

**MADISON-GRANT UNITED SCHOOL CORPORATION
SUPERINTENDENT'S EMPLOYMENT CONTRACT**

This Superintendent's Contract of Employment (hereafter "Contract") supplements the regular teacher's Contract of Dr. Scott A. Deetz as Superintendent by the Board of School Trustees of the Madison-Grant United School Corporation 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

The parties to this Contract are the:

- A. "Superintendent" meaning Dr. Scott A. Deetz; and
- B. "Board" meaning the Board of School Trustees acting as the governing body of the Madison-Grant United School Corporation.
- C. The term "school year" as used in this Contract means a period beginning on July 1 of one calendar year and concluding on June 30 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 Madison-Grant United School Corporation for an initial period beginning on July 1, 2021, and concluding on June 30, 2023, subject to the terms of this 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 Contract. The two hundred sixty (260) work days shall include sick and personal business leave days pursuant to Paragraph 5(B) of this Contract and any other paid leave pursuant to Paragraph 5(D) of this Contract. The Superintendent shall devote the Superintendent's time, attention, and energy to the business of the District.

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 Addendum, 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. If the Superintendent desires to engage in 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 Superintendent will not receive any base salary increase or stipend for the following year if his performance is designated as "improvement necessary" or "ineffective."

5. Salary & Benefits

A. Salary

The Superintendent shall be paid a base salary in the amount of one hundred and ten thousand dollars (\$110,000.00) for the annual period of July 1st through June 30th. The Superintendent shall be paid in twenty-six (26) equal bi-weekly installments on a schedule fixed for all employees of the Corporation.

The Superintendent will receive the same percentage base salary increase, if any, as provided teachers. In the event that teachers receive a fixed amount increase in base salary, the Superintendent shall receive that increase as well. Additionally, the Superintendent will also receive any one-time stipend provided to other School Corporation teachers.

Future raises are contingent upon the following qualifying requirements:

1) The Superintendent was not evaluated as either "needs improvement" or "ineffective" for the school year preceding the year in which the raise would take effect.

2) The Superintendent has met the qualifying requirements of the Performance Based Compensation Model applicable to the Superintendent's position.

3) If in any one year teachers do not receive any raise, the Superintendent will not receive any raise.

4) Within 30 days of the Board establishing teacher raises for

any one year, the Superintendent may submit a written waiver of an increase for that year and in such a case the proposed Contract will provide that there will be no raise for that year.

5) The Board provides written notice to the Superintendent that it will no longer agree to these future increases for the Superintendent or any increase in any one particular year on or before the date it approves teacher raises.

B. Paid Sick and Personal Leave

The Superintendent shall have available twelve (12) paid days for personal illness each year. In addition, the Superintendent shall have available three (3) paid days for personal business each school year and may accumulate a maximum of up to five (5) personal business days in any school year. The total unused portion of the annual sick and personal business leave allowance shall be added to prior accumulated sick leave days, up to up to the maximum accumulation of ninety (90) sick days.

C. Transfer of Sick Days from Previous Employer

The Superintendent shall be permitted to transfer a maximum of thirty (30) accumulated and unused sick leave days from his previous employer for the life of this Contract at the rate of ten (10) accumulated and unused sick leave days each school year of this Contract.

D. Vacation Days and Paid Holidays

The Superintendent shall be entitled to twenty (20) paid vacation days each school year. In addition, the Superintendent shall be entitled to the following paid School Corporation scheduled holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day. Unused vacation days, as of June 30 of the current year, shall be paid out to the Superintendent in the amount as calculated by the number of vacation days remaining multiplied by the daily rate of pay as of June 30 of the current year. Payment shall be made on the first regularly scheduled installment in July.

E. Health, Vision and Dental Insurance Coverage and Contribution

The Superintendent shall be eligible to participate in the School Corporation's health, vision and dental insurance plans. The Board agrees to pay all but one dollar (\$1.00) toward the cost of the premium for the health, vision and dental insurance plans selected by the Superintendent. The Board shall contribute towards a Flexible Spending Account (FSA) or a

Health Savings Account (HSA), whichever the Superintendent is enrolled in. Payment of one thousand six hundred dollars (\$1,600) into an FSA (or balance up to \$1,600 if plan year has commenced at the start of this Contract) or three thousand dollars (\$3,000) into and HSA shall be made to the appropriate account on the first regularly scheduled installment of that account's operating year.

F. Term Life Insurance

The Board agrees to provide the Superintendent a term life insurance policy with a face value equal to \$150,000. The Superintendent shall contribute \$1.00 annually toward the cost of the premium for such term life insurance.

G. Section 403(b) Contribution

The Board shall contribute an amount equal to three percent (3%) of the Superintendent's base salary each school year into a Section 403(b) account for the Superintendent. Such contributions shall be credited to the Superintendent's Section 403(b) account in the same manner as for other School Corporation participants.

H. INPRS Employee Contribution

In addition to the other considerations provided to the Superintendent by this Contract, the Board shall make any contribution to the Indiana Public Employee Retirement System that would otherwise be required to be paid by the Superintendent in accordance with his date of hire. All payments to the Superintendent subject to federal income tax and the Superintendent's contribution to the Indiana Public Employee Retirement System shall be included in the Superintendent's salary for purposes of the Indiana Public Employee Retirement System.

I. Cellular Phone

The Superintendent is required and it is essential for the performance of the Superintendent's duties to have a cellular phone. The Board agrees to provide a corporation-owned cellular phone to the Superintendent.

J. Use of Corporation-Owned Vehicle and Mileage Reimbursement

The Superintendent shall be entitled to the Corporation-owned van when available. The Superintendent shall be reimbursed for mileage at the rate identified by the Board of School Trustees of the Madison-Grant United School Corporation for business-related travel upon the submission of a properly executed and documented claim.

K. Professional Dues and Conferences

The School Corporation will pay or reimburse the Superintendent for appropriate business and professional expenses in an amount up to four thousand dollars (\$4,000.00) per school year for membership and participation in state and national professional associations and expenses related to the Superintendent's attendance at conferences, courses and other professional development activities that aid in his continued professional growth and the performance of his duties.

L. Other Benefits

The Superintendent shall be entitled to all other benefits provided to teachers pursuant to the terms of the collective bargaining between the Madison-Grant United School Corporation and the Madison-Grant Classroom Teachers Association.

6. Extension and Non-Renewal of this Contract

Beginning on January 1, 2020, and on every January 1 thereafter (hereinafter referred to as the "Renewal Date"), the term of this Contract shall automatically extend for an additional one (1) year period, unless the Board or Superintendent provides notice to the other party before the Renewal Date. Accordingly, unless notice is provided before the Renewal Date, on each Renewal Date the term of this Contract shall be two and one-half years. By way of example, should the Board or Superintendent fail to notify the other party by December 31, 2022, that it does not intend to extend the term of this Supplement, then in that event, this Supplement shall be automatically extended for an additional one (1) year term ending June 30, 2025. Nothing contained herein shall impair the right of the Board to terminate this Supplement or the Superintendent's regular teacher's Contract upon which it is based as set forth in Paragraph 7 of this Contract.

7. Cancellation of this Contract

The parties agree that the three alternative termination provisions set forth in this paragraph shall be the sole and exclusive means of cancelling the Superintendent's regular teacher's contract and this Addendum (hereafter collectively referred to as the "Superintendent's Contracts") prior to their expiration date. Any of the following three alternatives (a, b or c) 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

- (i) The Board cancels the Superintendent's Contracts for cause as permitted under Indiana law for one or more of the statutory

reasons for cancellation of a regular teacher's contract.

(b) Termination Option 2

- (i) 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. 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.
- (ii) 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, 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.
- (iii) If the Board cancels the Superintendent's Contracts pursuant to this provision, 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.
- (iv) If the Superintendent desires to request that his Superintendent's Contracts be cancelled, 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

- (i) 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 an offense listed in Indiana Code 20-28-5-8(c). 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.

8. **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.

9. **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 must 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 regular teacher contract that it supplements, the terms of this Contract shall control.

10. **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.

Agreed this 7th day of JUNE, 2021.

[SIGNATURE PAGE IMMEDIATELY FOLLOWING]

**Signature Page for Madison-Grant United School Corporation Superintendent's
Employment Contract**

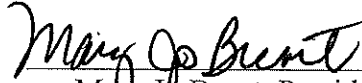
WHEREFORE, the parties agree to this Contract on this 7th day of June, 2021.

SUPERINTENDENT

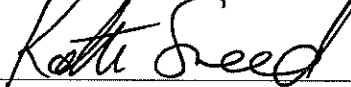


Scott A. Deetz, Ph.D.

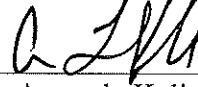
BOARD OF SCHOOL TRUSTEES OF THE
MADISON-GRANT UNITED SCHOOL CORPORATION



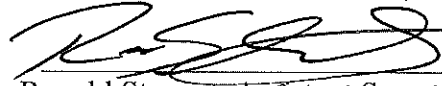
Mary Jo Brunt, President



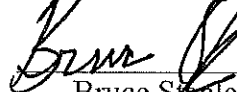
Katti Sneed, Vice President



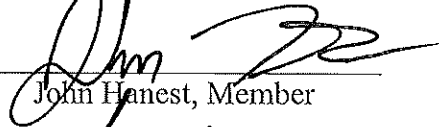
Amanda Kelich, Secretary



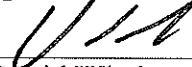
Ronald Stewart, Assistant Secretary



Bruce Stanley, Member



John Hanest, Member



David Whybrew, Member