

**NOTICE OF PUBLIC HEARING ON AMENDMENT TO SUPERINTENDENT’S CONTRACT
AND ADDENDUM TO SUPERINTENDENT’S CONTRACT**

Nineveh-Hensley-Jackson United School Corporation
Administration Building
802 S. Indian Creek Drive
Trafalgar, IN 46181

The Nineveh-Hensley-Jackson United School Corporation Board of School Trustees will meet to discuss and hear objections to and support of a proposed Superintendent’s Contract and Addendum to Superintendent’s Contract on **January 22, 2024 at 7:00pm** at the Large Group Instruction Room located at the Indian Creek Middle School, 801 W. Indian Creek Drive, Trafalgar, IN 46181. The Superintendent’s Contract and Addendum to Superintendent’s Contract is as follows:

Dr. Prusiecki’s Regular Teacher’s Contract

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 20-8-6-4(b).

This regular teacher contract (“Contract”) is by and between the governing body of the **Nineveh-Hensley-Jackson United School Corporation** (“Corporation”) and **Dr. Matthew Prusiecki** (“Teacher”). **Dr. Matthew Prusiecki** is a teacher as defined in Ind. Code 20-18-2-22.

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

1. The Teacher shall teach in the schools of the Corporation for the school term, beginning **February 13, 2024** and ending on **June 30, 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 **867** days. Ind. Code 20-28-6-2(a)(3)(B)
3. The number of hours per day the Teacher is expected to work under this Contract is **8.50**. 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 **\$153,700.00** during the school year. Ind. Code 20-28-6-2(a)(3)(C)
5. The Corporation shall pay this amount in **26.00** 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 cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 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 _____ day of _____, 20__.

Teacher

School Corporation by:

President

Attested:

Superintendent

Secretary

Nineveh-Hensley-Jackson United School Corporation
Superintendent's Contract
Additional Terms

These additional terms of contract are an addendum to the Regular Teacher's Contract between the governing body of the Nineveh-Hensley-Jackson United School Corporation (NHJ) and Superintendent.

WHEREAS, the governing body of the Nineveh-Hensley-Jackson United School Corporation desires to employ **Dr. Matthew Prusiecki** as Superintendent of the Nineveh-Hensley-Jackson United School Corporation for an initial term of eight hundred sixty-seven (867) days commencing February 13, 2024, through June 30, 2026, and, subject to the provisions of Paragraph 2, to establish a renewal term of three hundred sixty-five (365) days commencing July 1, 2026, through June 30, 2027.

WHEREAS, the governing body of the Nineveh-Hensley-Jackson United School Corporation and Dr. Matthew Prusiecki (Superintendent) wish to identify with specificity the terms and conditions of said employment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, NHJ and Dr. Matthew Prusiecki now do agree as follows:

1. Initial Term: The initial term of this agreement shall be for a term of 867 days commencing February 13, 2024, through June 30, 2026. Superintendent shall provide services hereunder on at least one hundred (100) days from February 13, 2024, to June 30, 2024, with a workday being 8.50 hours per day. Said one hundred (100) days shall include vacation days, sick days, personal-leave days, and holidays. Thereafter, Superintendent shall provide services hereunder on at least two hundred sixty (260) days per year commencing on July 1, 2024. Said 260 days shall include vacation days, sick days, personal-leave days, and holidays, each year thereafter during the initial term and the renewal term of this agreement, with a workday being 8.50 hours per day. Superintendent's duties shall be to act as Superintendent of NHJ during the term of this agreement and to provide services as required by law and as may be reasonably required of him by the governing body of NHJ. Superintendent agrees that at all times while he is employed pursuant to this agreement, he will fully meet all qualifications for the position of

Superintendent, including, but not limited to, maintaining a license from the State of Indiana for the position of Superintendent.

2. Renewal Term: This contract shall be renewed for a period of three hundred sixty-five (365) days commencing on July 1, 2026, to and including June 30, 2027, unless either party provides written notice to the other party of the party's intent not to renew this agreement at least ninety (90) days prior to the expiration of the initial term. During the renewal term, Superintendent shall provide services hereunder on at least two hundred sixty (260) days per year commencing on July 1, 2026. Said 260 days shall include vacation days, sick days, personal-leave days, and holidays during the renewal term of this agreement, with a workday being 8.5 hours per day. Superintendent's duties shall be to act as Superintendent of NHJ during the renewal term of this agreement and to provide services as required by law and as may be reasonably required of him by the Governing Body of NHJ. Superintendent agrees that at all times while he is employed pursuant to this agreement, he will fully meet all qualifications for the position of superintendent, including but not limited to, maintaining a license from the State of Indiana for the position of superintendent.

3. Superintendent's salary shall be Five Hundred Ninety-One Dollars and 15/100 (\$591.15) per day commencing on February 13, 2024, to and including June 30, 2024. Thereafter, Superintendent's salary shall be One Hundred Fifty-Three Thousand Seven Hundred Dollars (\$153,700.00) per year for the remainder of the initial term and for the renewal term. Nothing herein contained shall prohibit NHJ and Superintendent from agreeing to a greater amount of compensation for years subsequent to June 30, 2024.

4. Between February 13, 2024, and June 30, 2024, Superintendent shall receive nine (9) vacation days, five (5) sick days, and two (2) personal-leave days. Thereafter, during the initial term and the renewal term, Superintendent shall receive fourteen (14) vacation days per year, fourteen (14) sick days per year, and four (4) personal-leave days per year. For the period of February 13, 2024, to June 30, 2027, Superintendent shall receive one (1) paid holiday. Thereafter, during the initial term and the renewal term, Superintendent shall receive eight (8) paid holidays per year. Personal-leave days accumulated but unused prior to July 1st of any year shall be considered sick days for the succeeding year. Superintendent may bring with him three

hundred fourteen (314) sick days from his prior employment. Of the total number of sick days transferred from Superintendent's prior employment, one hundred fifty (150) days shall be considered NHJ sick days. The remaining one hundred sixty-four (164) sick days shall be considered "banked" sick days. During the initial term and renewal term of this agreement, NHJ sick days shall not exceed one hundred ninety (190) days determined as of June 30th of each year. Additional NHJ sick days accumulated in excess of one hundred ninety (190) days shall be bought-out at a flat rate of One Hundred Dollars (\$100.00) per day, payable to Superintendent during the month of July following the June 30th calculation date. Upon separation of employment from NHJ, NHJ will buy-out up to one hundred ninety (190) sick days at the flat rate of One Hundred Dollars (\$100.00) per day. Payment for sick days upon separation from employment with NHJ will occur within the time period set forth in Paragraph 17, subject to the limitations contained in Paragraph 16. All payments for bought-out sick days, either annually or upon separation of employment from NHJ, shall be paid to a 401A account or similar plan as designated by Superintendent. If Superintendent has worked a minimum of seventy-five percent (75%) of two hundred sixty (260) days per year commencing July 1, 2024, unused vacation days accrued during that year shall be bought-out by NHJ at the rate of Five Hundred Ninety-One Dollars and 15/100 (\$591.15) per day. If Superintendent has worked less than seventy-five percent (75%) of two hundred sixty (260) days per year commencing July 1, 2024, there will be no buy-out of unused vacation days and the days will be forfeited. Payment for bought-out vacation days shall be made to Superintendent in July following the date of calculation of unused vacation days. Up to twenty (20) days of the one hundred sixty-four (164) banked sick days shall be bought-out by NHJ at the rate of One Hundred Dollars (\$100.00) per day calculated and payable annually in the same manner as NHJ unused sick days.

5. Medical & Dental Insurance: NHJ will pay one hundred percent (100%) of Superintendent's family plan, medical and dental insurance.

6. Health Reimbursement Account (HRA): NHJ will reimburse Superintendent's health reimbursement account in an amount not to exceed Nine Hundred Twenty-Three Dollars (\$923.00) for the period commencing February 13, 2024, to and including June 30, 2024. Thereafter, NHJ will reimburse Superintendent's health reimbursement account in an amount

not to exceed Two Thousand Four Hundred Dollars (\$2,400.00) per year commencing July 1, 2024.

7. Vision and Long Term Disability: NHJ will pay one hundred percent (100%) of Superintendent's family plan, vision health insurance. NHJ will pay all but One Dollar (\$1.00) per year of Superintendent's long term disability insurance. Superintendent shall pay One Dollar (\$1.00) per year for his long term disability insurance.

8. Life Insurance & Accidental Death and Dismemberment: Superintendent currently has life and accidental death and dismemberment insurance paid through July 11, 2024. Superintendent shall maintain that insurance until it expires. Commencing July 12, 2024, and continuing through the initial term and renewal term, NHJ will purchase for the benefit of Superintendent life and accidental death and dismemberment insurance in the amount of Four Hundred Fifty Thousand Dollars (\$450,000.00).

9. Superintendent shall not participate in the Indiana Teacher's Retirement Fund.

10. Superintendent shall be evaluated by the governing body of the Nineveh-Hensley-Jackson United School Corporation based upon developed goals and achievement of those developed goals, annually on December 1st.

11. In addition to the salary stipulated herein, it is further agreed that Superintendent will be paid during the initial term and renewal term of this Contract mileage at the IRS approved rate per mile for travel expenses as approved by the Board.

12. If allowed by the Indiana State Board of Accounts, actual expenses may be reimbursed if itemized and claimed. These expenses must represent the actual cost of necessary education and professional conferences, meetings, appearances, and trips outside the School Corporation, when authorized or required by the Governing Body of Nineveh-Hensley-Jackson United School Corporation. If approved in advance by the Governing Body of Nineveh-Hensley-Jackson United School Corporation and permitted by the Indiana State Board of Accounts, the Corporation shall either pay or reimburse Superintendent for the costs of dues for memberships in professional organizations and the cost of subscriptions to professional publications, such as, but not limited to, *IAPSS*, *AASA* and *IASBO*.

13. NHJ shall reimburse Superintendent for cell phone usage in the amount of One Hundred Fifty Dollars (\$150.00) per month.

14. Superintendent shall be covered on all existing policies of insurance now in force. This shall include, but not necessarily be limited to, professional liability insurance coverage, errors and omissions, and coverages relating to administrators and the Governing Body for official acts. Furthermore, in the event a claim is made or suit is brought against Superintendent based upon things done or losses occurring during the course of and within the scope of Superintendent's employment as Superintendent for NHJ by a party other than NHJ, then NHJ will defend said claim and hold Superintendent harmless on any judgment entered thereon.

15. All requirements of IC 20-28-8-7 as now in existence or as may be hereafter amended shall apply regarding renewal, non-renewal, and/or termination of this Contract or any renewals, extensions, amendments, or modifications thereto.

16. If Superintendent is dismissed or resigns in lieu of being dismissed because of immorality or behavior with the School Board determines amounts to the commission of a criminal offense, regardless of whether the Superintendent is actually charged, prosecuted or convicted, the Superintendent will not be eligible to receive sick day buy-out compensation.

17. Superintendent must notify the School Board in advance before any sick day buy-out occurring as a result of Superintendent's separation from employment with NHJ is payable. Failure to do this does not eliminate the sick day buy-out compensation, but a one (1) year notice is necessary due to budget and availability of funds. The Corporation may choose to spread out the payment of sick day buy-out compensation payable upon Superintendent's separation from employment with NHJ over a five (5) year period commencing upon the date of Superintendent's separation from employment with NHJ.

18. Performance Stipends: During the initial term and renewal term of this agreement Superintendent will receive the following performance stipends determined as of June 30th of each year:

- (a) Effective rating, Five Hundred Dollars (\$500.00).
- (b) Highly effective rating, One Thousand Dollars (\$1,000.00).

- (c) If any NHJ building receives a 4-star rating, Five Thousand Dollars (\$5,000.00).
- (d) If NHJ receives a national blue ribbon, Seven Thousand Five Hundred Dollars (\$7,500.00).

This Contract is signed on _____, goes into effect on February 13, 2024.

SUPERINTENDENT OF THE
NINEVEH-HENSLEY-JACKSON
UNITED SCHOOL CORPORATION

BOARD OF DIRECTORS OF THE
NINEVEH-HENSLEY-JACKSON
UNITED SCHOOL CORPORATION

Dr. Matthew Prusiecki, Superintendent

Greg Waltz, President

ATTEST:

Amy Woodrum, Secretary

The Superintendent’s Contract, together with the Addendum, will be available for viewing on the Nineveh-Hensley-Jackson United School Corporation’s website and will be presented and discussed at a public hearing to be held on **January 22, 2024 at 7:00pm** at the Large Group Instruction Room located at the Indian Creek Middle School, 801 W. Indian Creek Drive, Trafalgar, IN 46181. At the hearing, the Board of School Trustees will consider input received from the public and other interested parties.

Adoption of the proposed Contract and Addendum to the Contract will be considered as an agenda item at a regular meeting of the Nineveh-Hensley-Jackson United School Corporation’s Board of School Trustees to be held on **February 13, 2024 at 7:00pm** at the Large Group Instruction Room located at the Indian Creek Middle School, 801 W. Indian Creek Drive, Trafalgar, IN 46181.

01/11/2024

NINEVEH-HENSLEY-JACKSON
UNITED SCHOOL CORPORATION
BOARD OF SCHOOL TRUSTEES
/s/ Amy Woodrum, Secretary

c/o Roger A. Young, #1454-41
Young and Young
40 W. Court St., Suite D
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