

Notice of Public Hearing on February 5, 2019

7:30 PM

Presentation Studio 103, Renaissance Academy

806 Eastern Boulevard

Clarksville, Indiana

On February 5, 2019 at 7:30 p.m., the Board of School Trustees of the Clarksville Community School Corporation will meet to discuss and hear objections to and support for proposed amendments to the Superintendent's contract. A summary of the proposed contract is as follows:

Proposed Contract Amendments:

- Term: July 1, 2018 – June 30, 2021. The Contract automatically extends one (1) school year on July 1, 2019, and then each successive July 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 the Contract.
- Salary and Performance Pay: Base salary for 2018-2019 school year \$110,000.00. Thereafter, the base salary will increase each contract year by \$5,000 if the Superintendent is evaluated as highly effective or \$3,000 if the Superintendent is evaluated as effective up to a maximum salary cap of \$120,000.00.
- Performance Stipends: The current contract allows the Board to grant the Superintendent a one-time performance pay stipend each contract year in an amount ranging between \$1.00 and \$10,000.00. This range is proposed to be reduced to \$1.00 to \$3,000.00.
- Superintendent's License: Superintendent must maintain her Superintendent's license throughout her employment.

Summary of Other Contract Provisions That Do Not Change:

- Evaluation: The Board will evaluate the Superintendent annually.
- ISTRF Employee Contribution: The Board makes the Superintendent's contribution to the Indiana State Teacher's Retirement Fund, which is presently 3% of gross wages.
- Outside activities: Superintendent may engage in outside activities (speaking engagements, lecturing, consulting, etc.) that are short term in duration and do not interfere or conflict with the Superintendent's duties and responsibilities to the School Corporation. The Superintendent must advise the Board President in advance of undertaking outside activities.

- Professional Associations: The Board pays the Superintendent's expenses for memberships in professional educational associations at the local, state and national level that are approved in advance by the Board.
- Membership Fees: The Board pays dues, membership fees and related expenses for membership in service and civic associations that are approved in advance by the Board.
- Other Benefits: The Superintendent is granted all other benefits established by the Board and set out in a document titled "Statement of Benefits, Working Conditions and Compensation for Administrators," which may be accessed by the public on the School Corporation's web site. These other benefits include:
 - The Board pays 100% of the premium of single or family health insurance. The current annual premium paid by the Board is \$18,695.16.
 - Dental and vision options are available at the employee's expense.
 - The Board contributes all but \$.72 per year toward the premium cost of a \$100,000 life and ADD insurance policy. The current annual premium cost is \$150.00.
 - The Board contributes all but \$.72 per year toward the premium cost of a long term disability insurance policy. The current annual premium cost is \$225.00.
 - Paid annual leave days are provided every school year, which are presently 16 days. Accumulated unused days over 120 are paid annually at \$100 a day and deposited into the Superintendent's 401A account.
 - Paid vacation days are provided every school year, which are presently 15 days.
 - Unpaid holidays and school breaks are granted, which currently include: The Fourth of July, Labor Day, 5 days of Fall Break, 3 days of Thanksgiving break, 8 days of Christmas break, New Years Day, 5 days of Spring Break and Memorial Day.
 - Paid bereavement days are provided annually, which are presently up to 7 calendar days for immediate family and 2 days for other family members.
 - Paid professional leave days may be provided with prior Board approval.
 - Employees are eligible to contribute to the Corporation's 403(b) and 457 plans.
- 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 employment.
- Contract cancellation and non-renewal in accordance with Board policy and Indiana law.

The complete proposed contract of the Superintendent will be available on the Clarksville Community School Corporation's website and will be presented at the February 5, 2019 public hearing. The Board will vote on the proposed contract at its regular public meeting on February 12, 2019.

**CLARKSVILLE COMMUNITY SCHOOL CORPORATION
ADDENDUM FOR THE
SUPERINTENDENT OF SCHOOLS BASIC CONTRACT**

The Board of School Trustees of the Clarksville Community School Corporation (the “Board”) and Tina Bennett, Superintendent of Schools (the “Superintendent”), based on the mutual interest of the Clarksville Community School Corporation (the “School Corporation”) and of the Superintendent, to more completely and precisely define the employment relationship of the Superintendent with the School Corporation and the Board, agree to this Superintendent of Schools Basic Contract Addendum (the “Addendum” or the “Contract”) as follows:

1. Duties. Superintendent shall perform all duties of the position of Superintendent as defined by the Board’s policies, directives and statutes. Superintendent shall be the Chief Executive Officer for the Board and as such shall have the primary responsibility for execution of the Board’s policies. Superintendent shall perform all duties related to said office and other such duties as periodically prescribed by the Board. This shall include the responsibility for selection, placement and transfer of personnel subject to the approval by the Board as provided by statute. Superintendent’s duties shall include supervising all matters relating to the courses of study, methods of instruction, curriculum, supervision of children and staff, assignment of staff, and employment of staff, recordkeeping, and the fiscal condition of the Clarksville Community School Corporation, subject to the approval of the Board.

2. Term of Contract. The Board agrees to employ the Superintendent and the Superintendent agrees to be employed by the Board as the Chief Executive Officer of the Clarksville Community School Corporation for an initial period beginning on July 1, 2018 and concluding on June 30, 2021 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 July 1, 2019, and then each successive July 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.

Cancellation and/or nonrenewal of this contract shall be in accordance with Board policy and the provisions of Indiana statutes.

The parties have executed a basic Regular Teacher's Contract as required by statute. The instant contract is intended to supplement and expand upon the rights and obligations of the parties detailed in the basic Regular Teacher's Contract.

3. Valid License. Superintendent must maintain her Superintendent's license throughout her employment as Superintendent of the Clarksville Community School Corporation.

4. Outside Activities. Superintendent shall devote her time, attention and energy to the business of the Clarksville Community School Corporation. However, she may serve as a consultant to other districts' educational agencies and/or private foundations, lecture, engage in writing, speaking engagements, or other activities that are short term in duration. Superintendent shall advise the Board President in advance of undertaking such activities. Superintendent agrees to refrain from engaging in any other outside activities which materially interfere or conflict with her duties and responsibilities to the Clarksville Community School Corporation.

Board encourages the continuing professional growth of the Superintendent through her participation in professional activities sponsored by local, state and national organizations,

seminars and continuing education courses, and visits to other school corporations and/or educational institutions.

The Board shall pay the Superintendent's expenses for memberships in professional educational associations at the local, state and national level deemed necessary by the Superintendent to maintain/improve Superintendent's professional skills and relationships. These memberships will be approved in advance by the Board.

Additionally, recognizing the importance of a strong working relationship between the Clarksville Community School Corporation and its community, the Board shall pay dues, membership fees and related expenses for membership in service and civic associations by the Superintendent, all of which will be approved in advance.

5. Salary and Benefits. Effective July 1, 2018, the annual salary for the Superintendent shall be One Hundred Ten Thousand Dollars (\$110,000.00) payable in twenty-six (26) pay periods. This annual salary amount shall be increased in future contract years in accordance with the terms of this Addendum.

Beginning with the 2019-2020 school year and each Contract year thereafter up to the maximum salary cap set forth herein, if the Superintendent meets the annual performance objectives of the Board and is evaluated as highly effective, then the Superintendent shall receive a base salary increase in the amount of \$5,000.00, and if evaluated as effective, then a base salary increase in the sum of \$3,000.00, The salary increases provided pursuant to this paragraph shall continue for each Contract year until the Superintendent reaches a maximum base salary of \$120,000.00.

In addition, beginning with the 2018-2019 school year and each Contract year thereafter, 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 Board may in its sole discretion during that Contract year grant to the Superintendent a one-time performance pay stipend in an amount between \$1,000.00 and \$3,000.00. Any one-time performance pay stipends awarded to the Superintendent during the term of this Contract will be paid in the form of a lump sum payment that will not become part of the Superintendent's annual base salary.

Nothing in this Contract shall require the Board in any Contract year to grant a base salary increase or one-time performance pay stipend to the Superintendent. Any increase given pursuant to this Contract will be at the sole discretion of the Board.

The Board shall pay to the Indiana State Teacher's Retirement on behalf of the Superintendent the Superintendent's share of required teacher's retirement fund contributions.

Superintendent shall receive all other benefits (insurance, etc.) as are detailed in the "Statement of Benefits, Working Conditions and Compensation for Administrators" (the "Statement").

6. Indemnification. Board agrees that it shall defend, indemnify and hold harmless Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in her individual capacity or her official capacity as agent and employee of the Board, provided any such incident arose while Superintendent was acting within the scope of her employment and excluding criminal litigation and to the full extent such defense and indemnification is within the authority of the Board to provide under Indiana State law.

7. Evaluation. The Board will review the Superintendent's performance no less than annually each year.

8. Miscellaneous. This Addendum shall be interpreted in accordance with the laws of the State of Indiana. The Superintendent's basic Regular Teacher Contract and this

Addendum constitute the complete agreement between the parties and may only be amended by a written document approved by all parties.

The parties have agreed to the terms set forth herein on February _____, 2019.

SUPERINTENDENT

CLARKSVILLE COMMUNITY SCHOOL CORPORATION

TINA BENNETT

By: _____
Bill Wilson, Board President

By: _____
Justin Hansford, Vice President

By: _____
April Hauber, Secretary

By: _____
Teresa Cummings, Member

By: _____
Lynn Wilson, Member