

## **Notice of Public Hearing for Proposed Superintendent Contract**

You are hereby notified that the Board of School Trustees of Springs Valley Community Schools will hold a public hearing on Monday, February 12, 2024 at 6:00 p.m. in the Springs Valley High School auditorium, 326 S. Larry Bird Blvd., French Lick, Indiana 47432 to discuss and hear objections to and support for a proposed Superintendent's contract as required by Ind. Code 20-26-5-4.3. The details of the proposed contract, including the actual monetary value of the contract, benefits, and any additional forms of compensation for each year of the contract are as follows:

### **Summary of Proposed Contract**

Term: Three years starting January 1, 2024 and ending December 31, 2026

Salary: Dr. Trevor Apple's salary for January 1, 2024 through December 31, 2024 shall be \$114,900. His salary for each of the additional two years of the contract shall be no less than such sum.

Annual School Corporation Contribution to:

- Group Health – The Corporation shall contribute an amount listed in the master contract (currently up to \$13,200 annually).
- Dental Insurance = \$552.00
- Vision Insurance - \$306.96
- Annual Term Life Premium – \$144.00
- Annual LTD Premium - \$287.25
- 3% 401(a) Plan - \$3,447.00
- 1% VEBA Plan - \$1,149.00
- Total of Listed Contract Provisions - \$133,986.21

1. Each of the yearly contracts consist of 240 days which includes 16 vacation days and 23 leave days within the 240-day annual contract.
2. Due to the nature of the position of Superintendent of Springs Valley Schools it may be necessary for the Superintendent to work weekends, holidays, during school breaks, summer time and other hours deemed as irregular. Because of this the Superintendent's contract does not identify specific days that are to be worked. The specified days worked during the year shall not necessarily correspond to the teacher's calendar, but shall be determined by the Superintendent or the Board based upon events and other conditions that may necessitate the need to work on any given day. Any day worked during the year shall be counted towards the 240 day contract.
3. The 2024, 2025, and 2026 contracts will be considered fulfilled when days worked plus vacation days used, equal or exceed 240 days. Days worked also includes days used for sickness, bereavement, and personal leave.
4. It is also agreed that in addition to the salary specified in this contract the School will reimburse the Superintendent for expenses incurred in the performance of his duties. The School recognizes that professional growth is important to the position of Superintendent and encourages the Superintendent to belong to regional, state, and national superintendent organizations and to attend regional, state, and national meetings. Expenses incurred for these activities and

memberships will be paid for or reimbursed to the Superintendent by the School. The activities must be approved by the School in advance.

5. It is also agreed between the parties that the School will pay any dues associated with or required by the State and National Superintendents' Association and other educational organizations of which the Superintendent becomes a member.
6. Mileage shall be paid as indicated in the Master Contract. Meals, lodging, registrations, etc. shall be paid for school business.
7. The School will provide the Superintendent with all other benefits provided to certified personnel as spelled out in the Master Contract for teachers.
8. The School agrees to pay the Indiana State Teacher's Retirement deduction payable on the gross salary of the Superintendent during the lifetime of this contract.
9. In the event the Superintendent retires as Superintendent, having fulfilled all the requirements for retirement stated in the Master Contract with the teachers, and upon retirement, the benefits received by the Superintendent, including, but not limited to rights under the Bridge to Social Security, severance pay, and related benefits shall be no less than the provisions of the contract last settled between the School Corporation and the Classroom Teachers' Association prior to the retirement date of the Superintendent. In the event the settlement of the Master Contract, covering the date of retirement, when made, is superior in benefits to the contract it replaces, then the contract as settled shall take precedence. If the benefits are lesser in the later settled contract, then the terms and provisions of benefits in the prior contract shall control.
10. The School Corporation shall contribute 3% of the Superintendent's salary on an annual basis to a 401(A) plan and a 1% contribution to a VEBA account subject to the terms and conditions of those plans as stated in the Master Contract.
11. The Board shall defend, hold harmless, and indemnify Superintendent Trevor Apple from any and all demands, claims, suits, actions, or legal proceedings brought against him, either in his official capacity as agent or employee of the Board or in his individual capacity, provided the incident arose while he was acting within the scope of his employment with the Board. All actions, choices, and decisions made, which are customarily and usually considered within the authority and responsibility of an Indiana public school superintendent, or which were made under apparent authority of statute or applicable common law or were specifically or impliedly authorized by the Board, shall be considered within the scope of employment for purposes of this provision. This provision shall require the Board to pay all legal fees, court costs, and any and all other litigation costs directly, or to reimburse Superintendent Apple for any such fees, costs, or expenses necessary to defend himself from any and all such demands, claims, suits, actions or legal proceedings brought against him for actions, choices, decisions, or omissions made while an employee of the School Corporation unless Superintendent Apple was clearly acting outside the scope of his employment as defined above. This hold harmless indemnification provision shall continue after severance or termination of the employment relationship.

After the meeting, the Board of School Trustees will consider the public input and then consider the contract as an agenda item for consideration and vote at the regular board meeting on March 11, 2024.