

MOORESVILLE CONSOLIDATED SCHOOL CORPORATION
EDUCATION CENTER

11 W. CARLISLE STREET, MOORESVILLE, INDIANA 46158
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Public Announcement

November 3, 2023

The Board of Trustees of the Mooresville Consolidated School Corporation will meet on November 7, 2023, at 6:30p.m. to hold the swearing in for the newest school police officer, appointment a representative to the Mooresville Public Library Board of Trustees, and, in accordance with Indiana Code 20-26-5-4-3, to hold a hearing for the proposed superintendent contract.

The meeting will be held at the Mooresville Schools Education Center, 11 W. Carlisle St., Mooresville, IN 46158

OUR KIDS – OUR FUTURE

REGULAR TEACHER CONTRACT

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 **MOORESVILLE CONSOLIDATED SCHOOL CORPORATION** ("Corporation") and [REDACTED] ("Teacher"). [REDACTED] is a teacher as defined in Ind. Code 20-18-2-22.

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

1. The Teacher shall teach in the schools of the Corporation for the school term, beginning **JANUARY 1, 2024**, and ending on **December 31, 2026**. 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 **780** days. Ind. Code 20-28-6-2(a)(3)(B)
3. Unless governed by an existing collective bargaining agreement, or as discussed pursuant to Ind. Code 20-29-6-7, 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 **\$180,000.00**. Ind. Code 20-28-6-2(a)(3)(c)
5. The Corporation shall pay this amount in 26 installments on a BI-WEEKLY basis. Ind. Code 20-28-6(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 20-28-7.5I(e) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2(a) 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 ____ day of _____, 2023.

School Corporation by:

Attested:

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SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This contract (hereafter the "Contract") alters the basic teacher contract for the employment of [REDACTED] as Superintendent (hereafter the "Superintendent") by the Board of School Trustees of the Mooresville Consolidated School Corporation (hereafter the "Board") by consent of the parties in the manner permitted by Indiana law.

1. Employment of Superintendent and Term of Employment.

The Board agrees to employ the Superintendent and the Superintendent agrees to be employed by the Board as the Chief Executive Officer of the Mooresville Consolidated School Corporation for an initial period beginning on January 1, 2024 and concluding on December 31, 2026 subject to the terms of this Contract.

The parties agree that the term of this Contract shall automatically be extended one (1) school year on January 1, 2025, and then each successive January 1 thereafter, unless a party gives the other written notice on or before the preceding June 30th that the party does not agree to the automatic extension of this Contract. The parties agree this shall result in a continuous three (3) year Contract, unless one party provides timely written notice to the other as provided herein. The parties acknowledge that the Contract term and any extension thereof shall be subject to early cancellation pursuant to the provisions of Paragraph 4, Contract Cancellation.

The parties agree that the Superintendent shall provide services or perform his duties two hundred sixty (260) days during each school year/Contract year. For purposes of this Contract, a "school year" or "Contract year" shall be defined as a period beginning on January 1 of the calendar year and concluding on December 31 of the calendar year. The Superintendent's two hundred sixty (260) work days shall include vacation days, sick leave days, and any other leave granted pursuant to this Contract and the School Corporation's policies for Administrators. The Board will review the Superintendent's performance at least once each school year.

2. **Duties of the Superintendent.**

The parties agree that the duties of the position of Superintendent to be performed pursuant to this Contract are set forth in a job description for the position which is defined by Board policy. The parties agree that the Indiana School Boards Association Code of Ethics is incorporated into this Contract by reference. The Superintendent agrees that at all times while he is employed pursuant to this Contract he will fully meet the minimum qualifications for the position of Superintendent and will maintain a Superintendent license from the State of Indiana.

3. **Salary and Benefits.**

As consideration for the performance of the duties and meeting the qualifications established by this Contract, the Board agrees that the Superintendent shall receive the following:

a. **Base Salary.**

The Superintendent shall be paid an initial annual base salary of One Hundred Eighty Thousand Dollars (\$180,000.00) for each school year of employment pursuant to this Contract unless otherwise modified in accordance with the terms of this Contract.

Except as other provided herein, if the Superintendent is evaluated as highly effective or effective and achieves the annual performance objectives established by the Board for the Contract year, then the Superintendent will receive a base salary increase that is equivalent to the highest base salary increase received by a teacher employed by the School Corporation (either in percentage or flat dollar, whichever is applicable) during the applicable Contract year.

Also, if the teachers employed by the School Corporation receive a one-time stipend during any Contract year, then the Superintendent will receive a one-time stipend that is equivalent to the highest one-time stipend amount paid to a teacher during the applicable Contract year. Any onetime stipend awarded to the Superintendent during the term of this Contract under this provision will be paid in the form of a lump sum payment that will not become part of the Superintendent's annual base salary.

b. **Vacation Leave Days.**

In each school year of the 260 contracted days, the Superintendent shall be granted 20 paid vacation leave days. Unused vacation leave days will be bought out annually by the Corporation at the Superintendent's daily rate of pay (which is calculated by taking the Superintendent's annual base salary for the applicable Contract year divided by 260 contracted days).

c. **Sick Leave and Retirement Severance Pay.**

In each school year of the 260 contracted days, the Superintendent shall be granted 6 sick leave days. Sick leave days earned by the Superintendent while employed at the School Corporation roll over and accumulate from year-to-year.

Upon retirement, the Board will pay to the Superintendent as retirement severance of \$50.00 for each accumulated and unused sick leave day and \$1.00 for every year of service he has provided to the School Corporation. The Superintendent must have 15 years of service with the School Corporation and be at least 50 years of age at the time of retirement to be eligible for this retirement severance benefit.

d. **Other Paid and Unpaid Leave.**

In each school year of the 260 contracted days, the Superintendent shall be granted any paid and/or unpaid leave that is required by state or federal law. The Superintendent shall also be granted any paid and/or unpaid leave that is authorized by the Board's policies then in force for its administrative employees, including the Board's recognized legal holidays each school year.

e. **Health, Vision and Dental Insurance.**

The Corporation will credit or pay the Superintendent with an additional amount that is equivalent to the amount of the premium (minus \$ 1.00) of the Corporation health, vision and dental insurance plans selected by the Superintendent, which additional amount the Superintendent may use to purchase Section 125 benefits or to take as additional wages as elected by the Superintendent. All amounts paid under this provision are reported to the Indiana State Teacher Retirement Fund

for purposes of calculating the Superintendent's retirement benefit in accordance with applicable law.

f. Term Life Insurance.

The Board will provide to the Superintendent a term life insurance policy with a face value equal to \$100,000.00. The Superintendent shall contribute \$1.00 annually toward the cost of the premium for such term life insurance.

g. Long Term Disability Insurance.

The Superintendent may participate in the School Corporation's long-term disability plan under the same terms and conditions as all other administrators. The Board will pay all but \$1.00 of the cost of the premium for such long-term disability insurance for the Superintendent.

h. ISTRF Employee Contribution.

The Board will make any contribution to the Indiana State Teacher's Retirement Fund that would otherwise be required to be paid by the Superintendent.

i. 403(b) Annuity Plan.

The Corporation shall pay annually to the Superintendent a minimum additional salary amount that is equal to the annual maximum amount established by the IRS for the applicable Contract year, including any catch-up amount, that the Superintendent may, but need not, elect to be contributed to an Internal Revenue Code Section 403(b) plan for each year of employment for the Superintendent. All amounts paid to the Superintendent herein shall be subject to State and Federal taxes and, if permitted by law, be included in "annual compensation" as defined in IC 510.2-4.3(c) and used to determine the "average of annual compensation" defined in IC 5-10.2-4.3 (b) and reported to the Indiana State Teacher Retirement Fund for purposes of calculating the Superintendent's retirement benefit. Unless and until the Superintendent completes an applicable salary reduction agreement, any payment made pursuant to this provision shall be paid as additional wages to Superintendent less applicable income and employment tax withholdings.

j. **401(a) Annuity Plan.**

The Corporation contributes annually into a 401 (a) plan on behalf of the Superintendent an amount equal to 3% of the Superintendent's annual base salary in effect during the applicable Contract year in which the contribution is made.

k. **Business Travel.**

The Corporation provides the Superintendent with a Corporation-owned vehicle for business travel.

l. **Business and Professional Expenses.**

The Board will pay on behalf of the Superintendent all business and professional expenses approved by the Board.

m. **Additional Compensation for Education.**

The Superintendent will receive the same one-time payment of \$30.00 for every education credit hour he has earned above a master's degree (which is the same benefit that is provided to other similarly situated certified employees of the Corporation).

n. **Other Benefits.**

The Superintendent will be entitled to all other benefits established by the Board for all other administrative employees and teachers of the School Corporation provided such benefits are not in conflict with the terms of this Contract. To the extent the benefits for other administrative employees and teachers conflict with or duplicate a benefit provided by this Contract, then this Contract shall control and the benefit provided by this Contract shall be the benefit provided to the Superintendent.

4. **Contract Cancellation.**

The parties agree that the three alternative cancellation provisions set forth in this paragraph shall be the sole and exclusive means by which this Contract and the Superintendent's basic teacher contract may be cancelled (i.e., terminated) prior to the expiration date.

(a) **Cancellation 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

Indiana law, 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 would subsequently vote in a public meeting to approve the termination of the Superintendent's Contract, then the Board will issue written findings that one or more of the statutory reasons for cancellation of a teacher contract contained in Indiana law exist.

(iv) If the Board votes to cancel the Superintendent's Contract for cause, then the Superintendent shall be entitled to no further salary or benefits unless such compensation is otherwise required to be offered or paid by law.

(b) **Cancellation Option 2 — The Board:**

(i) follows this no-fault cancellation procedure:

A) provides the Superintendent with at least thirty (30) days notice that it intends to cancel the Superintendent's Contract without a finding of fault;

B) affords the Superintendent an opportunity for a private conference with the Board in executive session. The purpose of a

private conference, if requested by the Superintendent, will be to provide the Superintendent an opportunity to present information and reasons why cancellation is unwarranted, and an opportunity for the Board to reconsider whether or not the cancellation is in the best interests of the School Corporation;

C) Following the private conference, unless the Board has decided against cancellation of the Superintendent's Contract, the Board will provide the Superintendent an opportunity to resign; and

D) After giving the Superintendent an opportunity to resign, the Board may cancel the Superintendent's Contract, without cause, by a majority vote of the Board taken at a public meeting; and

(ii) then, after applying the above no-fault cancellation procedure, the School Corporation will provide separation benefits to the Superintendent in an amount equal to the Superintendent's annual base salary that is in effect at the time of separation (subject to the monetary cap set forth in Indiana Code 20-28-8-6(b)(2)) or the remaining amount of base salary due under the Superintendent's Contract, whichever amount is less.

3c (c) **Cancellation Option 3** -- The Board and the Superintendent mutually agree in writing to cancel the Superintendent's Contract.

5. **Reassignment.**

The Board agrees that it shall not reassign the Superintendent to a new position or to new duties without mutual written agreement of the Superintendent and the Board.

6. **Defense and Indemnification.**

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 of the Superintendent to the fullest extent permitted by law.

7. **Entire Agreement, Contract Amendments and Contract Construction.**

The parties agree that each has had the opportunity to obtain assistance of counsel in the process of negotiating the terms of this Contract and sufficient time to consider and understand the terms of this Contract. This Contract and the Superintendent's basic teacher's contract contain the entire agreement of the parties with respect to the employment of the Superintendent. Any modification or amendment to this Contract must be approved in writing by both the Superintendent and the Board and in accordance with law. For purposes of the construction and interpretation of this Contract, both parties participated in the drafting of this Contract and neither party shall be considered the drafter of this Contract or any particular language contained in this Contract.

Agreed this ____ day of _____, 2023.

SUPERINTENDENT

MOORESVILLE CONSOLIDATED
SCHOOLS BOARD OF SCHOOL
TRUSTEES

By: _____
[Redacted Signature]

By: _____
[Redacted Signature]

Attest: _____

By: _____
[Redacted Signature]