

NOTICE OF PUBLIC HEARING

The Board of School Trustees of the Center Grove Community School Corporation will hold a meeting on Thursday, November 21, 2013 at 7:00 p.m. in the Board Room at 4800 West Stones Crossing Road, Greenwood, IN 46143, for the purpose of discussing and receiving public input on a proposed contract between the Board of School Trustees and Superintendent Rich Arkanoff.

This notice along with the proposed contract will be posted on the Center Grove Community School Corporation's website. After the hearing the Board of School Trustees will consider the input and then it will consider the proposed contract as an agenda item for consideration at its board meeting on Thursday, December 5, 2013 at 6:00 p.m.

Summary of Contract Changes

1. **Current language:** Contract is from July 1, 2012 through June 30, 2015.
Proposed language: Contract will be from July 1, 2013 through June 30, 2016.
2. **Current language:** Salary of \$157,622.00.
Proposed language: Salary of \$187,622.00 with the increase being based upon the Superintendent's evaluation rating and leadership.

Summary of Other Contract Provisions That Do Not Change

3. The term is a rolling two year contract unless notice of nonrenewal is given.
4. Health, dental, and vision insurance will be available with the district and the Superintendent paying the same amount of premium as all other administrators.
5. The School Corporation will contribute 1.5% of the Superintendent's annual salary into a 403(b) retirement plan. The School Corporation will contribute an additional \$5,000.00 into a 403(b) retirement plan of each contract year.
6. The Superintendent may participate in the long term disability plan under the same terms as other administrators.
7. The School Corporation will pay both the corporation share and the employee share into the Indiana State Teacher Retirement Fund.
8. The School Corporation will provide a cell phone and an internet card.
9. The Superintendent will work 229 days annually, with no vacation days.

10. The Superintendent may transfer 5 sick days per year from his previous employer, up to a maximum of 56. At the end of his contract, the Superintendent will receive no compensation for unused sick days.
11. The Superintendent will receive 5 personal days and 12 sick days per year.
12. The Superintendent will receive funeral leave under the same terms as other administrators.
13. The Superintendent will receive \$195,000 of term life insurance at a cost of \$1.00 per year.
14. The School District will pay up to \$1,000 per year in dues/fees for professional organizations.
15. The Board pays all reasonable expenses for the Superintendent to attend state and national conferences with advance approval from the Board to attend such conference(s).
16. Additional fringe benefits may be provided the Superintendent if the fringe benefit is provided for other employees of the School Corporation.
17. The School Board will evaluate the Superintendent annually.
18. The School District will reimburse the Superintendent for business travel at the standard IRS rate.
19. Three termination options if the contract is cancelled prior to the expiration of its term.
20. Indemnification provisions in connection with incidents arising within the scope of the Superintendent's employment.

**CENTER GROVE COMMUNITY
SCHOOL CORPORATION ADDENDUM FOR THE
SUPERINTENDENT OF SCHOOLS BASIC CONTRACT**

The Board of School Trustees of the Center Grove Community School Corporation (the “Board”) and Richard Arkanoff, Superintendent of Schools (the “Superintendent”), based on the mutual interest of the Center Grove Community School Corporation (the “School Corporation”) and of the Superintendent, to more completely and precisely define the employment relationship of the Superintendent with the School Corporation and the Board, agree to this Superintendent of Schools Basic Contract Addendum (the “Addendum”) as follows:

1. Annual Salary and Contract Term. The School Corporation agrees to employ Rich Arkanoff as the Superintendent of Schools for the term of this Addendum from July 1, 2013 through June 30, 2016. Effective July 1, 2013, the School Corporation agrees to pay the Superintendent annual compensation of One Hundred Eighty Seven Thousand Six Hundred Twenty-Two Dollars (\$187,622.00). This salary increase is based upon the following two statutory factors for performance based pay: (a) the Superintendent’s evaluation rating, and (b) leadership.

Effective July 1, 2014, if the Board does not provide written notice of non renewal to the Superintendent by August 1st of each year of this Addendum thereafter, the Addendum shall result in a continuous two year contract, unless written notice is provided as set forth above, or the Superintendent of Schools Basic Contract and this Addendum are non renewed or cancelled in accordance with the provisions in this Addendum.

2. 403(b) Plan. The School Corporation agrees to contribute one and one half percent (1.5%) of the Superintendent’s annual compensation set forth in paragraph 1 into an Internal Revenue Code Section 403(b) plan (the “403(b) plan”) for each year of employment for the Superintendent. The Board will make an additional annual contribution of Five Thousand Dollars (\$5,000.00) into the Superintendent’s 403(b) plan in June of each contract year beginning in June 2014, with each annual contribution thereafter being made in June of each subsequent contract year. The same 403(b) plan vesting requirements that apply to other administrators of the School Corporation shall also apply to the Superintendent.

3. Health, Dental and Vision Insurance and Long Term Disability Insurance. The Superintendent has opted to not participate in the School Corporation’s health, dental and vision insurance plans (the “insurance plans”). The Superintendent understands that under the terms of the School Corporation’s insurance plans there is no open enrollment and that he will therefore not have the opportunity to opt into the insurance plans at a later date absent a HIPAA qualifying reason. In the event a HIPAA qualifying reason would occur and the Superintendent would then choose to enroll in the School Corporation’s health, dental and/or vision insurance plans, the Superintendent agrees to pay the same premiums as other administrators and participate in the plans under the same terms and conditions applicable to other administrators.

The Superintendent may participate in the School Corporation's long term disability insurance plan under the same terms and conditions applicable to all other administrators in the School Corporation.

4. Indiana State Teachers' Retirement. The School Corporation agrees to contribute the employer's share of retirement as is specified by Indiana law into the Superintendent's Indiana State Teachers' Retirement Fund account for the term of this Addendum. The School Corporation will also pay the Superintendent's employee's share of retirement to the Indiana State Teachers' Retirement Fund for the period of time covered by this Addendum.

5. Cellular Telephone and Internet Card. The School Corporation agrees to provide a cellular telephone with e-mail capability and an Internet card to the Superintendent for business use.

6. Contracted Work Days. The Superintendent agrees to work 229 days in each twelve-month period between July 1 and June 30 in each contract year of this Addendum. Except as provided in paragraphs 7 and 8 of this Addendum, the parties acknowledge that the Superintendent has opted to forego receiving vacation days and other paid leave days provided to other administrators and certificated personnel in the School Corporation.

7. Transfer of Sick Leave Days from Previous Employer. The Superintendent had 56 accumulated and unused sick leave days from his previous employer when he commenced employment with the School Corporation on July 1, 2011. The Superintendent shall be entitled to transfer five (5) unused sick leave days from his previous employer each year beginning July 1, 2011, which shall be considered the Superintendent's sick leave bank, until either all such sick leave days have been transferred from his previous employer or the Superintendent's employment with the School Corporation terminates, whichever occurs first. The Superintendent shall be permitted to use these sick leave days only if he, his spouse, his children or his parents is sick unless the Board approves that the Superintendent may use his sick leave days for other reasons. 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 School Corporation (whether for retirement or any other reason), the Superintendent shall not receive compensation for any unused and accumulated sick leave days remaining in his sick leave bank.

8. Personal Leave Days, Sick Leave Days and Funeral Leave Days. The School Corporation agrees to provide the Superintendent five (5) personal leave days in each contract year during the term of this Addendum. If all personal leave days are not utilized in the year they are received, then the Superintendent may carry over and accumulate any unused personal days to the following contract year, subject to the maximum bank cap set forth herein, which shall be considered the Superintendent's personal leave day bank. The Superintendent's bank of accumulated and unused personal leave days shall never exceed ten (10) days. All unused personal leave days in excess of the ten (10) day bank cap shall be lost. Upon the Superintendent's termination of

employment with the School Corporation (whether for retirement or any other reason), the Superintendent shall not receive compensation for any unused and accumulated personal leave days remaining in his personal leave bank.

The School Corporation also agrees to provide the Superintendent twelve (12) sick leave days each year under the same terms and conditions that apply to all other administrators within the School Corporation who receive annual sick leave days. The sick leave days granted to the Superintendent under this provision are in addition to the sick leave days that the Superintendent is permitted to transfer from his former employer under paragraph seven (7) of this Addendum.

The School Corporation also agrees to provide to the Superintendent funeral leave days under the same terms and conditions applicable to all other administrators in the School Corporation.

9. Term Life Insurance. The School Corporation agrees to provide the Superintendent a term life insurance policy with a face value equal to \$195,000.00. The Superintendent shall contribute \$1.00 annually toward the cost of the premium for such term life insurance.

10. Dues/Membership Fees for Professional Organizations. The Board agrees to pay up to a maximum of \$1,000.00 in each contract year toward professional dues or membership fees for professional organizations that the Superintendent desires to join, provided the Superintendent receives advance approval from the Board prior to joining such professional organization(s).

11. State and National Conferences. The Board agrees to pay all reasonable expenses (which is determined in the sole discretion of the Board) for the Superintendent to attend state and national conferences to enhance his professional skills and knowledge, provided the Superintendent receives advance approval from the Board to attend such conference(s).

12. Additional Fringe Benefits. Additional fringe benefits may be provided the Superintendent if the fringe benefit is provided for other employees of the School Corporation, is specifically approved by the Board to be provided to the Superintendent and is not inconsistent with the terms of this Addendum.

13. Job Duties of the Superintendent. 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. In addition, the Superintendent shall, during the term of this Addendum, hold and maintain such state licenses and certifications as may be applicable or required, and shall devote his full working time to the performance of his duties as Superintendent. If the Superintendent desires to engage in outside employment or consulting, then he agrees he will not do so without obtaining prior Board approval.

14. Evaluation of the Superintendent. The Board will review the Superintendent's performance no less than annually each year.

15. Mileage Reimbursement. The Board agrees to reimburse the Superintendent for mileage associated with business travel at the standard rate approved by the Internal Revenue Service.

16. Contract Cancellation. The parties agree that the three alternative termination provisions set forth in this paragraph shall be the sole and exclusive means of cancelling the Superintendent of Schools Basic Contract and this Addendum (hereafter collectively referred to as the "Superintendent's Contracts") prior to their expiration date. Any of the following three alternatives (a, b or c) may be utilized by the Board at the Board's sole discretion to terminate the Superintendent's Contracts before their expiration date:

(a) Termination 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 IC 20-28-7.5-1(e); 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.
- (iii) 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 of a teacher contract contained in IC 20-28-7.5-1(e) exist.

(b) Termination Option 2—The Board may elect to cancel the Superintendent's Contracts without cause by giving not less than a twelve (12) month advance written notice to the Superintendent. However, no such elective Board cancellation notice under this provision may be given to the Superintendent sooner than six (6) months following the commencement of the term of any newly elected school board member. If the Board elects to cancel the Superintendent's Contracts without cause pursuant to this provision, no compensation or benefits which accrue subsequent to the twelve (12) month anniversary of the date such written notice is given shall be

owed the Superintendent. The School Corporation and the Superintendent may mutually agree to waive or shorten the notice period required for elective Board cancellation under this provision.

Upon receiving the Board cancellation notice set forth above, the Superintendent has thirty (30) days to request a conference with the Board. If the Superintendent requests a conference with the Board, then such request shall be submitted in writing to the Board President. Upon the Board President's receipt of the Superintendent's request for a conference, the Board shall hold a conference with the Superintendent within ten (10) days unless the parties mutually agree otherwise.

If the Board cancels the Superintendent's Contracts pursuant to this provision, then the Superintendent shall submit his resignation as Superintendent and teacher effective on the cancellation date and the Board will accept such resignation at its next regularly scheduled meeting. The Superintendent and the Board will refer to the reason for such resignation as "philosophical differences" or such other description as the Board and Superintendent shall mutually agree.

If the Superintendent desires to request to the Board that his Superintendent's Contracts be cancelled, then the Superintendent must give the Board at least sixty (60) days written notice prior to the effective date when such cancellation would become effective.

- (c) Termination 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 Contracts 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 Contracts pursuant to this provision.

17. Indemnification. The Board shall defend, hold harmless, and indemnify the Superintendent 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.

18. Severability. The Superintendent and the Board stipulate and agree that all clauses and provisions of this Addendum are distinct and severable, and the Superintendent and Board understand, and it is their intent, that in the event this Addendum is ever held to be invalid or unenforceable (in whole or in part) as to any particular provision herein, all other provisions shall remain fully valid and enforceable.

19. Non-waiver. The waiver by the Parties, or either of them, of a breach of any provision of this Addendum shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by the School Board (after approval in a public meeting) and the Superintendent.

20. Entire Agreement. The Superintendent Contracts constitute the complete agreement between the Parties with regard to the subject matter addressed herein, shall supersede any and all previous agreements and/or commitments, whether oral or written, between the Parties and shall not be amended or modified absent an agreement signed by both Parties. The Parties further agree that no verbal or other statements, discussions, or impressions, other than those provisions contained in the Superintendent Contracts, have been relied upon by either party in executing this Addendum.

This Superintendent of Schools Basic Contract Addendum is agreed upon and entered into this _____ day of _____, 2013.

SUPERINTENDENT

THE BOARD OF CENTER GROVE
COMMUNITY SCHOOL
CORPORATION

Richard Arkanoff

Jack Russell, Board President

Scott Alexander, Vice President

Carol Tumey, Secretary

Adam Norman, Member

Rob Richards, Member