

REGULAR TEACHER CONTRACT

Prescribed pursuant to Ind. Code 20-28-6-3 as the regular and uniform contract
for the employment of teachers pursuant to Ind. Code 20-28-6-4(b).

This regular teacher contract ("Contract") is by and between the governing body of the MOORESVILLE CONSOLIDATED SCHOOL CORPORATION ("Corporation") and **PATRICK BIGGERSTAFF** ("Teacher"). **PATRICK BIGGERSTAFF** is a teacher as defined in Ind. Code 20-18-2-22.

In exchange for the Teacher's services described below, the Corporation and Teacher agree that:

1. The Teacher shall teach in the schools of the Corporation for the school term, beginning **JANUARY 1, 2024**, and ending **DECEMBER 31, 2026**. Ind. Code 20-28-6-2(a)(3)(A).
2. The school term described in paragraph 1 immediately above for services under this Contract consists of **780** days. Ind. Code 20-28-6-2(a)(3)(B).
3. Unless governed by an existing collective bargaining agreement, or as discussed pursuant to Ind. Code 20-29-6-7, the number of hours per day the Teacher is expected to work under this Contract is 8.00. Ind. Code 20-28-6-2(a)(3)(E).
4. The Corporation shall pay the Teacher for services under this Contract the total salary of **\$145,385.00**. Ind. Code 20-28-6-2(a)(3)(C).
5. The Corporation shall pay this amount in **26** installments on a bi-weekly basis. Ind. Code 20-28-6-2(a)(3)(D), Ind. Code 20-28-6-5(1).
6. This contract may be canceled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(e) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2(a) and Ind. Code 20-28-7.5-3.
7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this 12th day of December, 2023.



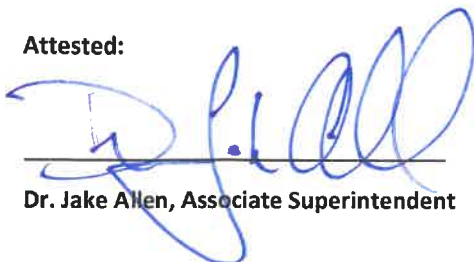
Dr. Patrick Biggerstaff, Employee

School Corporation by:



Dr. William Roberson, Board President

Attested:



Dr. Jake Allen, Associate Superintendent



Mr. Tim Cummins, Secretary

ASSISTANT SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This contract (hereafter the "Contract") alters the basic teacher contract for the employment of Holly Frye as Assistant Superintendent (hereafter the "Assistant Superintendent") by the Board of School Trustees of the Mooresville Consolidated School Corporation (hereafter the "Board") by consent of the parties in the manner permitted by Indian law.

1. Employment of Assistant Superintendent and Term of Employment.

The Board agrees to employ the Assistant Superintendent and the Assistant Superintendent agrees to be employed by the Board for an initial period beginning on January 1, 2024 and concluding on December 31, 2026 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 January 1, 2025, and then each successive January 1 thereafter, unless a party gives the other written notice on or before the preceding December 31st, 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 that the Contract term and any extension thereof shall be subject to early cancellation pursuant to the provisions of Paragraph 4, Contract Cancellation.

The parties agree that the Assistant Superintendent shall provide services or perform her duties two hundred sixty (260) days during each school year/Contract year. For purposes of this Contract, a "school year" or "Contract year" shall be defined as a period beginning on January 1 of one calendar year and concluding on December 31 of the calendar year. The Assistant Superintendent's two hundred sixty (260) work days shall include vacation days, sick leave days, and any other leave granted pursuant to this Contract and the School Corporation's policies for Administrators.

2. Duties of the Assistant Superintendent

The parties agree that the duties of the position of Assistant Superintendent to be performed pursuant to this Contract are set forth in a job description for the position which is defined by Board policy. The Assistant Superintendent agrees that at all times while she is employed pursuant to this Contract she will fully meet the minimum qualifications for the position of Assistant Superintendent and will maintain an administrative license from the State of Indiana.

3. Salary and Benefits

As consideration for the performance of the duties and meeting the qualifications established by this Contract, the Board agrees that the Assistant Superintendent shall receive the following:

a. Base Salary.

The Assistant Superintendent shall be paid an initial annual base salary of One Hundred Forty-Five Thousand Three Hundred Eighty-Five Dollars (\$145,385.00) for each school year of employment pursuant to this Contract unless otherwise modified in accordance with the terms of this Contract.

Except as other provided herein, if the Assistant Superintendent is evaluated as highly effective or effective and achieves the annual performance objectives established by the Board for the Contract year, then the Assistant Superintendent will receive a base salary increase that is equivalent to the highest base salary increase received by a teacher employed by the School Corporation (either in percentage or flat dollar, whichever is applicable) during the applicable Contract year.

Also, if the teachers employed by the School Corporation receive a one-time stipend that is equivalent to the highest one-time stipend amount paid to a teacher during the applicable Contract year. Any one-time stipend awarded to the Assistant Superintendent during the term of the Contract under this provision will be paid in the form of a lump sum payment that will not become part of the Assistant Superintendent's annual base salary.

b. Vacation Leave Days and Personal Leave Days

In each school year of the 260 contracted days, the Assistant Superintendent shall be granted 20 paid vacation leave days. Unused vacation leave days will be bought out annually by the Corporation at the Assistant Superintendent's daily rate of pay (which is calculated by taking the Assistant Superintendent's annual base salary for the applicable Contract year divided by 260 contracted days).

In each school year of the 260 contracted days, the Assistant Superintendent shall be granted 6 personal leave days. Unused personal leave days will roll into the Assistant Superintendent's accumulated sick leave.

c. Sick Leave and Retirement Severance Pay.

In each school year of the 260 contracted days, the Assistant Superintendent shall be granted 6 sick leave days. Sick) leave days earned by the Assistant Superintendent while employed at the School Corporation roll over and accumulate from year-to-year.

Upon retirement, the Board will pay to the Assistant Superintendent as retirement severance of \$50.00 for each accumulated and unused sick leave day and \$1.00 for every year of service she has provided to the School Corporation. The Assistant Superintendent must have 15 years of service with the School Corporation and be at least 50 years of age at the time of retirement to be eligible for this retirement severance benefit.

d. Other Paid and Unpaid Leave.

In each school year of the 260 contracted days, the Assistant Superintendent shall be granted any paid and/or unpaid leave that is required by state or federal law. The Assistant Superintendent shall also be granted any paid and/or unpaid leave that is authorized by the Board's policies then in force for its administrative employees, including the Board's recognized

legal holidays each school year.

e. Health, Vision, and Dental Insurance.

The Corporation will credit or pay the Assistant Superintendent with an additional amount that is equivalent to the amount of the premium (minus \$1.00) of the Corporation health, vision and dental insurance plans selected by the Assistant Superintendent, with an additional amount the Assistant Superintendent may use to purchase Section 125 benefits or to take as additional wages as elected by the Assistant Superintendent. All amounts paid under this provision are reported to the Indiana State Teacher Retirement Fund for purposes of calculating the Assistant Superintendent's retirement benefit in accordance with applicable law.

f. Term Life Insurance.

The Board will provide to the Assistant Superintendent a term life insurance policy with a face value equal to \$100,000.00. The Assistant Superintendent shall contribute \$1.00 annually toward the cost of the premium for such term life insurance.

g. Long Term Disability Insurance.

The Assistant Superintendent may participate in the School Corporation's long-term disability plan under the same terms and conditions as all other administrators. The Board will pay all but \$1.00 of the cost of the premium for such long-term disability insurance for the Assistant Superintendent.

h. ISTRF Employee Contribution.

The Board will make any contribution to the Indiana State Teacher's Retirement Fund that would otherwise be required to be paid by the Assistant Superintendent.

i. 403(b) Annuity Plan

The Corporation shall pay annually to the Assistant Superintendent a minimum additional salary amount that is equal to the annual maximum amount established by the IRS for the applicable Contract year, including any catch-up amount, that the Assistant 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 Assistant Superintendent. All amounts paid to the Assistant 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 (l:>) and reported to the Indiana State Teacher Retirement Fund for purposes of calculating the Assistant Superintendent's retirement benefit. Unless and until the Assistant Superintendent completes an applicable salary reduction agreement, any payment made pursuant to this provision shall be paid as additional wages to Assistant Superintendent less applicable income and employment tax withholdings.

j. 401(a) Annuity Plan.

The Corporation contributes annually into a 401(a) plan on behalf of the Assistant Superintendent an amount equal to 3% of the Assistant Superintendent's annual base salary in effect during the applicable Contract year in which the contribution is made.

k. Business and Professional Expenses.

The Board will pay on behalf of the Assistant Superintendent all business and professional expense approved by the Board.

I. Additional Compensation for Education.

The Assistant Superintendent will receive the same one-time payment of \$30.00 for every education credit hour she has earned above a master's degree (which is the same benefit that is provided to other similarly situated certified employees of the Corporation).

m. Other Benefits.

The Assistant Superintendent will be entitled to all other benefits established by the Board for all other administrative employees and teachers of the School Corporation provided such benefits are not in conflict with the terms of this Contract. To the extent the benefits for other administrative employees and teachers conflict with or duplicate a benefit provided by this Contract, then this Contract shall control and the benefit provided by this Contract shall be the benefit provided to the Assistant Superintendent.

4. Contract Cancellation.

The parties agree that the three alternative cancellation provisions set forth in this paragraph shall be the sole and exclusive means by which this Contract and the Assistant Superintendent's basic teacher contract may be cancelled (i.e., terminated) prior to the expiration date.

a. Cancellation Option 1 – The Board:

- (i) initiates cancellation for cause for one or more of the statutory reasons for cancellation of a teacher contract contained in Indiana law, and
- (ii) gives the Assistant Superintendent written notice of its intent to cancel the Assistant Superintendent's Contract for cause and provides the Assistant 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.

(iii) If the Assistant 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 Assistant Superintendent's Contract, then the Board will issue written findings that one or more of the statutory reasons for cancellation of a teacher contract contained in Indiana law exist.

(iv) If the Board votes to cancel the Assistant Superintendent's Contract for cause, then the Assistant Superintendent shall be entitled to no further salary or benefits unless such compensation is otherwise required to be offered or paid by law.

b. Cancellation Option 2 – The Board:

(i) Follows this no-fault cancellation procedure:

- A) Provides the Assistant Superintendent with at least thirty (30) days written notice that it intends to cancel the Assistant Superintendent's Contract without a finding of fault;
- B) affords the Assistant Superintendent an opportunity for a private conference with the Board in executive session. The purpose of a private conference, if requested by the Assistant Superintendent, will be to provide the Assistant Superintendent an opportunity to present information and reasons why cancellation is unwarranted, and an opportunity for the Board to reconsider whether or not the cancellation is in the best interests of the School Corporation;
- C) Following the private conference, unless the Board has decided against cancellation of the Assistant Superintendents Contract, the Board will provide the Assistant Superintendent an opportunity to resign; and

D) After giving the Assistant Superintendent an opportunity to resign, the Board may cancel the Assistant Superintendent's Contract, without cause, by a majority vote of the Board taken at a public meeting; and

ii. then, after applying the above no-fault cancellation procedure, the School Corporation will provide separation benefits to the Assistant Superintendent in an amount equal to the Assistant Superintendent's annual base salary that is in effect at the time of separation (subject to the monetary cap set forth in Indiana Code) or the remaining amount of base salary due under the Assistant Superintendent's Contract, whichever amount is less.

(c) Cancellation Option 3 – The Board and the Assistant Superintendent mutually agree in writing to cancel the Assistant Superintendent's Contract.

5. **Reassignment.**

The Board agrees that it shall not reassign the Assistant Superintendent to a new position or to new duties without mutual written agreement of the Assistant Superintendent and the Board.

6. **Defense and Indemnification.**

The Board agrees to provide the Assistant Superintendent with legal counsel selected and paid for by the Board and to defend and indemnify and held the Assistant Superintendent harmless for all claims, demands and judgments arising out of the performance of the duties of the Assistant Superintendent to the fullest extent permitted by law.

7. **Entire Agreement, Contract Amendments and Contract Construction.**

The parties agree that each has had the opportunity to obtain assistance of counsel in the process of negotiating the terms of this Contract and sufficient time to consider and understand the terms of this Contract. This Contract and the Assistant Superintendent's basic teacher's contract contain entire agreement of the parties with respect to the employment of the Assistant

Superintendent. Any modification or amendment to this Contract must be approved in writing by both the Assistant Superintendent and the Board and in accordance with law. For purposes of the construction and interpretation of this Contract, both parties participated in the drafting of this Contract and neither party shall be considered the drafter of this Contract or any particular language contained in this Contract.

Agreed this 12th day of December, 2023.

ASSISTANT SUPERINTENDENT

MOORESVILLE CONSOLIDATED SCHOOLS

BOARD OF SCHOOL TRUSTEES

By: 

Dr. Patrick Biggerstaff

By: 

Dr. William Roberson, Board President

Attest:

By: 

Mr. Tim Cummins, Board Secretary