

NOTICE OF PUBLIC MEETING

**Summary of the Draft Agreement Between the Southwestern Consolidated School District  
of Shelby County Board of School Trustees Employing Dr. Paula Maurer as  
Superintendent to be Heard on March 20, 2019 at 6:00 p.m. in the Board Room Located at  
3406 W 600 S, Shelbyville, IN 46176**

**Effective July 1, 2019 to June 30, 2022**

Annual Basic Salary*	\$113,766.50
Annual Board Contribution for Group Health Insurance **	\$18,360.00
Annual Cell Phone Allowance	\$900.00
Annual LTD Premium***	\$356.70
Annual Term Life Premium (\$100,000 Death Benefit)***	\$132.00
Annual Contribution to VEBA Plan	\$5,000.00
Annual Contribution to 401(a) Plan (1.25% matching)****	\$1,422.00
<u>Annual Stipend for Serving as High Ability Co-coordinator</u>	<u>\$2,000.00</u>
<b>Total of Listed Contract Provisions</b>	<b>\$142,396.20</b>

\*May be adjusted if “Effective” or “Highly Effective”.

\*\*Added Basic Salary Rather Than Reimbursement for Expenses: The superintendent will receive additional basic salary in the amount equivalent to what the Board would pay for an administrator to participate in the lowest deductible group health insurance plan. The superintendent may use this to offset her share of the cost of participating in the insurance plans of her choice, to supplement a HSA account, or contribute to a section 125 plan maintained by the Board. The amount shall be made available to the superintendent over the same pay periods and in the same manner that the superintendent’s base amount is made payable to the Superintendent. The Board contribution may be adjusted if the carrier increases the premium for same level of coverage.

\*\*\*Indicates that the Board contribution may be adjusted if the carrier increases the premium for same level of coverage.

\*\*\*\*Indicates that the Board contribution will be a matching maximum of 1.25% of the superintendent’s salary (as indicated in the teachers’ Master Agreement).

**Agreement Length:** The Agreement's "evergreen clause" would result in a continuous 3 school year contract unless a party objects before January 1 of that year to an extension of the length of the contract for an added school year on July 1. However, the Agreement can be canceled by the Board for the same list of reasons applicable to cancelation of the contract of an "established teacher" found at Ind. Code 20-28-7.5-1(e).

**Working Days:** The Agreement calls for 260 working days in each school year minus 35 paid vacation days of which 5 can be carried over into the following year, 12 leave days which may accumulate to 185 days, and 9 paid holidays. The annual vacation and leave allotment is provided and vested on July 1 of each school year.

**Additional Costs:** Through the life of the summarized contract, the Board has the option to pay or reimburse the Superintendent for certain expenses. Additional cost items may arise based upon contingencies such as the defense of a lawsuit or a settlement or judgment in response to a claim not covered by insurance. These funds are not paid to the Superintendent, but may be spent in support of the Superintendent's performance of his/her contractual duties. Defense and indemnification of a school employee is a standard practice required by Indiana law if the Board finds that the claim results from the Superintendent's performance of his/her contractual duties. Board action would be required on such a claim.

**Mileage:** The Board will reimburse the superintendent at the IRS rate per mile for mileage driven with the superintendent's personal automobile for business purposes.

**Evaluation and Salary Increase:** Effective July 1, 2012, Ind. Code 20-28-11.5-4 requires that all "certified staff" be evaluated "at least annually" and rated as "highly effective", "effective", "improvement necessary", or "ineffective". The definition of "certified employee" cited includes the Superintendent. Ind. Code 20-28-9-1 requires that the results of the evaluation of a "teacher" be used along with other factors to determine the "increase or increments in a local salary scale" that determine a teacher's pay increase. "Teacher" as defined at Ind. Code 20-18-2-2.2 (for purposes of Ind. Code 20-28) includes the "Superintendent". So a Superintendent pay increase must be made based on a list of factors including the results of their evaluation. The superintendent will be eligible for the same annual increase that the teachers receive.

A copy of the draft is available from the School Treasurer at the Administrative Offices of the School District.