

**REGULAR TEACHER CONTRACT**

**Warren Education and Community Center**

*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 **MSD of Warren Township** ("Corporation") and **Dena Cushenberry** ("Teacher"). **Dena Cushenberry** 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 **7/1/2012**, and ending on **6/30/2013**. *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 **246** 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 shall not exceed **7 hours and 30 minutes**. *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 **\$180,000** during the school year. *Ind. Code 20-28-6-2(a)(3)(C)*
5. The Corporation shall pay this amount in **26** installments on a **biweekly** 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(e) 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.

**See addendum**

Agreed this   26th   day of   June  , 2012   .

**Teacher**

**School Corporation by:**

\_\_\_\_\_

\_\_\_\_\_

**Attested:** *Peggy Hinchley*

President

*[Signature]*

Superintendent

Secretary

*[Signature]*

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**ADDITIONAL TERMS OF CONTRACT WITH**  
**DENA CUSHENBERRY**

These additional terms of contract are an addendum to, and are incorporated in, the Regular Teacher's Contract between the Metropolitan School District of Warren Township ("Warren") and Dena Cushenberry ("Superintendent"). Together, they are herein referred to as "the Contract".

Whereas, Warren desires to employ Superintendent effective July 1, 2012; and

Whereas, Superintendent is willing to accept such employment; and

Whereas, Warren and Superintendent desire to enter into these additional terms to further define the employment relationship.

Now, therefore, in consideration of the mutual covenants contained herein, Warren and Superintendent agree as follows:

1. Warren will employ Superintendent and Superintendent agrees to such employment effective July 1, 2012.
2. The Contract shall continue through June 30, 2015.
3. Superintendent represents and warrants that she holds a valid Indiana superintendent's license and she will maintain said license in good standing throughout the term of this Contract. Should this license be revoked or become invalid, this Contract shall automatically be terminated without further notice or hearing, and Warren shall have no further obligations to Superintendent.
4. Superintendent shall serve as the chief administrator of Warren. Superintendent shall operate and manage Warren in accordance with the policies of the Warren

Board of Education (“Board”) and all applicable federal, state and local laws and ordinances. Superintendent shall perform her duties in a competent and professional manner.

5. Superintendent or her designee, acceptable to the Board, shall attend all meetings of the Board.

6. The duties of the Superintendent shall include, but not be limited to, (A) supervising all employees of Warren; (B) making recommendations to the Board as to the selection, assignment, transfer, promotion, discipline, retention, reduction in force, non-renewal, or termination of all personnel of Warren, subject to final approval of the Board; (C) overseeing compliance with all federal and state laws and regulations concerning education and Board policy; (D) performing all duties normally assigned to the superintendent of a public school system; and (E) performing all other duties assigned to Superintendent by the Board.

7. Warren shall pay to Superintendent an annual salary of One Hundred Eighty Thousand Dollars (\$180,000). This salary will be paid in twenty-six (26) equal installments.

8. Superintendent’s annual salary may be adjusted at the end of each year of employment (June 30) by mutual written consent of the parties as an amendment to this contract. Absent such mutual consent, the salary shall remain unchanged.

9. Superintendent shall participate in the Indiana State Teachers Retirement Fund, and Warren shall make all contributions thereto on behalf of Superintendent.

10. Superintendent shall have the right to elect life insurance (in an amount up to \$250,000), long-term disability insurance, health and dental insurance, and such other similar benefits as are made available from time-to-time to Warren certified administrators. Warren will pay all but One Dollar (\$1.00) of the premiums for each type of insurance selected by

Superintendent. The current program of insurance benefits for administrators is attached hereto as Exhibit A. Superintendent shall be entitled to paid leave for personal illness, family illness, personal business, bereavement, maternity/paternity, adoption, legal matters, personal injury, professional experiences, and unpaid leave for illness, disability, child care, or extended family illness, on the same terms and conditions as granted to other Warren certified administrators. Superintendent shall receive twenty (20) paid vacation days each contract year.

11. No reduction in benefits shall occur before June 30, 2013, except by mutual written consent, although Warren may unilaterally increase the benefits; provided, however, insurance and leave benefits after 2012 can be reduced if such benefits provided to all other administrators are reduced.

12. Effective for the 2012-13 contract year, and every contract year thereafter, Warren will contribute the annual amount of Twenty Thousand Dollars (\$20,000) to a mutually-agreed upon deferred compensation program (currently a VALIC 401 (a) account). Effective for the 2012-13 contract year, and every contract year thereafter, Warren will contribute the annual amount of Ten Thousand (\$ 10,000) to a mutually-agreed upon tax deferred retirement plan (currently a VALIC 403(b) account).

13. Warren shall indemnify and hold Superintendent harmless from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in her individual or official capacity as an agent of Warren. Superintendent shall, however, have no right to reimbursement in relation to matters outside the scope of Superintendent's employment or as to which Superintendent has been adjudged liable to Warren for negligence or misconduct in the performance of her duties. Warren shall maintain in effect professional liability insurance which

shall provide coverage for Superintendent, including costs of defense, for any legal actions maintained against Superintendent for conduct within the performance of Superintendent's duties.

14. Superintendent shall be solely responsible for the payment of her own federal, state and local taxes on Superintendent's income and on any taxable portion of any employment benefits, including provision of an automobile, received by Superintendent.

15. Warren shall pay One Thousand Dollars (\$ 1,000.00) per month to Superintendent, and Superintendent shall be responsible for the purchase or lease of an automobile for her business and personal use.

16. Warren will provide Superintendent with a cellular telephone and monthly service for this communication device. Warren and Superintendent will select the equipment and service plan by mutual agreement. Warren will reimburse Superintendent for other expenses incurred in performance of her duties in accordance with current Board policy and practice on such reimbursement.

17. Warren encourages the continuing professional growth of Superintendent through her participation, as she might decide in light of her responsibilities as Superintendent, in:

- A. the operations, programs and other activities conducted or sponsored by local, state or national school administrator and school board associations;
- B. seminars and courses offered by public or private educational institutions;
- C. informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform her professional responsibilities for Warren.

To encourage such activities, Warren shall approve a reasonable amount of release time for Superintendent to attend to such matters and pay for the necessary fees for travel, membership,

dues and subsistence expenses, as approved by Warren in its annual budget. As a minimum, this provision will cover attendance at the annual AASA Convention.

18. This Employment Contract may be terminated by:
  - A. Retirement or resignation of Superintendent.
  - B. Disability of Superintendent.

In the event of disability by illness or incapacity, after Superintendent's sick leave has been exhausted, the compensation shall be reinstated after Superintendent has returned to employment and undertaken the full discharge of her duties. Warren may terminate this contract by written notice to Superintendent at any time after Superintendent has exhausted any accumulated sick leave and such other leave as may be available and has been absent from her employment for whatever cause for an additional continuous period of sixty (60) days.

If a question exists concerning the capacity of Superintendent to return to her duties, Warren may require Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine. Warren and Superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of Warren. The physician shall limit his report to the issue of whether Superintendent has a continuing disability which prohibits her from performing her duties.

- C. For cause as set forth in I.C. 20-28-7.5-1(e), as it may be amended from time to time, according to the procedures set forth in I.C. 20-28-8-7.

For purposes of this Contract, Superintendent acknowledges and agrees that immorality as used in I.C. 20-28-7.5-1(e) (1), and as grounds for termination of this Contract, shall mean conduct offensive to the moral standards of the Warren community that (i) falls below the

exemplary standards of behavior for adults and youth that the Superintendent should establish and maintain; or (ii) impedes the Superintendent's job effectiveness.

D. Death of the Superintendent.

Upon termination of the Contract for any reason set forth above, Warren shall have no further obligations to the Superintendent.

19. Notwithstanding any other provision in the contract, District shall have the right to discontinue the services of Superintendent on the following terms and conditions:

- A. Any discontinuation of services would be effective on a date specified by District after July 1, 2013 ("Discontinuation Date").
- B. At least thirty (30) days prior to the Discontinuation Date, District shall notify Superintendent of its intent to discontinue her services under the contract.
- C. Upon receiving notice from the District, Superintendent shall submit her resignation as Superintendent and teacher effective on the Discontinuation Date and the District's Board will accept such resignation at its next regularly-scheduled meeting.
- D. The District and the Superintendent will refer to the reason for such resignation as "philosophical differences" or such other description as the District and Superintendent shall mutually agree.
- E. On or before the Discontinuation Date, District will pay Superintendent an amount equal the sum of (a) one year's salary; plus (b) the value of unused vacation days; and (c) the annual value of the other benefits provided to Superintendent in Paragraph 9, 10 (life and disability insurance only) and 15. In addition, District will make available the health, dental and vision insurance benefits provided to other District administrators for the Superintendent through the earlier of the date this contract expires or the date on which Superintendent obtains other employment with comparable benefits.

20. The parties will endeavor to establish personal goals and objectives for the Superintendent for each school year related to progress on the strategic plan and other elements

and standards of performance. The goals and objectives shall be reduced to writing and be among the criteria by which Superintendent is evaluated as hereafter provided.

21. The Board shall evaluate and assess in writing the performance of Superintendent at least once a year during the term of this contract. The Board will endeavor to complete such evaluation no later than May 1st of each year. This evaluation and assessment shall be reasonably related to the duties of Superintendent and the goals and objectives of the Superintendent for the year in question.

22. Superintendent represents and warrants that she suffers from no physical or mental infirmities that would materially impair Superintendent's ability to perform her duties hereunder.

23. On an annual basis, Superintendent shall undergo a comprehensive physical examination by a licensed physician. The physician conducting the examination shall certify to the Board that Superintendent suffers from no infirmities that would materially impair performance of her duties. This certification will be maintained by Superintendent as a personal record available only to board members and shall not be kept in Superintendent's personnel file. Nothing herein shall be construed as a waiver of the Superintendent's physician-patient privilege. Warren shall pay the uninsured cost of the examination.

24. This Contract shall be governed by the laws of the State of Indiana.

25. Superintendent knowingly and intentionally waives the right to contest whether this Contract or any of its terms violates any United States or Indiana constitutional, statutory or regulatory provisions. Invalidity of any portion of this Contract under the laws of the State of Indiana or of the United States of America shall not affect the validity of the remainder of this Contract.



26. This Contract may be amended by mutual agreement of the parties, in writing and executed with the same formality as the execution of this Contract.

27. This Contract is signed on \_\_\_\_\_ and is effective July 1, 2012.

SUPERINTENDENT

\_\_\_\_\_  
Dena Cushenberry

METROPOLITAN SCHOOL DISTRICT  
OF WARREN TOWNSHIP

\_\_\_\_\_  
President of its Board of Education

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Vice-President of its Board of Education

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Secretary of its board of Education

\_\_\_\_\_  
Board Member

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Board Member

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The Future Begins Here

# MEMORANDUM

Metropolitan School District of Warren Township

Date: June 11, 2012  
To: MSD of Warren Township Board of Education  
From: Mary Rehlander, Assistant Superintendent for HR  
Regarding: Superintendent Salary and Benefits 2012-13

The following is a summary of salary and salary-related benefits for 2012-13

1. **Annual salary for 2012-13** = **\$ 180,000.00**
2. **Deferred compensation to a VALIC 401(a) account** = **\$ 20,000.00**
3. **Deferred compensation to a VALIC 403(b) account** = **\$10,000.00**
4. **Automobile allowance** = **\$12,000.00**  
Supt. Will be responsible for the purchase or lease of an automobile for her business and personal use.
5. **Annual accrual of vacation days** = **20 days**

The following items are provided by the Board to all Warren Administrators:

6. **The Board pays the “employee’s share” of ISTRF** = **\$ 5,400.00**
  - This represents 3% of the annual salary
7. **The Board contribution to VALIC 401(a) account** = **\$ 1,800.00**
  - This represents 1% of the annual salary
8. **The board makes a “matching” contribution to a VALIC 403(b) account** = **\$ 4950.00**
  - This rate is 2.75% of the annual salary in 2012-13
9. **The Board contributes to a VALIC VEBA account** = **\$ 900.00**
  - This rate is 0.50% of the annual salary
10. **The Board pays all but \$1.00 per year of the annual Premium of each of a single health, dental, vision, and long-term disability benefits.** = **\$ 8,290.00**  
(Board cost)