

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This Superintendent Contract of Employment (hereafter the "Addendum") alters the regular teacher contract for the employment of Emily Tracy as Superintendent (hereafter the "Superintendent") by the governing body of the Brown County Schools (hereafter the "Board") by consent of the parties in the manner permitted by Indiana Code § 20-28-8-6.

In accordance with Indiana law, the Board and the Superintendent incorporate by reference the provisions of the Superintendent's Regular Teacher Contract as executed by the Board and Superintendent on the official form prescribed by the Department of Education, setting forth the salary and schedule of installment payments for the Superintendent, except as modified by this Addendum.

1. Term of Contract/Employment. The Board employs the Superintendent, and the Superintendent agrees to be employed by the Board as the Chief Executive Officer of Brown County Schools for an initial period beginning on August 2, 2021 and concluding on June 30, 2024 ("Initial Term"), subject to the terms of this Addendum. The parties agree that the Superintendent shall provide services on two hundred and sixty (260) days during each school year and a proportionate number of work days in each partial. For purposes of this Addendum, a "school year" is defined as a period beginning on July 1 of one calendar year and concluding on June 30 of the following calendar year. The Superintendent's two hundred and sixty (260) scheduled workdays includes vacation, sick, and personal days, and any other leave granted pursuant to this Addendum and what is available for all other full time administrative employees.

2. Renewal/Nonrenewal. After the Initial Term, and unless written notice otherwise is given by one party to the other prior to January 1, 2024, this Addendum will be automatically extended for an additional one (1) year, not to exceed what is permitted by law. It is the parties' intention that this be a continuing contract unless notice is provided otherwise as required by this Addendum or law. Additionally, Superintendent is obligated to provide written notice to the Board of this automatic extension provision by October 1 of each calendar year starting October 1, 2023.

3. Annual Evaluation. The Board will review the Superintendent's performance consistent with law and at least once each year on a date determined by the Board.

4. Duties. The Superintendent represents and warrants that Superintendent possesses the necessary expertise and experience to perform all duties and fulfill all obligations of a superintendent. In consideration of the obligations and commitments of the parties, the Superintendent agrees to completely and faithfully serve the School as a superintendent during the term of this Addendum, doing and performing the duties generally recognized as being the normal functions of a public-school superintendent in the State of Indiana and as enumerated in Board Policy. The Superintendent agrees to perform at a professional level of competency as required by this Addendum, law, and the policies of the Board. The Superintendent shall execute all duties and responsibilities as established by the Board. The Superintendent is responsible for and will perform at a minimum those functions and duties specified in the Board's Policies, By-Laws, and Guidelines and as required by law for the Superintendent position, which may be modified from time-to-time at the Board's discretion. The Superintendent is also responsible for complying with all directives of the Board which are authorized by official Board action. Unless otherwise approved by the Board, the Superintendent agrees that the Superintendent's duties pursuant to this Addendum represent full time employment and the Superintendent will not accept outside employment, perform work as an independent contractor, or engage in any other business pursuit involving personal services if any of these activities interfere with the performance of duties as Superintendent.

Superintendent represents and warrants that Superintendent holds a valid Indiana superintendent's license. Superintendent shall maintain said license in good standing throughout the term of this Contract. Should said license be revoked, suspended or become invalid, this Contract shall automatically be terminated without any requirement of further notice or hearing.

The parties to this Addendum further agree that the duties performed by the Superintendent pursuant to this Addendum are unique to this position for the Board and the Superintendent will therefore not be transferred or reassigned by the Board to another position without the Superintendent's written consent which shall not be unreasonably delayed or withheld.

The Superintendent agrees at all times while employed pursuant to this Addendum to fully meet the minimum qualifications for the position of a superintendent as required by law. The Superintendent shall execute the responsibilities of the position of superintendent by following and applying at all times the highest professional and ethical guidelines and standards.

The Superintendent is generally expected to devote full attention to the duties with the Board, but the Superintendent may undertake consulting work, speaking engagements, writing, lecturing or other professional duties and obligations provided that such activities do not interfere or conflict with meeting the responsibilities as a superintendent. The Superintendent shall notify the Board or its designee prior to the performance of these activities that involve attention during normal working hours. The Superintendent shall provide notice to the Board of all other such activities preventing full attention to the duties of superintendent. If outside activities take place during normal working hours, Superintendent may keep the compensation for such activities provided the Superintendent is using a vacation or personal leave day; otherwise, any amounts earned shall be assigned to and transferred to the School.

5. Compensation and Benefits. As consideration for the performance of the duties of Superintendent, the Board agrees that the Superintendent shall receive the following:

- A. Base Salary.** The Superintendent shall be paid the sum of One Hundred and One Hundred and Twenty Thousand Dollars and Zero Cents (\$120,000.00) for the annual period of July 1 through June 30. The Superintendent shall be paid in accordance with the schedule fixed for all employees of the Board.
- B. Base Salary Increase.** If the Superintendent is rated Highly Effective or Effective and achieves the annual performance objectives established by the Board, 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 ("Base Salary Increase") that is in effect at the time the raise is granted. The Base Salary Increase will be paid in equal installments with the remaining periods in the school year in which the Base Salary Increase was awarded.
- C. Vacation Days and Paid Holidays.** In each school year, the Superintendent shall be granted paid vacation days in accordance with what is provided all other full time administrators. The Superintendent shall also be entitled to all paid holidays recognized by the Board.
- D. Personal Days.** In each school year, the Superintendent shall be granted paid personal leave days in accordance with what is provided all other full-time administrators.

- E. **Sick Days.** In each school year, the Superintendent shall be granted sick leave days in accordance with what is provided all other full-time administrators. The Superintendent shall have the option to transfer all sick leave accumulated in prior employment. The Superintendent's transferred sick leave days are not intended as deferred compensation and shall have no cash value at the end of employment.
- F. **Other Paid/Unpaid Days.** In each school year, the Superintendent shall be granted any paid and/or unpaid leave that is required by 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 full-time administrative employees, including the Board's recognized legal holidays each school year.
- G. **Health/Vision/Dental Insurance.** The Board shall provide all but one dollar to the current cost of coverage of the Superintendent and her eligible dependents by group health, dental and vision coverage offered by the Board to its full-time certificated administrative employees.
- H. **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.
- I. **Long Term Disability Insurance.** The Superintendent may participate in the Board'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.
- J. **ISTRF Contribution.** The Board shall make the contribution to the Indiana State Retirement Fund that would otherwise be required to be paid by the Superintendent in accordance with the Superintendent's date of hire. All payments to the Superintendent coming within the definition of "annual compensation" as defined in Ind. Code 5-10.2-4-3(d) as of the Effective Date shall be included in the Superintendent's compensation reported to the ISTRF.
- K. **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.
- L. **Mileage/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.

- M. Cell 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 that may be applied toward the cost of the cellular phone that the Superintendent maintains for business purposes. Such stipend shall never be below \$1,200.00, but may be higher than \$1,2000.00.
- N. 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 leaders, 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 reasonable business and professional expenses. The Superintendent will obtain pre-approval from the Board for attendance at out-of-State conferences and activities.
- O. Health Examination.** The Board will pay for any uninsured cost of an annual, routine medical-physical examination by a licensed physician. Results of the examination and personal health information ("PHI") shall not be given to the Board, but the Board may, upon a reasonable belief, based on objective evidence that the Superintendent will be unable to perform essential job functions or will pose a direct threat because of a medical condition, request a statement from the examining physician stating whether the Superintendent is physically and mentally fit to perform the duties of the position.
- P. Other Benefits.** The Superintendent will be entitled to all other benefits established by the Board for all other full-time, certified employees of Brown County Schools provided such benefits are not in conflict with the terms of this Addendum. To the extent the benefits for other full-time, certified employees conflict with or duplicate a benefit provided by this Addendum, then this Addendum shall control and the benefit provided by this Addendum shall be the benefit provided to the Superintendent.

6. Professional Liability. To the extent permitted by law, the Board agrees to defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in individual or official capacity as an agent or employee of the Board in connection with any matter arising while the Superintendent was acting within the scope of employment and the Board, by Resolution, determines that the action was taken in good faith as provided by Ind. Code 20-26-5-4(17) or a successor statute.

This indemnification provision shall not require the Board to defend or indemnify the Superintendent in any criminal prosecution, in any action to revoke the Superintendent's license or permit from the Indiana Department of Education Division of Professional Standards, or in proceedings brought by the Board to cancel this Addendum and the Regular Teacher's contract, or to defend or pursue a breach of this Addendum.

7. Termination.

- A. **Mutual Agreement.** The parties may terminate the Superintendent's Regular Teacher's Contract and Addendum on any date if the Board and the Superintendent agree in writing to such termination.
- B. **Resignation without Notice.** If the Superintendent fails to provide due notice of resignation on or before January 1 prior to separation of employment, or without approval by the Board, any accrued benefits (including, but not limited to, vacation pay) will be forfeited.
- C. **Loss of License & Specified Convictions.** If the Board receives written notice that the Superintendent no longer holds a license required for the position of Superintendent or received a certified copy of a court document indicating that the Superintendent was convicted of an offense listed under Ind. Code 20-28-5-8(c), the Board may terminate this Addendum and Regular Teacher Contract immediately upon providing written notice to the Superintendent. The Superintendent agrees to waive all statutory and constitutional due process rights and procedures that the Superintendent may otherwise be entitled to receive by law in the event the Board terminates this Addendum and Regular Teacher Contract pursuant to this provision.
- D. **For-Cause.** The Board may elect to terminate this Addendum and the Regular Teacher Contract for cause as permitted by law.

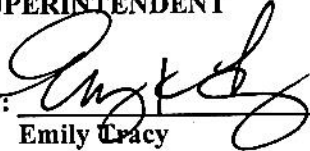
8. **General Provisions.**

- A. **Breach and Waiver.** The breach of any provision of this Addendum shall not constitute breach of the entire Addendum. However, waiver by any party or breach by any party shall not be a waiver by the non-breaching party of any subsequent breach of the breaching party.
- B. **Severability.** The parties agree that each and every provision, sentence, and term of this Addendum are considered severable and that, in the event, a court finds any provision, sentence, or term to be invalid or unenforceable, the validity, enforceability, operation, or effect of the remaining provisions, sentences, or terms will not be affected and this Addendum will be construed in all respects as if the invalid or unenforceable matter had been omitted.
- C. **Entire Contract.** This Addendum and Regular Teacher Contract contain all the agreed terms of employment of the Superintendent by the Board and cannot be modified or amended in any respect, unless such amendment or modification is evidenced by written, mutual agreement and makes specific reference to this Addendum and the specific provision modified consistent with law.
- D. **Miscellaneous.** Superintendent shall be solely responsible for the payment of federal, state, and local taxes on Superintendent's income and amounts received under any benefit plan. Other than the benefit plan documents which Superintendent acknowledges and understands outline when benefits are payable under those plans, the terms of this Addendum control over any inconsistent terms found in policy or any other document provided that the conflicting term of this Addendum is consistent with the law. This Addendum is governed by the laws of the State of Indiana. Superintendent shall comply with all applicable

federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. This Addendum shall be deemed drafted equally by the parties.

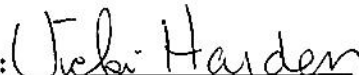
Agreed this 22nd Day of July, 2021.

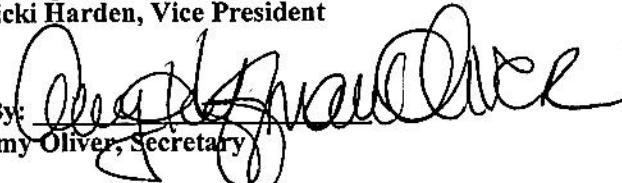
SUPERINTENDENT

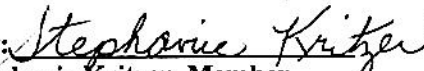
By: 
Emily Tracy


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BOARD OF SCHOOL TRUSTEES**

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