

## SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This contract (hereafter "this Contract") alters the regular teacher contract for the employment of Tim Taylor as Superintendent by the Board of Trustees of the Brownstown Central Community School Corporation ("Board" or "Corporation") by consent of the parties in the manner permitted by Indiana Code 20-28-8-6. This contract incorporates by reference the regular teacher contract.

### 1. Parties to this Contract and Definition of Terms.

#### a. Parties to this contract

Tim Taylor (hereinafter sometimes referred to as "Superintendent"); 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 July 1 of one calendar year and concluding on June 30 of the following calendar year. This definition of a contract year may be amended from time to time by agreement of the parties hereto.

### 2. Employment of Superintendent Term of Employment.

The Board employs Superintendent and Superintendent agrees to be employed by the Board as Superintendent and Chief Executive Officer of the Brownstown Central Community School Corporation beginning February 15, 2022 ("Effective Date") until the end of the term of this contract on February 14, 2025, 2022, subject to the terms of this contract and so long as he holds a valid Indiana School Superintendent License.

The Superintendent shall provide the Board President, in June 2024, a written reminder that this contract is set for expiration on February 14, 2025.

The Parties agree that the length of this Agreement may be extended for not more than an additional five (5) years beyond the original term, provided Superintendent receives an effective or highly effective evaluation rating and no party objects to such an extension. Upon extension of this Agreement, all provisions other than the length of this Agreement shall remain the same unless the Parties specifically agree in writing to additional modifications to this Agreement.

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

The Board agrees to review Superintendent's performance once per contract

year. Superintendent may request an additional review by the Board each year.

### 3. Teacher's Contract

The Parties agree that they will execute a regular teacher contract annually to implement the terms of this Contract. The parties further agree that to the extent that this Contract is inconsistent with Superintendent's regular teacher Contract this Contract replaces it and the terms of this Contract shall control.

### 4. 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.

Superintendent 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 Superintendent pursuant to this Contract are unique to the position. Superintendent will therefore not be transferred or reassigned by the Board to another position without his written consent, or without cause as established in this Contract.

### 5. Salary & Benefits

As consideration for services performed under this Contract, the Board agrees that Superintendent shall receive the following:

#### a. Salary

Superintendent shall be paid a salary of \$132,500 from the Effective Date forward.. Beginning with the 2021-2022 school year and each contract year thereafter, if the Superintendent is evaluated as highly effective or effective, the Board may, in its sole discretion, increase the Superintendent's base salary or grant the Superintendent a one-time performance pay stipend in an amount that matches or exceeds that given to other district administrators, so long as it does not to exceed ten thousand dollars (\$10,000.00).

#### b. 401(a) Plan Contribution

The Superintendent shall be entitled to a contribution equal to 2% of his salary deposited into the Superintendent's account established under the Corporation's 401(a) plan.

#### c. Vacation Sick, and Personal Leave

Superintendent shall be granted twenty (20) paid vacation days, fourteen (14) paid sick days, ten (10) paid holidays, and five (5) personal days for each contract year.

Superintendent may carry over sick days in the same manner granted to Corporation administrators. If at the end of the school year the Superintendent has accumulated ninety (90) or more sick days, the Superintendent shall receive a deposit to his 401(a) plan account equal to eighty dollars (\$80.00) multiplied by the number of sick days Superintendent had accrued, but not used that school year.

No additional sick leave compensation shall be granted under this Contract unless additional sick leave compensation is negotiated with the BCCTA or granted by the Board to administrators. If additional sick leave compensation is granted to Corporation administrators or teachers, Superintendent will also be granted such additional compensation.

Superintendent shall be allowed to annually transfer thirty (30) of his accumulated sick days from prior school employers to Brownstown Central Community School Corporation each July 1 of this contract.

Any unused personal days at the end of a contract year will be rolled into Superintendent's accumulate sick days.

#### d. Other Paid Leave

Superintendent 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.

#### e. Health, Life, and Dental Insurance

The Board shall pay to the Superintendent additional salary in a sum equal to the employer health insurance premium contribution offered by the Board to its certificated administrative employees. This allowance for health benefits will be used by Superintendent to pay for such benefits. 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(d) and used to determine the "average of annual compensation defined in IC 5-10.2-4-3(a) and reported to the Indiana State Teacher Retirement Fund for purposes of calculating the Superintendent's retirement benefit.

The Board shall provide the Superintendent a vision plan and long term disability plan with a \$1 annual contribution by the Superintendent toward each of these Plans.

The Board shall provide the Superintendent term life insurance in the amount of \$250,000, subject to underwriter approval, with a \$1 annual contribution by the superintendent.

The Superintendent may participate in the Corporation's dental plan by paying the full premium for selected coverage.

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. Fuel Allowance and Credit Card

The Board shall provide Superintendent with a fuel credit card to be used solely for the purchase of gasoline for travel inside the State of Indiana, up to an annual total of \$5,000. In addition, Superintendent shall be provided with a credit card, in the name of the Corporation, to be used exclusively for school purposes. Superintendent shall keep records necessary to comply with the Internal Revenue Service and State Board of Accounts requirements.

h. Cell Phone Allowance

The Superintendent will be provided with a cell phone allowance of \$60 per month.

i. Business and Professional Expenses

The Board shall reimburse Superintendent 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, expenses related to the Superintendent's attendance at conferences, and other reasonable activities.

j. Long-Term Disability

The Board shall provide Superintendent with a long-term disability insurance policy. The policy will include a level of coverage of two-thirds of contracted salary with a waiting period of no more than 90 calendar days.

6. 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 within the scope of his employment under this Contract, to the fullest extent permitted by law.

7. Extension and Amendment of this Contract

The contract may be extended, renewed, altered, or rescinded at any time by mutual consent of the parties, or as otherwise provided in this Contract and pursuant to Indiana law.

## 8. Termination of this Contract

### a. Termination for Failure to Meet Minimum Qualifications.

The parties agree that at the time of execution of this Contract, Superintendent holds a Superintendent license. If at any time during the term of this contract, Superintendent no longer holds a Superintendent license, this contract shall terminate immediately without any due process or other pre-condition to cancellation except as is necessary to confirm licensure status.

### b. Termination for Other Reasons.

In addition to termination of this Contract for failure of Superintendent to meet minimum qualifications, 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 Superintendent

3. Superintendent's resignation, which shall be in writing to the Board and at least 90 days prior to its effective date.

4. Disability of Superintendent subject to the following:

4.1 In the event of disability by illness or incapacity, after Superintendent's sick, vacation, and personal days have been exhausted, regular compensation shall be reinstated after Superintendent has returned to employment. If Superintendent is unable to return to work following exhaustion of applicable leave and subject to the requirements of the Americans with Disabilities Act, the Board may terminate this Contract by written notice to Superintendent.

4.2 If a question exists concerning the capacity of Superintendent to return to his duties, the Board may require Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine in the State of Indiana. The Board and Superintendent 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 Superintendent has a continuing disability which prohibits him from performing Duties;

5. Discharge for any cause in any statute stipulating cause of dismissal of teachers, administrators, or superintendents.

6. Superintendent is convicted of a crime for which the Indiana Department of Education has discretion to revoke an educator's license or which would render a Superintendent unfit to serve in a position of educational and financial authority

7. Failure to adequately perform the duties set out in Superintendent's job Description.

c. Procedure for Termination

Termination procedure will be in accordance to Indiana law on superintendent and teacher contract cancellation. The parties acknowledge and agree that termination of this Contract constitutes termination of Superintendent's overall employment, and the termination of Superintendent's teacher contract with the Corporation, unless the parties agree otherwise.

9. Contract as a Public Record.

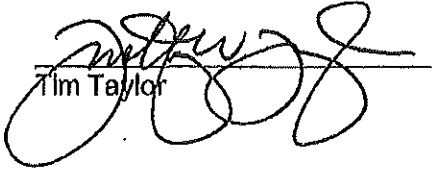
The parties acknowledge that this Contract is a public record under the Indiana Public Records Act.

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 8 <sup>MARCH</sup> ~~February~~ <sup>SSA 3/8/22</sup> DAY OF ~~February~~ 2022.

SUPERINTENDENT

  
Tim Taylor

BOARD OF SCHOOL TRUSTEES

by:   
Scott Shade,  
President

attest:   
Mary Lou Burcham  
Secretary