

**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 Dr. Matthew Prusiecki have entered into a Regular Teacher’s Contract for the employment of Dr. Prusiecki (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 contract and agree to the addendum as follows:

1. The contract described in the title of 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.
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 from **July 1, 2019 to June 30, 2022** 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, 2020, and then each successive July 1 thereafter, unless a party gives the other written notice on or before the preceding **June 30** 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. The parties acknowledge and agree that the Contract term and any extension thereof shall be subject to early cancellation pursuant to the applicable provisions of this Contract.
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 23 days per contract year, but may be greater than 23 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. Each administrator shall receive an amount equal to the annual cost of the Hoosier School Benefit Trust family health and family dental insurance plan for the purchase of Section 125 benefits including 403b/457 or as additional wages as elected by the Superintendent. The “benefit dollar” amount paid to the Superintendent shall be included in the “annual compensation” as defined in IC 5-10.2-43(c) and used to determine the “average of annual compensation” defined in IC 5-10.2-43(b) and reported to the Indiana State Teacher Retirement Fund for purposes of calculating the administrator’s retirement benefit.
5. The District shall provide vision insurance at no cost to the Superintendent.
6. 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.
7. The District agrees to permit the Superintendent to transfer a term life insurance policy with a face value equal to \$500,000.00 that he had with his previous employer. The Board will contribute \$1,195.00 annually toward the cost of the premium for such term life insurance policy.

8. The Superintendent shall be covered by a Long Term Disability Insurance Program that provides $66 \frac{2}{3}$ % of the Superintendent's monthly compensation up to a maximum benefit as specified by the insurance carrier. The elimination period is 60 days. The Superintendent may choose to have the cost of the insurance premium for long term disability insurance paid by the MSD Decatur Township (except \$.01) or choose to have the cost of the insurance premium for long term disability insurance added to the Superintendent's base pay.
9. 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.
10. 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.
11. The Superintendent has 217 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.
12. The District shall credit or pay the Superintendent with an additional salary amount equal to the maximum annual employee elective salary contribution (including any applicable pick-up amount) allowed under Section 403(b) of the Internal Revenue code, which the Superintendent may, but need not, elect to be contributed to an Internal Revenue Code Section 403(b) plan for each year of employment for the Superintendent; provided, however, that notwithstanding any increase in the maximum annual employee elective salary contribution (including any applicable pick-up amount) allowed under Section 403(b), the District shall not be obligated to increase its annual Section 403 (b) contribution by more than one thousand dollars (\$1,000) in any contract year. 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.

13. The District shall credit or pay the Superintendent with an additional salary amount equal to the maximum annual employee elective salary contribution (including any applicable pick-up amount) allowed under Section 457 of the Internal Revenue Code, which the Superintendent may, but need not, elect to be contributed to an Internal Revenue Code Section 457 plan for each year of employment for the Superintendent; and provided, however, that notwithstanding any increase in the maximum employee elective salary contribution (including any applicable pick-up amount) allowed under Section 457, the District shall not be obligated to increase its annual Section 457 contribution by more than one thousand dollars (\$1,000) in any contract year. 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.
14. The District will provide a vehicle allowance of \$1,000 per month.
15. The Board will provide a laptop computer for use by the Superintendent. The laptop computer is school property and must be returned to the District upon the Superintendent’s separation of employment from the District.
16. The Board shall make any contribution of the Indiana State Teachers’ Retirement Fund that would otherwise be required to be paid by the Superintendent.
17. 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.
18. Effective July 1, 2019, the Superintendent’s base salary will be \$207,273.46, but will be subject to possible increases in future contract years in accordance with the terms set forth herein. 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. Beginning with the 2015-2016 school year, if the Superintendent is evaluated as highly effective or effective and achieves the annual performance objectives established by the Board, then the Board may in its sole discretion increase the Superintendent’s base salary during each contract year by 3% to 10% of the Superintendent’s base salary that is in effect at the time the raise is granted. For example, if the Board would desire to increase the Superintendent’s base salary by 5% for the 2020-2021 school year, then the Superintendent’s new base salary for the 2020-2021 school year would become \$217,637.13 ($\$207,273.46 \times .05 = \$10,363.67$ base salary increase). 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.
19. Beginning with the 2015-2016 school year, if the Superintendent is rated as highly effective or effective and achieves the annual performance objectives established by the Board, then

the Board may in its sole discretion during each contract year during the term of this Addendum grant a performance pay stipend in the amount of 3% to 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.

20. If the District earns a letter grade through the State of Indiana of B and the Superintendent is evaluated as highly effective or effective, then the Board will grant the Superintendent a base salary increase in an amount that will ensure his base salary is one of the highest top five base salaries of all superintendents employed by other school districts located in Marion County, Indiana. If the District earns a letter grade through the State of Indiana of A and the Superintendent is evaluated as highly effective or effective, then the Board will grant the Superintendent a base salary increase in an amount that will ensure his base salary is one of the highest top three base salaries of all superintendents employed by other school districts located in Marion County, Indiana.

21. Except as otherwise provided herein, if the Superintendent has been employed by the School District as the Superintendent for at least 10 years, retires from the School District, and is at least age 55 or older, then the Superintendent shall have the option of remaining enrolled in the School District's group health insurance plan upon retirement from the School District in accordance with the terms set forth herein. If the Superintendent retires between age 55 and age 59 and opts to remain enrolled in the School District's health insurance plan, then the School District shall pay up to a maximum amount of \$10,000 per year toward the Superintendent's annual health insurance premium, which amount shall never exceed the maximum amount of the annual premium for the plan selected by the Superintendent. If the Superintendent retires between age 60 and the date that he becomes Medicare eligible and he opts to remain enrolled in the School District's health insurance plan, then the School District shall pay up to a maximum amount of \$20,000 per year toward the Superintendent's annual health insurance premium, which amount shall never exceed the maximum amount of the annual premium for the plan selected by the Superintendent. If the Superintendent is separated from employment with the School District (whether voluntarily or involuntarily) and accepts employment with a different employer who offers health insurance coverage, then the Superintendent shall not be eligible for the health insurance bridge benefits provided herein. In addition, once the Superintendent is Medicare eligible, any premium contribution being paid by the Board pursuant to this provision shall cease immediately.

The Superintendent agrees that the selection of the insurance carrier(s) providing health insurance coverage shall be by the Board, and that the plan design shall be determined by the Board, provided the Board provides health insurance coverage to the Superintendent that is not less than that being provided to other administrators employed by the School District.

22. The parties agree that the ~~two~~ 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 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 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 hearing 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 hearing 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 for cancellation 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 Contracts without cause by giving him not less than 30 days advance written notice that it intends to cancel the Superintendent's Contracts without a finding of fault; and

(ii) affords 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 District.

(iii) 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.

(iv) 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.

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 one contract year of base salary as is currently in effect under this Contract at the time of

cancellation or the remaining amount of base salary due for the remainder of the term of the Superintendent's Contract, 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 Contracts 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 addendum entered into and signed this 10th day of December, 2019.

Signed: _____
Dr. Matthew Prusiecki
Superintendent of Schools

Signed: _____
Larry Taylor
President, Board of Education

Signed: _____
Estella Vandeventer
Secretary, Board of Education