

UNDERSTANDING OF EMPLOYMENT
ADDENDUM TO REGULAR TEACHER'S CONTRACT

PREAMBLE:

The Board of Education of the Metropolitan School District of North Posey County ("the Board" and "the District") and Todd Slagle, Superintendent of Schools ("Superintendent"), in order to more clearly define the employment relationship between the Board and the Superintendent, agree to this contract addendum to the basic contract set forth on the Teacher Regular Contract Form, and which provides for the following:

1. TERM AND RENEWAL:

MSD of North Posey County hereby employs and designates Todd Slagle as Superintendent of Schools for a period of thirty-six (36) months beginning March 4, 2024, and continuing until March 1, 2027. This term shall automatically extend to June 30, 2027, unless written notice, including notice by electronic mail, is provided by the Board President no later than June 30, 2024, notifying the Superintendent that the automatic renewal will take effect.

2. DUTIES:

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

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 District 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 District shall be paid by the District in accordance with applicable laws.

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 District in accordance with applicable laws.

The District shall reimburse the Superintendent for mileage, at the rate applicable for other District employees at the time, in the event he must use his personal vehicle for approved District 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, 2024.

B. Beginning July 1, 2025, and continuing each July 1 thereafter, if the overall rating of the evaluation for the Superintendent's evaluation is "highly effective" or "effective" for the prior contract period, then the Superintendent will be eligible for a base salary increase equal to base salary increases of teachers. The calculation to determine the increase will be communicated by the Board President to the Superintendent following conclusion of collective bargaining with the teachers, and the calculation will be applied beginning with the preceding July 1.

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 District 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 corporations 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 receive \$1,500 per month pursuant to a Section 125 plan with a salary deferral arrangement. The Superintendent, at his election, can use this amount as follows: (i) he can elect to have the funds contributed towards qualified health insurance plan benefits under the District's employer health insurance plan that qualifies under a plan described in section 125 of the Internal Revenue Code (the "Code") or (ii) the funds may be paid as additional wages to the electing Superintendent.

B. Life

The District 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 One Hundred and Seventy-five Dollars (\$175,000.00).

C. Income Protection

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

9. BENEFITS:

A. Annuity

The Superintendent will not receive the matching annuity under the teacher collective bargaining agreement but instead receive as an employer contribution into a 403(b) plan an amount equal to the employee's contributions, not to exceed 3% of the Superintendent's base salary.

All payments to the Superintendent subject to federal employment tax, FICA, and the Superintendent's contribution to the Indiana State Teachers Retirement Fund shall be included in the Superintendent's salary for purposes of the Indiana State Teachers' Retirement Fund.

B. HSA

If the Superintendent elects to enroll in a District high deductible medical insurance plan, he will be eligible for an annual HSA contribution made by the District of \$1,500 if enrolled in a family plan or \$750 for enrollment in non-family plan.

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. Reimbursement for February 2024 will be included in the first payment.

10. RETIREMENT:

The District shall pay the 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 District shall be available to the Superintendent unless otherwise modified by this agreement.

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. RESIGNATION:

If the Superintendent resigns during the term of this contract without a written notification to the Board one hundred twenty (120) days in advance of July 1st, the Superintendent will forfeit and repay the stipend payments that were awarded and paid during the year of resignation. Also, in the event the Superintendent resigns, the Superintendent's annuity payment, as set forth above, will be prorated to the number of days the Superintendent's employment during the contract year that the resignation becomes effective.

15. TERMINATION:

Termination of the contract shall be in accord with I.C. 20-28-8-7.

16. ADDITION AND/OR MODIFICATION:


The Regular Teacher Contract with this Understanding Of Employment 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 21st day of February, 2024.

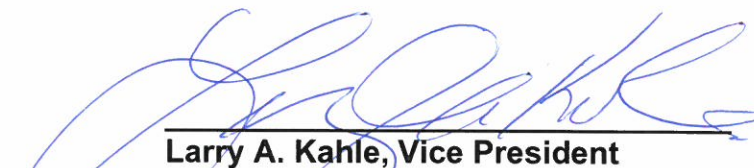
**Board of Education, Metropolitan
School District of North Posey County**



Todd Slagle, Superintendent



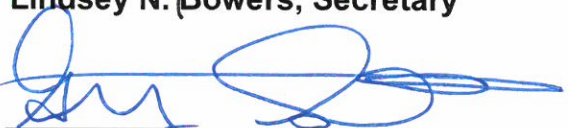
Vincent F. Oakley, President



Larry A. Kahle, Vice President



Lindsey N. Bowers, Secretary



Gregory U. Schmitt, Member

4704582