indiana Association of School Business Officials with the Assistant Superintendent and others designated as members as long as her contract remains in effect.

## D. Cell Phone

The Board shall pay the Assistant Superintendent Six Hundred Dollars (\$600.00) per year as an allowance for a cell phone, and to be consistent with Board policy for other administrators.

## 10. RETIREMENT:

The corporation shall pay the Assistant Superintendent's contribution of 3% to the teacher's retirement fund.

## 11. SECTION 125 BENEFITS:

The benefits provided by Section 125 of the Revenue Act of 1978 as participated in by the school corporation shall be available to the Assistant Superintendent.

## 12. LEGAL DEFENSE:

The Board shall provide legal defense to the Assistant Superintendent for all civil legal actions, or the threat of, arising from the good faith performance of her duties as Assistant Superintendent of Schools.

## 13. REASSIGNMENT:

During the term of her agreement the Assistant Superintendent may be reassigned in the event of mental and physical impairment and only where the best interests of the school corporation so dictate.

## 14. RESIGNATION:

In the event the Assistant Superintendent wishes to resign her position, a release from the <u>Understanding of Employment</u> can be effected by mutual agreement between the Assistant Superintendent and the Board.

If the Assistant Superintendent resigns during the term of her contact without a written notification to the Board one hundred twenty (120) days in advance of July 1<sup>st</sup>, the Assistant Superintendent will forfeit and repay the stipend payments that were awarded and paid during the year of resignation. Also, the annuity pay will be prorated to the number of days the Assistant Superintendent worked during the contract year.

## 15. TERMINATION:

Termination of the contract shall be in accord with I.C. 20-6.1-4-19.

## 16. ADDITION AND/OR MODIFICATION:

The <u>Regular Teacher Contract</u> with her <u>Understanding Of Employment</u> together are to be the exclusive agreement of the parties, and shall not be amended except by mutual written consent.

This contract is executed the 14th day of June 2021.

Michelle Walden, Assistant Superintendent

MSD of North Posey County

By:

Geoffrey A Gentil, President

Gregory U. Schmitt, Vice President

Amy J. Will, Secretary

Vincent F. Oakley, Member

Larry Kahle, Member