

January 26, 2017

On August 16, 2016, the MSD School Board voted 3-1 to end the automatic rollover clause of the Superintendent contract. The contract is in place until June 30, 2021.

Brad Gardner,  
Board President

**Employment Contract**  
**Between**  
**Brent A. Wilson**  
**and the**  
**Board of School Trustees**  
**Metropolitan School District**  
**of Steuben County**

**400 South Martha Street**  
**Angola, Indiana 46703**

cc: BM & BW  
06/20/12

By mutual consent of the parties in this manner permitted by Indiana Code 20-28-8-6, this contract replaces the basic teacher contract for the employment of Dr. Brent A. Wilson as Superintendent by the Board of School Trustees of the Metropolitan School District of Steuben County. This contract extension is made and entered into at Angola, Indiana, this nineteenth day of June, 2012.

WHEREAS, the School Board desires to provide Dr. Wilson with a written employment contract in order to enhance administrative stability and continuity within the school corporation, which the School Board believes improves the quality of its overall educational program; and WHEREAS, the School Board and Dr. Wilson believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational programs of the school corporation:

NOW, THEREFORE, the School Board and Dr. Wilson, for the consideration specified, agree as follows:

## **I. TERM**

The Board, in consideration of the promises herein contained, hereby extends the employment of Brent A. Wilson as Superintendent of Schools. This contract shall rollover and add one additional year each June 30<sup>th</sup> resulting in a continuous five (5) year contract unless the Board President, based upon evaluation by the Board, presents in writing to Dr. Wilson before July 1<sup>st</sup> that the contract will no longer automatically rollover.

## **II. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES**

- A. **CERTIFICATION. SUPERINTENDENT** shall hold a valid Superintendent's certification issued by the State of Indiana.
- B. **DUTIES. SUPERINTENDENT**, in consideration of his employment and the salary and other sums and benefits to be provided to him by the Board, hereby accepts said employment on the terms and conditions herein contained and promises and agrees he will act as the Chief Executive Officer. He will faithfully perform all the duties imposed upon him applicable to this school district by the laws of the State of Indiana, and the rules, regulations and directives promulgated by any Board Commission, or other agency of the State of Indiana, and all proper directives of the Superintendent of Schools and the Board of School Trustees. He shall perform all duties incident to the office of the Superintendent. All duties assigned to the Superintendent by the Board should be appropriate to and consistent with the professional role and responsibility of the Superintendent.

### **C. OUTSIDE ACTIVITIES.**

Dr. Wilson shall devote his time, attention and energy to the business of the school district. However, he may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities, and speaking engagements, and engage in other activities that are of a short-term duration. He may choose to use vacation or personal days to perform outside activities. Honoraria paid to Dr. Wilson in connection with these activities shall be retained by him.

### **III. COMPENSATION**

As annual base compensation, the School Board shall pay Dr. Wilson a salary of one hundred thirty three thousand dollars (\$133,000) for each employment year. Effective each July 1<sup>st</sup>, Dr. Wilson's contract salary will be automatically indexed by the same percentage that is used to increase the other Administrative salaries including all stipend payments. The annual salary rate shall be paid to Dr. Wilson in installments in accordance with other 12-month administrative employees.

### **IV. PROFESSIONAL/BUSINESS EXPENSES**

The Board encourages the continuing professional growth of Dr. Wilson through his participation, in light of his responsibilities in:

- A. the operations, programs, and other activities conducted or sponsored by local, state, and national educational, school administration, and other educational organizations. The Board shall pay Dr. Wilson's membership fees to appropriate local, state and national organization relating to his duties in the school corporation and which will help him to maintain his skills and will benefit the school district.
- B. seminars/courses offered by public/private educational institutions;
- C. informational meetings with other persons whose particular skills or backgrounds would serve to improve his capacity to perform his professional responsibilities for the school district; and
- D. visits to other institutions.

Dr. Wilson shall be paid expenses, as submitted by claim, in conducting the business of the school district, and shall be reimbursed for all approved expenses, as submitted by claim, for trips and professional growth activities in light of his responsibilities as Superintendent. All claims for expenses will be in compliance with rules and regulations prescribed by the State Board of Accounts. Dr. Wilson shall be provided with a bank credit card to be used for school business expenses.

## V. VACATION AND OTHER BENEFITS

- A. **VACATION.** Dr. Wilson shall be granted twenty (25) paid vacation days plus normal holidays including Spring, Thanksgiving, and Christmas breaks. Any of the twenty (25) vacation days not used by June 30 may be carried past June 30, but must be used by December 31 of that next year. Vacation days not used shall be added to his accumulated sick leave up to two hundred and sixty (260) days or paid for as salary (daily rate calculated as annual compensation divided by 260) at Dr. Wilson's option after June 30.
- B. **PERSONAL ILLNESS/FAMILY ILLNESS.** Fifteen (15) days per school year accumulating to a maximum of two hundred and sixty (260). Additional days may be granted for extended family illnesses. These days shall be deducted from accumulated personal illness days.
- C. **PERSONAL BUSINESS.** Five (5) days per year. Any of the personal days not used by June 30 may be carried past June 30, but must be used by December 31 of that next year. Personal days not used by December 31 of that next year shall be transferred to accumulated personal illness day at the end of the year.
- D. **BEREAVEMENT LEAVE.** Five (5) consecutive school days per occurrence of death of an immediate family member. In the case of the death of others, one (1) day per occurrence shall be granted to attend a funeral outside of Steuben County, and one-half (1/2) day per occurrence shall be granted to attend a funeral inside Steuben County.
- E. **OTHER LEAVES.** Requests for leaves of absences not listed above may be requested in writing for consideration by the Board.
- F. **INDIANA TEACHERS RETIREMENT FUND.** The employee's contribution shall be paid by the school district. The board shall also purchase on Dr. Wilson's behalf all available additional years of service in the Indiana Teacher's Retirement Fund pursuant to Ind. Code 5-10.2-3-1.2. The board shall also provide additional dollars for Dr. Wilson to make the maximum additional contributions to the Indiana Teacher's Retirement Fund pursuant to Ind. Code 5-10.2-3-2(c) or an equivalent amount each year into a fully vested\* 457(b) account at Dr. Wilson's option.
- G. **HEALTH INSURANCE.** The corporation shall pay an amount equal to all but \$1.00 towards a corporation single or family health insurance plan. At retirement, this arrangement shall remain in effect until Dr. Wilson is Medicare eligible.
- H. **DENTAL INSURANCE.** The corporation shall pay an amount equal to all but \$1.00 towards a corporation single or family dental insurance plan. At retirement, this arrangement shall remain in effect until Dr. Wilson is Medicare eligible.

- I. **VISION INSURANCE.** The corporation shall pay an amount equal to all but \$1.00 towards a corporation single or family vision insurance plan. At retirement, this arrangement shall remain in effect until Dr. Wilson is Medicare eligible.
- J. **LIFE INSURANCE.** Life insurance in an amount equal to twice (2X) the salary shall be provided by the school district minus one (1) cent per month employee contribution.
- K. **LONG TERM DISABILITY INSURANCE.** A long-term disability policy shall be provided by the school district minus one (1) cent per month employee contribution.
- L. **LIABILITY INSURANCE.** Professional Liability Insurance covering Superintendent shall be provided by the school district.
- M. **VEHICLE ALLOWANCE.** Dr. Wilson shall receive a vehicle allowance of \$950 per month. This allowance shall be paid as an addition to base salary on the regular payroll schedule. While he may not claim mileage while receiving this allowance, he may use the school corporation gas and or credit card for purchase of fuel for travel which he deems to be business related, as long as he maintains an accurate record of such travel.
- N. **401(a) CONTRIBUTION.** The Board shall contribute an amount equal to the maximum amount allowed by Internal Revenue Code to a 401(a) account sponsored by the Board approved vendor in the name of the Dr. Wilson for each year of employment. Dr. Wilson shall be fully vested\* in all nonelective contributions.
- O. **403(b) CONTRIBUTION.** The School Board shall contribute an amount equal to the maximum salary reduction contribution that Dr. Wilson may elect under Section 403(b) of the Internal Revenue Code for each year of employment. Dr. Wilson shall be fully vested\* in all elective deferrals.
- P. **MEDICAL SAVINGS ACCOUNT.** The School Board shall cause an amount equal to three (3) percent of Dr. Wilson's salary to be deposited each year into a medical savings account of Dr. Wilson's choice. Should such a plan not be available, the amount shall be paid as additional salary.
- Q. **DEFENSE AND INDEMNIFICATION.** The School Board agrees to provide the Superintendent with legal counsel selected and paid for by the School Board and acceptable to the Superintendent to defend, indemnify, and hold the Superintendent harmless for all claims, demands, and judgments arising out of the performance of his duties to the fullest extent permitted by law.

\* Fully vested includes all account balances paid as full survivorship benefits to Dr. Wilson's spouse and/or beneficiaries upon his death.

## **VI. MEDICAL EXAMINATION**

Dr. Wilson shall be required to submit to a complete physical examination annually. Any report of the medical examination shall be given directly and exclusively by the examining physician to the School Board. Any such report concerning the ability of Dr. Wilson to perform his duties shall be confidential. The School Board shall pay for the costs of the medical examination over and above any coverage by the School District's health insurance.

## **VII. EVALUATION**

The School Board shall evaluate and assess in writing the performance of Dr. Wilson at least once a year during the term of this contract. This evaluation and assessment shall be reasonably related to Dr. Wilson's professional responsibilities. This evaluation shall be prior to June 30 of each school year and prior to the extension of Dr. Wilson's contract. If the School Board desires not to extend the contract of Dr. Wilson, he will be notified in writing no later than June 30. All provisions other than the length of the contract shall remain the same upon extension unless the parties specifically agree in writing to the modification of a term.

## **VIII. TERMINATION OF EMPLOYMENT CONTRACT**

This contract may be terminated by:

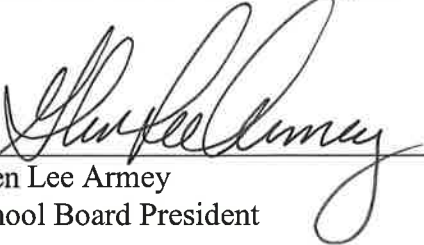
- a. Mutual agreement of the parties.
- b. Retirement of the Superintendent, notice of which shall be given to the Board of School Trustees at least six (6) months prior to the retirement date. The Board shall waive the six (6) month notice requirement if the Superintendent elects to retire because of serious health problems.
- c. Dismissal for cause: The Superintendent's contract may be canceled by the School Board for conviction of any crimes provided by law for cancellation of a contract with a permanent teacher. The same procedure provided by law for cancellation of a contract with a permanent teacher shall apply for such convictions.
- d. Dismissal other than items (a), (b), or (c) above. With a one year written notice to the Superintendent, the School Board may terminate the contract of the Superintendent without cause; provided that, in such case, the School District shall pay Dr. Wilson, as severance pay, the aggregate salary and benefits he would have earned under the contract to the end date of this contract.
- e. Death of the Superintendent


IN WITNESS THEREOF, the School Board has caused this contract to be approved in its behalf by signature of its president, attested by the secretary. Dr. Wilson has approved this contract effective on the day and year specified below.

**Agreed this nineteenth day of June, 2012:**

BOARD OF SCHOOL TRUSTEES  
OF THE METROPOLITAN SCHOOL  
DISTRICT OF STEUBEN COUNTY:


SUPERINTENDENT OF SCHOOLS:

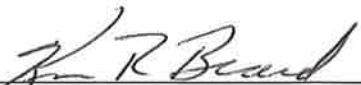
  
Glen Lee Arney  
School Board President

  
Brent A. Wilson  
Superintendent

  
Michael D. Holcomb  
School Board Vice President

  
Barbara Favourite  
School Board Secretary

  
Phillip-K. Meyers  
Board Member

  
Kevin R. Beard  
Board Member

This Contract was approved by vote of the Board of School Trustees at a public meeting duly held on June 19, 2012, and has been entered into the minutes. Said document is on file in the school district's Treasurer's Office.