

M.S.D. of BOONE TOWNSHIP

Notice of Public Hearing on August 22, 2017

6:00 P.M.

Board Room located in the Hebron Elementary School

307 South Main Street

Hebron, IN 46341

On August 22, 2017 at 6:00 p.m., the Board of School Trustees of the M.S.D. of Boone Township will meet to discuss and hear objections to and support for a proposed Superintendent contract. A summary of the proposed contract is as follows:

- Base Annual Salary: \$113,300 for 2017-2018; \$116,699 for 2018-2019; \$120,200 for 2019-2020.
- Performance Compensation: The Superintendent will be evaluated at least once each school year. If the Superintendent receives an evaluation rating of either highly effective or effective, the Superintendent will be eligible for a base salary increase to be determined by the Board each year.
- Contract term: August 1, 2017 to July 31, 2020.
- Work Year: A work year of 260 days with annual entitlement of 12 paid sick leave days and 5 paid personal leave days. Unused paid sick and personal leave days roll over into the Superintendent's sick leave accumulation at the end of the school year. The Superintendent may accumulate up to 183 unused available sick leave days. The Superintendent may also transfer up to fifteen (15) unused sick days from prior employer each year of employment.
- Vacation Days and Paid Holidays: The Superintendent will receive twenty (20) vacation days.
- Paid Holidays: School Corporation scheduled holidays (currently 10) in addition to vacation days.
- Health insurance: The School Corporation shall pay the contribution toward the Superintendent's premiums for a single or family medical insurance policy participate in the group insurance plans. The cost per school year of this benefit is: \$23,844.00 for plan year 17/18.
- Life insurance: The Corporation provides a term life insurance policy for the Superintendent with a face value of \$100,000. The cost per school year of this benefit is: \$596.00.
- Long Term Disability Insurance (LTD): The school corporation shall provide the contribution for LTD insurance. The cost per school year of this benefit is: \$260.64 for 2017-2018; \$268.44 for 2018-2019; \$276.48 for 2019-2020.
- Tax Sheltered/Deferred Annuity: The School Corporation shall contribute an amount equal to 3% of the Superintendent's school year salary each school year. Such payments shall be credited to the Superintendent's account in the same manner as for other School Corporation participants. The cost per school year of this benefit is: \$3,399.00 for 2017-2018; \$3,500.97 for 2018-2019; \$3,606.00 for 2019-2020.
- Teachers Retirement Fund (TRF): The School Corporation pays the Superintendent's statutorily required TRF contribution, which is currently 3% of the Superintendent's base salary plus the employer contribution, which is currently 7.25%. The cost per school year of this benefit is: \$11,896.50 for 2017-2018; \$12,253.40 for 2018-2019; \$12,621.00 for 2019-2020.
- Professional Dues and Conferences: The School Corporation will pay or reimburse the Superintendent for appropriate business and professional expenses approved by the Board. Appropriate expenses shall include the cost of membership and participation in State and

National Professional Associations of Educational Administrators, and expenses related to the Superintendent's attendance at conferences, courses and other professional development activities that aid in his continued professional growth and performance of his duties. The cost per school year of this benefit is: \$4,934 in addition to conference tuition and related expenses.

- Other Benefits: Other benefits provided to teachers pursuant to the terms of the collective bargaining agreement between the MSD of Boone Township and the Professional Educators of Porter County AFT Local #4852.
- Duties of Superintendent: The Superintendent is required to direct his full time and attention to the business of the School Corporation and not to outside activities unless specifically approved by the Board.
- 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 his employment.
- Termination of Contract: Language that provides for four ways in which the Superintendent's contract may be terminated prior to the end of its term.

The complete proposed contract of the Superintendent will be available on the MSD of Boone Township's website and will be presented at the August 22, 2017 public hearing. After the hearing the Board of School Trustees will consider the input and then it will consider the proposed contract as an agenda item for consideration at the Board of School Trustees public board meeting on September 12, 2017 at 7:00 p.m.

**PROPOSED
METROPOLITAN SCHOOL DISTRICT OF BOONE TOWNSHIP
SUPERINTENDENT’S CONTRACT OF EMPLOYMENT**

This Superintendent’s Contract of Employment (hereafter “Superintendent Contract”) supplements the basic teaching contract of Dr. Nathan Kleefisch as Superintendent by the Board of Trustees of the Metropolitan School District of Boone Township 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 Dr. Nathan Kleefisch; and
2. "Board" meaning the Board of School Trustees acting as the governing body of the Metropolitan School District of Boone Township.

B. Definitions

1. “School Corporation” meaning the Metropolitan School District of Boone Township located in Porter County, Indiana.
2. The term "school year" as used in this Contract means a period beginning on August 1 of one calendar year and concluding on July 31 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 Boone Township for the period beginning on August 1, 2017, and concluding on July 31, 2020, subject to the terms of this Superintendent 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 Superintendent Contract. The two hundred sixty (260) work days shall include sick and personal leave days pursuant to Paragraph 5-C of this Superintendent Contract and any other paid leave pursuant to Paragraph 5-E of this Superintendent Contract. The Superintendent shall devote the Superintendent’s time, attention, and energy to the business of the District.

Pursuant to requirements paragraph 10 of this Superintendent Contract, upon a satisfactory evaluation of the Superintendent’s performance for the 2017-2018 school term as Effective or Highly Effective, this supplemental contract and any Regular Teachers Contract will be extended another school year through July 31, 2021. Likewise, a satisfactory evaluation of Administrator’s performance in subsequent years will result in a one-year extension of contract.

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 Contract, 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 for the following year if his evaluation is designated as “Improvement Necessary” or “Ineffective” as defined in Paragraph 5 of this Superintendent Contract. In the event a raise is not provided in any given year, then the base salary will remain the same and the anticipated designated amounts will be deferred an additional year(s) until such time an improved evaluation is received.

5. Salary & Benefits

A. Base Salary

Contract Year	No. of Contract Days	Salary
August 1, 2017 to July 31, 2018	260	\$113,300.00
August 1, 2018 to July 31, 2019	260	\$116,699.00

The Superintendent shall be paid in twenty-six (26) equal biweekly installments on a schedule fixed for all employees of the Corporation.

B. Paid Leave

1. Sick Leave. The Superintendent shall be entitled to twelve (12) days of sick leave annually. The Superintendent may accumulate up to a total of one hundred and eighty-three (183) sick leave days, which will be available to use during the Superintendent's employment.
2. Personal Leave. The Superintendent shall also be entitled to five (5) days of personal leave per year without loss of pay. Any unused personal leave days at the end of the school year will be added to the Superintendent's accumulated sick leave.
3. Bereavement Leave. A bereavement leave extending for not more than seven (7) consecutive days shall be allowed immediately after the death of spouse, child, parent, grandparent, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandparent of spouse, or a person living in the same home as part of the family. These days will not be deducted from the accumulated sick leave. Bereavement leave for any other relationship must be approved by the Board.
4. Transfer of Sick Leave Days from Previous Employer. The Superintendent shall be entitled to transfer fifteen (15) accumulated unused sick leave days on August 1, 2017 and five (5) accumulated unused sick leave days each school year of this contract from his previous employer totaling one hundred and eighty (183) sick leave days (183) days. These transferred sick leave days will be in addition to the twelve sick days provided annually by MSD of Boone Township pursuant to subparagraph 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.
5. Vacation Days and Paid Holidays. The Superintendent shall receive twenty (20) calendar days of paid vacation annually exclusive of legal holidays as noted: New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following day, Christmas Eve and Christmas Day. The Superintendent's vacation days must be used within eighteen (18) months of receipt. Upon the Superintendent's termination of

employment with the School Corporation (whether for retirement or any other reasons), the Superintendent shall not receive compensation for any unused and accumulated paid vacation days.

F. Insurance

1. Health Insurance. The Board shall provide hospitalization, major medical insurance, dental insurance, and vision insurance for the Superintendent and the members of the Superintendent's immediate family during the term of this contract in accordance with the plan provided for teachers.
2. Life Insurance. The Board shall provide life insurance for the Superintendent during the term of this contract in the amount of One Hundred Thousand Dollars (\$100,000.00).
3. Long-Term Disability Insurance. The Board shall further provide long term disability insurance during the term of the Superintendent Contract with a benefit percentage of sixty percent (60%) of the maximum coverage salary of Eight Thousand Five Hundred (\$8,500.00).

G. Tax Sheltered/Deferred Annuity

The Board shall pay a contribution in the amount of three (3%) percent of the Superintendent's base salary per year into the Superintendent's 401(a) account. The Superintendent shall be one hundred percent (100%) vested at time the contribution on behalf of the Superintendent.

H. ISTRF 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 State Teachers' Retirement Fund ("TRF") on behalf of the Superintendent in accordance with his date of hire. The date of hire is when the Superintendent was assigned a TRF retirement number.

All payments to the Superintendent subject to federal income tax 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.

I. Professional Activities

1. Professional Dues and Membership Fees. The Board shall reimburse the Superintendent for actual expenses involved for reasonable and appropriate business and professional expenses approved by the Board each year of this Superintendent Contract. Appropriate expenses shall include the cost of membership and participation in state and national professional associations of educational administrators including Indiana Association of Public School Superintendents (“IAPSS”) and Indiana Association of School Business Officials (“IASBO”).
2. State and National Conferences. The Superintendent shall be encouraged to attend and participate in appropriate professional meetings and conferences at the local, state, national and university levels. Within budget constraints as approved by the Board, such costs and expenses of attendance shall be paid by the Board. The Superintendent will be provided with an appropriate credit card for business use to handle expenses incurred related to his attendance at professional meetings and conferences and for related business responsibilities serving in his role as Superintendent of Schools.

J. Mileage Reimbursement

The Board agrees to reimburse the Superintendent for mileage incurred for School Corporation business upon the submission of a properly executed and documented mileage claim each school year of this contract. The federal mileage rate is determined by the IRS and is adjusted each year.

K. 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 MSD Boone Township Classroom Teachers Association.

6. Cancellation of this Contract

Contract Cancellation. The parties agree that the four alternative termination provisions set forth in this paragraph shall be the sole and exclusive means of cancelling the Superintendent of Schools Basic Contract and this Addendum (hereafter collectively referred to as the “Superintendent’s Contracts”) prior to their expiration date. Any of the following four alternatives (a, b, c, or d) 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 may cancel the Superintendent Contracts for cause in accordance with Indiana law. Upon the Board voting to cancel the Superintendent's Contracts for cause, the Superintendent shall be entitled to no further pay or benefits under the Superintendent's Contracts.
- (b) **Termination Option 2:** The Board may elect to cancel the Superintendent's Contracts without cause by giving not less than a twelve (12) month 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 School Corporation 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.

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.

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

- (d) **Termination Option 4:** If the Board would, in its sole discretion, desire to initiate cancellation of the Superintendent's Contracts without cause pursuant to this provision, then it may do so by giving not less than 30 days advance written notice that it intends to cancel the Superintendent's Contracts without a finding of fault. Before cancelling the Superintendent's Contracts without cause under this provision, the Board must:
- (i) Afford the Superintendent an opportunity for a conference with the Board prior to cancelling the Superintendent's Contracts without cause. The purpose of the conference (if one is requested by the Superintendent) will be to provide the Superintendent with an opportunity to present information and reasons why cancellation is unwarranted, and an opportunity for the Board to reconsider whether or not cancellation is in the best interests of the School Corporation.
 - (ii) Following the conference with the Superintendent (if one was requested by the Superintendent), unless the Board has decided against cancelling the Superintendent's Contracts without cause, the Board will give the Superintendent an opportunity to resign.
 - (iii) After giving the Superintendent an opportunity to resign, the Board may cancel the Superintendent's Contracts without cause by a majority vote of the Board taken at a public meeting.
 - (iv) If the Board cancels the Superintendent's Contracts without cause pursuant to the provisions set forth herein, then the Board will pay to the Superintendent separation pay in an amount equal to twelve (12) months of base salary and provide health insurance benefits as is currently in effect under this contract for the remainder of the term of the Superintendent's Contracts. The Superintendent shall be entitled to no further contractual salary or benefits upon cancellation of the contract.

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.

10. Contract Duration

The parties agree that on each July 31 after 2017, this Superintendent Contract shall automatically be extended on the next day for one school year, i.e. on August 1, unless a party gives the other party written notice on or before that preceding January 1 that the party does not agree to the automatic extension of this Superintendent Contract. The parties agree that the operation of this paragraph shall result in a continuous three (3) year contract unless one party provides timely written notice. All provisions other than the length of this Superintendent Contract shall remain the same upon extension by operation of this paragraph unless the parties specifically agree in writing to the modification of a term in addition to the modification of the length of this Superintendent Contract.

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IN WITNESS WHEREOF, we hereunto set our hands and seals this ____ day of _____,
2017.

Superintendent

Board of School Trustees

Dr. Nathan Kleefisch

David J. Molchan, President

Jerry P. Fieser, Jr., Vice-President

Stephanie B. Mathews, Secretary

Thomas G. Fry, Member

Timothy J. Riese, Member