

UNDERSTANDING OF EMPLOYMENT

ADDENDUM TO EMPLOYMENT CONTRACT

PREAMBLE:

The Board of Trustees of MSD of North Posey County (hereafter referred to as "Board") asserts that the contractual arrangement between the Board and Michael Galvin (hereinafter referred to as "Superintendent") needs greater clarification and definition than that which is afforded to the Board and the Superintendent through the use of the Regular Teacher's Contract as prescribed by the State Superintendent of Public Instruction, Revised January 2022.

Therefore, further clarification and definition is offered in good faith in this document, Understanding of Employment. This document serves as a contractual understanding and agreement and shall be considered to be an addition to the applicable provisions of the Regular Teacher's Contract between MSD of North Posey County and the Superintendent.

This Understanding of Employment is entered into as of this 11th day of April 2023, between the Board and Michael Galvin, to be named as Superintendent, MSD of North Posey County.

1. TERM AND RENEWAL:

MSD of North Posey County hereby employs and designates Michael Galvin as Superintendent of Schools for a period of twenty-four (24) months beginning July 1, 2023 and continuing until June 30, 2025.

2. DUTIES:

The Superintendent shall furnish, throughout the life of this Understanding of Employment, a valid and appropriate certificate to serve as Superintendent of Schools in the State of Indiana.

The Board and Superintendent have conducted negotiations before entering into this contract, and both parties mutually agree the job description of Superintendent will change, as both parties agree the structure of central office organization will change during the term of this contract.

3. OUTSIDE PROFESSIONAL ACTIVITIES:

Keeping in mind his primary responsibilities, the Superintendent may undertake outside professional activities including, but not limited to, consultative work, speaking engagements, writing, teaching, lecturing, or other professional duties and obligations. The Superintendent shall notify the Board of School Trustees,

or, in the event insufficient time exists to convene a meeting, then the Board of School Trustees President, as to any activity he seeks to pursue and he may proceed with that activity subject to any conditions the Board of School Trustees or the President may set. It is the intent of the parties to this Agreement that the pursuit of activities of a minor nature not be impeded but that major activities such as long-term consulting be accomplished under mutually satisfactory conditions or that it not be pursued.

4. **EVALUATION:**

The Superintendent shall have his performance evaluated on a regular schedule. The primary purpose of the evaluation is to effect improvements, where needed, in the management and administrative leadership of the school corporation and to advise the Superintendent as to his past performance.

5. **EXPENSES:**

All reasonable expenses of the Superintendent incurred in the performance of this professional relationship for the school corporation shall be paid by the school corporation according to the regulations stipulated by the State of Indiana.

The Superintendent may attend appropriate professional meetings at the local, regional, state and national levels visit other school corporations and engage in other professional activities that are related to the role of Superintendent. All reasonable expenses incurred in such attendance and participation shall be paid by the school corporation according to the regulations stipulated by the State of Indiana.

The school corporation shall reimburse the Superintendent for mileage, at the rate applicable for other corporation employees at the time, in the event he must use his personal vehicle for approved corporation business.

6. **STIPENDS AND PAY INCREASES:**

A. Each year of the contract the Superintendent will be awarded a \$500.00 stipend if at least an effective rating is received on his evaluation. Payment will be awarded in July of each year, starting July, 2023.

B. Each year of the contract the Superintendent will be awarded a \$2,000.00 base pay increase if at least an effective rating is received on his evaluation. This will be awarded in the same manner and time as the teachers' increase. In the event teachers do not receive a reoccurring increase in base pay, the superintendent will not either.

7. **PAID LEAVES:**

A. **Vacation**

The Superintendent shall be granted fifteen (15) days of vacation each year with full pay. The Superintendent must notify a Board member whenever he intends to be absent from the corporation for three (3) or more days.

B. **Other Paid Leaves**

All annual leave, bereavement leave, and other leave provided in the teachers master contract will be available to the Superintendent. The Superintendent shall be afforded all other leaves that are normally and routinely given to other employees, such as but not limited to: jury duty leave, court leave, and disability leave.

C. **Unused Leave Days**

All the Superintendent's unused leave days from prior employment with other school districts will rollover to MSD of North Posey County at a maximum rate of Thirty-three (33) days per school year, with a maximum rollover of One Hundred (100) accumulated leave days from other school districts.

D. **Holidays**

The Superintendent shall be granted the following holidays with full pay:

New Year's Day, Memorial Day, Independence Day, Labor Day, Day following Thanksgiving, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, President's Day (provided it is not being used as a school make-up day).

If any of the holidays fall on a Saturday or Sunday, they will be afforded as per Board Policy or Administrative Directive.

8. **INSURANCE:**

A. **Medical**

The Superintendent shall be afforded medical insurance (Family or Single Plan) by a medical insurance program of the school corporation effective the first day of employment. The contribution paid by the school corporation shall be One Hundred Percent (100%) of the cost of the plan less One Dollar (\$1.00).

B. **Life**

The School Corporation shall maintain a term life insurance protection policy on the life of the Superintendent payable to the beneficiaries as designated by the Superintendent.

The Corporation shall contribute One Hundred Percent (100%) of the premium.

The face value of that policy shall be no less than One Hundred and Seventy-five Dollars (\$175,000.00).

C. Income Protection

The corporation shall contribute One Hundred Percent (100%) toward the premium for an income protection plan for the Superintendent as provided by the corporation's master policy for income protection.

9. BENEFITS:

A. Annuity

The Superintendent will not receive the matching annuity under the teacher contract. In lieu of, the Superintendent will be paid Two Thousand Five Hundred Dollars (\$2,500.00) annually by equal installments corresponding to when teacher's matching annuity payments are paid.

B. HSA

If the Superintendent chooses a high deductible medical insurance plan he will automatically be eligible for any HSA contributions made by the corporation.

C. Institute Membership

The Board agrees to maintain membership in the Indiana Association of Public School Superintendents with Superintendent as the designed member as long as this contract remains in effect. The Board agrees to maintain membership in the Indiana Association of School Business Officials with the Superintendent and others designated as members as long as this contract remains in effect.

D. Cell Phone

The Board shall pay the Superintendent Six Hundred Dollars (\$600.00) per year as an allowance for a cell phone, and to be consistent with Board policy for other administrators.

E. Automobile Allowance

1. The Board shall pay the Superintendent Two Hundred Dollars (\$200.00) per month as a vehicle allowance. The Superintendent shall own the automobile and maintain, insure, and provide all gas for the automobile. The only obligation of the Board as to an automobile is to pay the Two Hundred Dollar (\$200.00) per month allowance and the reimbursement of paragraph E. 2. below.

2. The Board shall reimburse the Superintendent for up to five hundred (500) miles per month for business travel within the corporation at the current corporation reimbursement rate. The Superintendent shall keep records as necessary to comply with the Internal Revenue Service and State Board of Accounts requirements.

10. RETIREMENT:

The corporation shall pay the Superintendent's contribution of 3% to the teacher's retirement fund.

11. SECTION 125 BENEFITS:

The benefits provided by Section 125 of the Revenue Act of 1978 as participated in by the school corporation shall be available to the Superintendent.

12. LEGAL DEFENSE:

The Board shall provide legal defense to the Superintendent for all civil legal actions, or the threat of, arising from the good faith performance of his duties as Superintendent of Schools.

13. REASSIGNMENT:

During the term of this agreement the Superintendent may be reassigned in the event of mental and physical impairment and only where the best interests of the school corporation so dictate.

14. RESIGNATION:

In the event the Superintendent wishes to resign his position, a release from the Understanding of Employment can be effected by mutual agreement between the Superintendent and the Board.

If the Superintendent resigns during the term of this contract without a written notification to the Board one hundred twenty (120) days in advance of July 1st,

the Superintendent will forfeit and repay the stipend payments that were awarded and paid during the year of resignation. Also, in the event the Superintendent resigns, the Superintendent's annuity payment, as set forth above, will be prorated to the number of days the Superintendent's employment during the contract year that the resignation becomes effective.

15. TERMINATION:

Termination of the contract shall be in accord with I.C. 20-28-8-7.

16. ADDITION AND/OR MODIFICATION:

The Regular Teacher Contract with this Understanding Of Employment together are to be the exclusive agreement of the parties, and shall not be amended except by mutual written consent.

This contract is executed this 11th day of April, 2023.



Michael Galvin, Superintendent

MSD of North Posey County

By:



Gregory U. Schmitt, President



Vincent F. Oakley, Vice President



Amy J. Will, Secretary

Larry A. Kahle, Member


