

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This contract (hereafter the "Contract") alters the basic teacher contract for the employment of Dr. Laura Hammack as Superintendent (hereafter the "Superintendent") by the Board of School Trustees of the Brown County Schools (hereafter the "Board") by consent of the parties in the manner permitted by Indiana law.

1. Employment of Superintendent and Term of Employment.

The Board agrees to employ the Superintendent and the Superintendent agrees to be employed by the Board as the Chief Executive Officer of the Brown County School Corporation for an initial period beginning on July 1, 2016 and concluding on June 30, 2021 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 July 1, 2017, and then each successive July 1 thereafter, unless a party gives the other written notice on or before the preceding January 1 that the party does not agree to the automatic extension of this Contract. The parties agree this shall result in a continuous five (5) year Contract, unless one party provides timely written notice to the other as provided herein. The parties acknowledge and agree 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 Superintendent shall provide services on two hundred sixty (260) days during each school year and a proportionate number of work days in each partial school year of employment. For purposes of this Contract, a "school year" shall be defined as a period beginning on July 1 of one calendar year and concluding on June 30 of the following calendar year. These work days shall be provided in accordance with a schedule of work days established by the Superintendent so as to ensure the full and competent performance of the duties established in paragraph 2 of this Contract.

The Superintendent's two hundred sixty (260) scheduled work days shall include vacation days, sick leave days, personal days and any other leave granted pursuant to this Contract and the Administrator Handbook. The Board agrees to review the Superintendent's performance at least once each school year.

2. Duties of the Superintendent.

The parties agree that the duties of the position of Superintendent to be performed pursuant to this Contract are set forth in a job description for the position which is defined by Board policy and incorporated into this Contract by reference. The review of the Superintendent's job performance provided for in paragraph 1 of this Contract shall be based upon the duties in the job description.

The parties agree that the description of the duties as Superintendent as stated in the Superintendent's job description represent a reasonable division of responsibilities between the policy making responsibility of the Board and the implementation and management responsibilities of the Superintendent. The parties further agree that this division of responsibilities is consistent with and shall continue to be implemented consistent with the Indiana School Boards' Association Code of Ethics for School Board members, which is attached to and incorporated into this Contract as a material term.

Unless otherwise approved by the Board, the Superintendent agrees that her duties pursuant to this Contract represent full time employment and she will not accept outside employment, perform work as an independent contractor, or engage in any other business pursuit involving her personal services if any of these activities interfere with the performance of her duties as Superintendent.

The parties further agree that the duties performed by the Superintendent pursuant to this Contract are unique in the School Corporation, and the Superintendent will therefore not be transferred or reassigned by the Board to another position without her written consent.

The 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 Superintendent and will maintain a Superintendent 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 Superintendent shall receive the following:

a. Base Salary.

The Superintendent shall be paid an annual base salary of One Hundred Twenty Five Thousand Dollars (\$125,000.00) for each school year of employment pursuant to this Contract unless otherwise modified in accordance with the terms of this Contract.

Beginning with the 2017-2018 school year and each Contract year thereafter, if the Superintendent is evaluated as highly effective or effective and achieves the annual performance objectives established by the Board for the Contract year, then the Board may in its sole discretion increase the Superintendent's base salary between \$1.00 and \$10,000.00 of the Superintendent's base salary that is in effect at the time the raise is granted. For example, if the Board would desire to increase the Superintendent's base salary by \$3,000.00 for the 2017-2018 school year, then the Superintendent's new base salary for the 2017-2018 school year would become \$128,000.00. The Superintendent will not be entitled to receive base salary increases granted to teachers pursuant to the Master Teacher's Contract.

Also, beginning with the 2017-2018 school year and each Contract year thereafter, if the Superintendent is evaluated as highly effective or effective and achieves the annual performance objectives established by the Board for the Contract year, then the Board may in its sole discretion during that Contract year grant to the Superintendent a one-time performance pay stipend in an amount between \$1,000.00 and \$10,000.00. Any one-time performance pay stipends awarded to the Superintendent during the term of this Contract will be paid in the form of a lump sum payment that will not become part of the Superintendent's annual base salary. The Superintendent will not be entitled to receive any one-time stipend payments that are paid to teachers pursuant to the Master Teacher's Contract.

Nothing in this Contract shall require the Board in any Contract year to grant a base salary increase or one-time performance pay stipend to the Superintendent. Any increase given pursuant to this Contract will be at the sole discretion of the Board.

b. Vacation Leave and Personal Leave Days.

In each school year, the Superintendent shall be granted paid vacation days in accordance with the School Corporation's Administrator Handbook. The number of paid vacation days granted to the Superintendent via the Administrator Handbook shall never be lower than 20 days per year, but may be greater than 20 days per year.

In each school year, the Superintendent shall be granted paid personal leave days in accordance with the School Corporation's Administrator Handbook. The number of paid personal leave days granted to the Superintendent via the Administrator Handbook shall never be lower than 3 days per year, but may be greater than 3 days per year.

c. Sick Leave.

In each school year, the Superintendent shall be granted sick leave days in accordance with the School Corporation's Administrator Handbook. The number of paid sick leave days granted to the Superintendent via the Administrator Handbook shall never be lower than one day per month (or a total minimum of twelve (12) days per year), but may be more than one day per month (or more than twelve (12) days per year). Sick leave days earned by the Superintendent while employed at Brown County Schools shall accumulate from year to year if unused, but shall not accumulate to exceed ninety (90) sick leave days (hereinafter referred to as the "Brown County Sick Leave Bank").

The Superintendent shall have the option to transfer all sick leave accumulated in her prior employment, which is 152 sick leave days. Seventy-eight (78) of the 152 transferred sick leave days will be immediately placed in the Superintendent's Brown County Sick Leave Bank. The remaining 74 transferred sick leave days will be immediately placed in a Catastrophic Sick Leave Bank ("Catastrophic Sick Leave Bank") for the Superintendent. The sick leave days in the Superintendent's Catastrophic Sick Leave Bank may be used by the Superintendent for personal illness or family illness in the event the Superintendent would exhaust all sick leave days in her Brown County Sick Leave Bank. The Superintendent's transferred sick leave days in her Catastrophic Sick Leave Bank are not intended as deferred compensation and shall have no cash value at the end of employment.

d. Other Paid and Unpaid Leave.

In each school year, the Superintendent shall be granted any paid and/or unpaid leave that is required by state or federal law. The 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 in the Administrator Handbook, including the Board's recognized legal holidays each school year.

e. Health, Vision and Dental Insurance.

The Board shall pay to the Superintendent additional salary in a sum which is computed to be the total cost of coverage of the Superintendent and her eligible dependents by group health, dental and vision coverage offered by the Board to its certificated administrative employees. The Board shall make available to the Superintendent a Section 125 plan to permit the payment of the cost of any group insurance coverage the Superintendent elects to purchase through such a plan. The amount paid to the 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 (b) and reported to the Indiana State Teacher Retirement Fund for purposes of calculating the Superintendent's retirement benefit.

f. Term Life Insurance.

The Board will provide to the Superintendent a term life insurance policy with a face value equal to \$250,000.00. The Superintendent shall contribute \$1.00 annually toward the cost of the premium for such term life insurance.

g. Long Term Disability Insurance.

The 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 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 Superintendent.

i. Tax Sheltered Annuity as Deferred Compensation.

The Board shall pay the Superintendent an additional salary amount of \$20,000.00, which the 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 Superintendent. The amount paid to the 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 (b) and reported to the Indiana State Teacher Retirement Fund for purposes of calculating the Superintendent's retirement benefit.

j. Mileage Reimbursement and Travel Allowance.

The Board will reimburse the Superintendent for mileage associated with business travel using her personal vehicle at the standard rate approved by the Internal Revenue Service. Use of a School owned vehicle will be available to the Superintendent for business travel in accordance with Board policy.

k. Cellular Phone.

The Superintendent will maintain a cellular phone with e-mail capabilities for business purposes. Each school year the Board will pay to the Superintendent an annual stipend in accordance with the Administrator Handbook that she may apply toward the cost of her cellular phone that she maintains for business purposes. Such stipend shall never be below \$1,080.00, but may be higher than \$1,080.00.

l. Business and Professional Expenses.

The Board will pay on behalf of the Superintendent the cost of membership and participation in State and National professional associations of educational administrators, and expenses related to the Superintendent's attendance at conferences and activities. The Superintendent will be encouraged to attend one national conference annually that is sponsored by either NSBA or IAPSS and the Board will pay the reasonable expenses associated with such attendance. The Superintendent shall be a member of IAPSS and the Board will pay the cost associated with such membership. The Board agrees to reimburse the Superintendent for any other business and professional expenses. The Superintendent will obtain pre-approval from the Board for attendance at out-of-State conferences and activities.

m. Other Benefits.

The 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 Superintendent.

4. Contract Cancellation.

The parties agree that the two alternative cancellation provisions set forth in this paragraph shall be the sole and exclusive means of cancelling (i.e., terminating) the Superintendent's basic teacher contract and this Contract (hereafter collectively referred to as the "Superintendent's Contracts") prior to their expiration date. The parties agree that any of the following two alternatives (a, b or c) may be utilized by the Board at the Board's sole discretion to cancel the Superintendent's Contracts before their 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 IC 20-28-7.5-1; and
- (ii) gives the Superintendent written notice of its intent to cancel the Superintendent's Contracts 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 Contracts, 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 exist.
- (iv) If the Board votes to cancel the Superintendent's Contracts for cause, then the 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) receives written notice from the Division of Professional Standards that the Superintendent no longer holds a Superintendent's license

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 that is a misdemeanor or a felony. 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 and voting by majority vote to cancel the Superintendent's Contracts under this provision. The Superintendent agrees that she waives all statutory and constitutional due process procedures that she would otherwise be entitled to receive by law in the event the Board cancels the Superintendent's Contracts pursuant to this provision.

- (ii) If the Board votes to cancel the Superintendent's Contracts pursuant to the provisions contained herein in paragraph 4(b), then the Superintendent shall be entitled to no further salary or benefits unless such compensation is otherwise required to be offered or paid by law.

In addition to the Board's Contract cancellation options set forth above, the Superintendent shall have the option to cancel her Superintendent's Contracts prior to the expiration of their term by providing at least 60 days written notice to the Board prior to the effective date when such cancellation would become effective. The parties by mutual agreement may shorten or lengthen this notice period.

5. Defense and Indemnification.

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

6. 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 Superintendent's basic teacher's contract contain the entire agreement of the parties with respect to the employment of the Superintendent. Any modification or amendment to this Contract must be approved in writing by both the 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 _____ day of _____ 2016.

[SIGNATURE PAGE TO FOLLOW ON THE NEXT PAGE.]

SUPERINTENDENT

By: 
Dr. Laura Hammack

BROWN COUNTY SCHOOLS
BOARD OF SCHOOL TRUSTEES

By: 
Judy Hardwick, Board President

By: 
Carol Bowden, Vice President

By: 
Stephanie Kritzer, Secretary

By: _____
Steve Miller, Jr., Member

By: 
Tom Jackson, Member