

Notice of Public Hearing

June 6, 2023

6:00 PM

Clarksville Community Schools Administration Building
Board Room
502 Little League Blvd.
Clarksville, Indiana

On June 6, 2023 at 6:00 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 amendments are as follows:

- Term: July 1, 2023 – June 30, 2026. The Contract automatically extends one (1) school year on July 1, 2024, 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 beginning July 1, 2023 will be \$150,000. Base salary increase language for future contract years is stricken.
- Performance Stipends: The Superintendent may be granted a one-time performance pay stipend each contract year in an amount ranging between \$1.00 and \$5,000.00.
- Retiree Health Insurance: The Superintendent will be permitted to participate in the School Corporation's group health insurance program upon retirement from the Clarksville Community Schools until qualifying for Medicare, and the School Corporation will pay the annual premium amount of the employee single plan on behalf of the Superintendent.

All other contract provisions remain the same. The complete proposed contract of the Superintendent will be available on the Clarksville Community School Corporation's website and will be presented at the June 6, 2023 public hearing. The Board will vote on the proposed contract at its regular public meeting on June 20, 2023 at 6:00 pm that will be held at the same location as the public hearing.

**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, 2023 and concluding on June 30, 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 July 1, 2024, 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, 2023, the annual salary for the Superintendent shall be One Hundred Fifty Thousand Dollars (\$150,000.00) payable in twenty-six (26) pay periods.

In addition, beginning with the 2023-2024 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 \$5,000.00. 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 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.

The Superintendent shall be permitted to participate in the School Corporation's group health insurance program upon retirement from the Clarksville Community Schools until qualifying for Medicare, and the School Corporation shall pay the annual premium amount of the employee single plan on behalf of the Superintendent. The School Corporation shall fund said benefit in an actuarially sound manner. The School Corporation retains ownership of the funds allocated for payment of this benefit until such time as said funds are required for payment of health insurance premiums on behalf of the Superintendent. Any funds budgeted for the Superintendent's retiree health insurance premium remaining at the time the Superintendent qualifies for Medicare, or at some earlier date if the Superintendent no longer needs or desires to participate in a School Corporation group health plan, may be used by the School Corporation for other School Corporation purposes. The Superintendent agrees that the selection of the insurance carrier(s) providing coverage shall be by the Board, and that the scope of coverage shall be determined by the Board, provided the Board provides health insurance coverage to the Superintendent that is not less than that provided to other administrators employed by the School Corporation, and the School Corporation pays the full premium cost of employee single coverage under the School Corporation's selected health insurance plan(s) on behalf of the Superintendent.

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 June _____, 2023.

SUPERINTENDENT

CLARKSVILLE COMMUNITY SCHOOL CORPORATION

TINA BENNETT

By: _____
April Hauber, Board President

By: _____
Lynn Wilson, Vice President

By: _____
Teresa Cummings, Secretary

By: _____
Bill Wilson, Member

By: _____
Bettye Davis, Member