

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

Proposed Contract Extension

This contract (hereafter "this Contract") alters the basic teacher contract for the employment of Gregory D. Walker as Superintendent by the Board of Trustees of the Brownstown Central Community School Corporation by consent of the parties in the manner permitted by Indiana Code 20-28-8-6.

The parties hereto acknowledge that Gregory D. Walker does not presently hold a valid Indiana Superintendent License or Certificate at the time of discussion of this contract. Further, the parties acknowledge that Gregory D. Walker has agreed and consented to work under the mentoring of James Terrell, the current Superintendent, in order to complete and have issued his Indiana Superintendent License no later than end of calendar year 2014.

1. Parties to this Contract and Definition of Terms.

a. Parties to this contract

Gregory D. Walker (hereinafter sometimes referred to as "Walker"); and the Board of School Trustees of the Brownstown Central Community School Corporation (hereinafter sometimes referred to as "the Board").

b. The term "contract year" as used in this Contract shall mean the period beginning on January 1 of one calendar year and concluding on December 31 of the same calendar year. This definition of a contract year may be amended from time to time by agreement of the parties hereto.

2. Employment of Walker & Term of Employment.

The Board employs Walker and Walker agrees to be employed by the Board as Superintendent and Chief Executive Officer of the Brownstown Central Community School Corporation beginning January 1, 2017 until the end of the term of this contract on December 31, 2019, subject to the terms of this contract and so long as he holds a valid Indiana School Superintendent License.

The Parties agree that Walker shall provide services on two hundred sixty (260) days during each contract year of employment. These workdays shall be provided in accordance with a schedule of workdays established by the Superintendent so as to insure the full and competent performance of the duties established in item 3 of this Contract.

Walker shall have twenty (20) paid vacation days, ten (10) paid holidays, and five (5) personal days but Walker's two hundred sixty (260) scheduled work days shall

include sick leave days pursuant to paragraph 4.c. of this Contract and any other paid leave pursuant to paragraph 4.c of this contract.

The Board agrees to review Walker's performance once per contract year during the month of December. Walker may request an additional review by the Board each year, provided such request is made prior to April 1 of each contract year.

3. Duties of 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 in the BCCSC Policy Manual. In addition, Walker agrees that at all times while he is employed pursuant to this Contract he will fully meet the minimum qualifications for the position of Superintendent which include maintaining a license from the State of Indiana required for the position of Superintendent.

The review of Walker's job performance provided for in paragraph 2 of this Contract shall be based upon the duties for the position found in the BCCSC Policy Manual. The parties agree that the duties for the position found in the BCCSC Policy Manual 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 the Indiana School Board Association Code of Ethics for School Board members.

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

The parties to this Contract further agree that the duties performed by Walker pursuant to this Contract are unique to the position. Walker will therefore not be transferred or reassigned by the Board to another position without his written consent.

4. Salary & Benefits

As consideration for the performance of the duties and meeting the qualifications established by this Contract, the Board agrees that Walker shall receive the following:

a. Salary

Walker shall be paid each contract year of employment pursuant to this Contract until December 31, 2019, according to the Board's established

salaries for administrative staff. Walker shall be paid in twenty-six (26) equal installments on a schedule fixed for all employees of the Board.

b. Retirement Plan Payments

The Superintendent shall be entitled to an amount equal to 1% of his salary deposited into the corporation's qualified plan each year. The amount of 1% is in addition to the current 401a contribution by the corporation.

c. Professional and Personal Leave.

Walker shall be allowed Sick, Professional, and Personal leave pursuant to the Board's policy establishing benefits for administrative personnel employed by the Board.

d. Other Paid Leave

Walker shall be entitled to paid or unpaid leave in any other circumstance not specifically addressed by this Contract, in which paid or unpaid leave is required by State or Federal Law or permitted by the Board's policy then in force for paid leave for its administrative employees.

e. Health and Life Insurance

The Board shall pay all but \$1 (one dollar) of the cost for the Superintendent and his eligible dependents coverage by a group health plan, vision plan, and long term disability. The Board shall provide the Superintendent term life insurance pursuant to the Board's policy establishing benefits for administrative personnel. The Board shall not decrease the amount or scope of insurance coverage provided to the Superintendent without his written consent.

f. ISTRF Employee Contribution

In addition to the other consideration provided to the Superintendent by this Paragraph of this Contract, the Board shall make the contribution to the Indiana State Teachers' Retirement Fund that would otherwise be required by the Superintendent.

g. Credit Cards

The Board shall provide Walker with a fuel credit card to be used solely for the purchase of gasoline for travel inside the State of Indiana. In addition Walker shall be provided with a credit card, in the name of the Corporation to be used exclusively for school purposes. Walker shall keep records necessary to comply with the Internal Revenue Service and State Board of Accounts Requirements.

h. Business and Professional Expenses

The Board shall reimburse Walker for appropriate business and professional expenses approved by the Board. Appropriate expenses shall include 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 approved in advance by the Board.

5. Defense and Indemnification for Acts as Superintendent

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 duties set out in item 3 of this Contract to the fullest extent permitted by law.

6. Extension and Non-Renewal of this Contract

Mr. Walker receives a three (3) year contract. The contract may be extended, renewed, altered, or rescinded at any time by mutual consent of the governing body and the superintendent pursuant to IC 20-28-8-6.

7. Termination of this Contract

a. Termination for Failure to Meet Minimum Qualifications.

The parties agree that at the time of execution of this Contract, Walker does not meet minimum qualifications for the position of Superintendent as stated in the job description incorporated into item 3 of this Contract. If, at the inception of this contract or any time during the term of this contract Walker does not meet these minimum qualifications, this contract shall terminate immediately without any due process or other pre-condition to cancellation except as is necessary to confirm noncompliance.

b. Termination for Other Reasons.

In addition to termination of this Contract for failure of Walker to meet minimum qualifications for continued employment pursuant to item 7.a. immediately above, the parties agree that this Contract may be terminated pursuant to its own terms in any of the following circumstances:

1. Mutual agreement of the parties;
2. Death of Walker
3. Walker notifies the Board of his resignation which shall be in writing at least one hundred and eighty (180) days prior to its proposed effective date, which said effective date shall be on or before the expiration of Walker's then current Contract.
4. Disability of Walker subject to the following:
 - 4.1 In the event of disability by illness or incapacity, after Walker's sick, vacation, and personal days, have been exhausted, the regular compensation shall be reinstated after Walker has returned to employment. The Board may terminate this Contract by written notice to Walker at any time after Walker has exhausted any accumulated sick, vacation, and personal days.
 - 4.2 If a question exists concerning the capacity of Walker to return to his duties, the Board may require Walker to submit to a medical examination, to be performed by a doctor licensed to practice medicine in the State of Indiana. The Board and Walker shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the Board. The physician shall limit his report to the issue of whether Walker has a continuing disability which prohibits him from performing duties;
5. Discharge for any cause in any statute stipulating cause of dismissal of teachers; Termination of Superintendent Contracts as found in Indiana Code 20-28-8-7.
6. Walker is convicted of a crime under state or federal Law
7. Failure to perform the duties set out in item 3 of this Contract

c. Procedure for Termination

Board procedure will be in accordance to Indiana Code 20-28-6, 20-28-8 and 20-28-8-7.

8. Teacher's Contract

The Parties agree that they will execute one or more one-year multi-year standard teacher contracts to implement the terms of this Contract. The parties further agree that to the extent that this Contract is inconsistent with Walker's basic teacher Contract this Contract replaces it and the

terms of this Contract shall control. Any provision of this Contract notwithstanding, nothing contained herein shall impair the rights of Walker as a teacher.

9. Contract as a Public Record.

The parties agree that this Contract is a public record under the Indiana Public Records Law, Indiana Code 5-14-3 pertaining to teacher Contracts generally.

10. Drafting and Construction of Contract.

For purpose of constructing and interpretation of this Contract, both parties participated in the drafting of this Contract and neither party shall be considered the drafter of the Contract or any particular language contained in the Contract.

AGREED THIS _____ DAY OF _____, 2017.

SUPERINTENDENT

BOARD OF SCHOOL TRUSTEES

Gregory D. Walker

BY: _____
Mary Ann Spray, President

Attest: _____
Bradie Hall, Secretary