

**ADDENDUM TO THE REGULAR TEACHER’S CONTRACT BETWEEN THE
METROPOLITAN SCHOOL DISTRICT OF DECATUR TOWNSHIP AND SUPERINTENDENT
OF SCHOOLS**

The Board of Education of the MSD of Decatur Township (the “District” or the “Board”) and Scott Collins have entered into a Regular Teacher’s Contract for the employment of Mr. Collins (the “Superintendent”) as the Superintendent of Schools for the MSD of Decatur Township.

The Board and Superintendent now desire to supplement the provisions contained in the regular teacher’s contract and agree to the addendum as follows:

1. This addendum shall be supplemented with all the benefits in the negotiated agreement between the District and the Decatur Education Association except as modified by this addendum. To the extent there is conflict between this addendum and the master teacher contract, then the benefit provided in this addendum shall prevail.

2. The Board agrees to employ the Superintendent and the Superintendent agrees to be employed by the Board as the Chief Executive Officer of the Metropolitan School District of Decatur Township for an initial term of July 1, 2024 to June 30, 2027, subject to the terms of this addendum. The parties agree that the term of this addendum shall automatically be extended one (1) school year on July 1, 2025, 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 addendum. The parties agree this shall result in a continuous three (3) year addendum, unless one party provides timely written notice to the other as provided herein. The parties acknowledge and agree that the addendum term and any extension thereof shall be subject to early cancellation pursuant to the applicable provisions of this addendum.

3. In each school year, the Superintendent shall be granted paid vacation days in accordance with the District’s Administrator Handbook. The number of paid vacations days granted to the Superintendent via the Administrator Handbook shall never be lower than 25 days per contract year, but may be greater than 25 days per contract year in the sole discretion of the Board. The Superintendent shall also be entitled to receive any other leave days provided to other 12-month administrators of the District.

4. In each school year, the Superintendent shall be granted medical illness leave days in accordance with the District’s Administrator Handbook. The number of paid medical illness leave days granted to the Superintendent via the Administrator Handbook shall never be lower than 15 days per contract year, but may be greater than 15 days per contract year in the sole discretion of the Board. There will be no limit on the number of accumulated medical illness leave days. Upon retirement, unused medical illness leave days will not be compensated.

5. The Superintendent has 75 accumulated and unused sick leave days from his previous employer. The Superintendent shall be entitled to transfer all of his unused sick leave days from his previous employer upon commencing employment with the District, which shall be considered the Superintendent’s transferred sick leave days bank. The Superintendent will be permitted to use days in his transferred sick leave days bank only if he is personally ill and has received prior Board approval to use the transferred sick leave days. The Board reserves the right to request that the Superintendent provide medical certification to substantiate the Superintendent’s need to be absent from work for one of the qualifying reasons under this provision. Upon the Superintendent’s termination of employment with the District (whether for retirement or any other reason), the Superintendent shall not receive compensation for any unused and accumulated sick leave days remaining in his transferred sick leave days bank.

6. In each contract year, the Superintendent shall be granted personal leave days in accordance with the District's Administrator Handbook. The number of paid personal leave days granted to the Superintendent via the Administrator Handbook shall never be lower than 3 days per contract year, but may be greater than 3 days per contract year in the sole discretion of the Board.

7. The Board will contribute a minimum of \$25,000 annually toward the cost of health, dental and vision insurance premiums, which contribution may be increased in the sole discretion of the Board up to the maximum amount of the total premium cost for such plans (minus \$1.00).

8. The District shall pay all premiums less \$0.01 per year toward a life insurance policy valued at 1 ½ times the annual base salary.

9. The Superintendent shall be covered by a Long Term Disability Insurance Program that provides 66 2/3 % of the Superintendent's monthly compensation up to a maximum benefit as specified by the insurance carrier. The elimination period is 60 days. The Board will pay on the Superintendent's behalf the cost of the insurance premium for long term disability insurance (except \$.01).

10. The Board shall reimburse the Superintendent for appropriate business and professional expenses that have been pre-approved by the Board. These expenses will include but not be limited to cost of membership in State and National professional associations and expenses related to the Superintendent's attendance at conferences and activities as pre-approved by the Board.

11. The District shall credit or pay the Superintendent with an additional amount each contract year, which amount shall be annually established in the sole discretion of the Board in a range between a minimum of \$20,000 up to a maximum equal to the annual employee elective salary contribution allowed under Section 403(b) of the Internal Revenue code (including any catch-up amount) that is in effect during the applicable contract year. With respect to the annual payment amount credited or paid to the Superintendent herein, the Superintendent may, but need not, elect to contribute such payment to an Internal Revenue Code Section 403(b) plan for each year of employment for the Superintendent. The amount 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 5-10.2-4.3(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. The amount credited or paid to the Superintendent for the 2024-2025 contract year pursuant to this provision is \$20,000.

12. The District shall credit or pay the Superintendent with an additional amount each contract year, which amount shall be annually established in the sole discretion of the Board in a range between a minimum of \$20,000 up to a maximum equal to the annual employee elective salary contribution allowed under Section 457 of the Internal Revenue code (including any catch-up amount) that is in effect during the applicable contract year. With respect to the annual payment amount credited or paid to the Superintendent herein, the Superintendent may, but need not, elect to contribute such payment to an Internal Revenue Code Section 457 plan for each year of employment for the Superintendent. The amount 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 5-10.2-4.3(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. The amount credited or paid to the Superintendent for the 2024-2025 contract year pursuant to this provision is \$20,000.

13. The District will provide a vehicle allowance of \$1,000 per month.

14. The Board shall make any contribution of the Indiana State Teachers' Retirement Fund that would otherwise be required to be paid by the Superintendent.

15. 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 set forth in the Superintendent job description to the fullest extent permitted by law.

16. Effective July 1, 2024, the Superintendent's base salary will be \$205,000.00, which amount may be increased in future contract years in the sole discretion of the Board in accordance with the terms set forth herein. Beginning with the 2025-2026 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 during the prior contract year, then the Board may in its sole discretion increase the Superintendent's base salary up to a maximum of 8% of the Superintendent's base salary in effect at the time the raise is granted. For clarification, the Superintendent will not be entitled to receive any salary or stipend payments that are paid to teachers pursuant to the master teacher's contract.

17. Beginning with the 2025-2026 school year and each contract year thereafter, if the Superintendent is rated as highly effective or effective and achieves the annual performance objectives established by the Board during the prior contract year, then the Board may in its sole discretion grant a performance pay stipend in an amount up to a maximum of 5% of the Superintendent's annual base salary in effect at the time the performance pay stipend is approved by the Board. Any performance pay stipends awarded to the Superintendent during the term of this Addendum will be paid in the form of a lump sum payment that will not become part of the Superintendent's annual base salary. For clarification, the Superintendent will not be entitled to receive any salary or stipend payments that are paid to teachers pursuant to the master teacher's contract.

18. 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. The Board will evaluate in writing at least one time annually the performance of the Superintendent. Such evaluation will be conducted in accordance with Indiana law.

19. The parties agree that the alternative termination provisions set forth below shall be the sole and exclusive means of cancelling the Superintendent's Regular Teacher's Contract and the Addendum for the Superintendent's Regular Teacher's Contract (hereinafter referred to as the "Superintendent's Entire Contract") prior to their expiration date. Any of the following three options (a, b or c) may be utilized by the Board at the Board's sole discretion to terminate the Superintendent's Entire Contract before its expiration date:

a) Option 1 -- The Board:

(i) initiates cancellation for cause for one or more of the statutory reasons for cancellation of a licensed superintendent contained in IC 20-28-8-7; and

(ii) gives the Superintendent written notice of its intent to cancel the Superintendent's Entire Contract for cause and provides the Superintendent the opportunity to have a

private conference 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.

If the Superintendent requests a private conference 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 Entire Contract, then the Board will issue written findings that one or more of the statutory reasons applicable to licensed superintendents contained in IC 20-28-8-7 exists. If the Board cancels the Superintendent's Entire Contract for cause as set out herein, 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) Option 2 – The Board:

(i) initiates cancellation of the Superintendent's Entire Contract without cause by giving him not less than 30 days advance written notice that it intends to cancel the Superintendent's Entire Contract without a finding of fault; and

(ii) affords the Superintendent an opportunity for a conference with the Board prior to cancelling the Superintendent's Entire Contract 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 District.

(iii) Following the conference with the Superintendent (if one is requested by the Superintendent), unless the Board has decided against cancelling the Superintendent's Entire Contract without cause, the Board will give the Superintendent an opportunity to resign.

(iv) After giving the Superintendent an opportunity to resign, the Board may cancel the Superintendent's Entire Contract without cause by a majority vote of the Board taken at a public meeting.

If the Board cancels the Superintendent's Entire Contract without cause pursuant to the provisions set forth herein, then the Board will pay to the Superintendent separation pay in an amount equal to one contract year of base salary as is currently in effect under this addendum at the time of cancellation (but subject to any maximum severance limitation set forth in Indiana law) or the remaining amount of base salary due for the remainder of the term of the Superintendent's addendum, whichever amount is less. The Superintendent shall be entitled to no further salary or benefits unless such compensation is otherwise required to be offered or paid by law.

c) 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 Entire Contract 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 Entire Contract pursuant to this provision.


In addition to the Board's contract cancellation options set forth above, the Superintendent shall have the option to cancel his Superintendent's Entire Contract prior to the expiration of their term by providing at least 60 days written notice to the Board prior to the effective date when such cancellation would become effective. The parties by mutual agreement may shorten or lengthen this notice period.

This contract is approved on April 9, 2024.

METROPOLITAN SCHOOL DISTRICT
OF DECATUR TOWNSHIP

SCOTT COLLINS

By: 
Larry Taylor, Board President


Scott Collins

ATTEST:

By: 
Dale Henson, Board Secretary