

**ADDENDUM TO THE REGULAR TEACHER CONTRACT BETWEEN
MARY TRACY-MACAULAY AND THE
HANOVER COMMUNITY SCHOOL CORPORATION
BOARD OF SCHOOL TRUSTEES**

WHEREAS, the Hanover Community School Corporation wishes to employ Mary Tracy-MacAulay, as Superintendent of the Hanover Community School Corporation; and

WHEREAS, Mary Tracy-MacAulay, wishes to accept employment as Superintendent of the Hanover Community School Corporation; and

WHEREAS, applicable Indiana statutes require that the Superintendent's contract be on the Regular Teacher's Contract form approved by the State Board of Education and permit the parties to such a contract to supplement the Regular Teacher's Contract between the parties with addenda; and

WHEREAS, Mary Tracy-MacAulay and the Board of School Trustees desire to supplement the regular teacher's contract between them with this Addendum and a **second** addendum titled "Insurance Benefit Package Form, Administrative Contract Addendum";

NOW THEREFORE, in consideration of the mutual promises contained herein, and in the regular teacher's contract and a second addendum titled "Insurance Benefit Package Form, Administrative Contract Addendum, the parties agree as follows:

1. **Term of Employment & Compensation.** The Hanover Community School Corporation acting by and through its Board of School Trustees ("Board"), hereby employs Mary Tracy-MacAulay ("Superintendent") and Mary Tracy-MacAulay accepts and agrees to be employed by the Board as Superintendent of the Hanover Community School Corporation ("School Corporation") for a period beginning on July 1, 2022, and ending on June 30, 2026. This Contract shall not extend beyond June 30, 2026.

Basic Salary & Benefits. Beginning in 2022, for each period from July 1 to the following June 30 (hereafter in this Contract referred to as a "school year"), the

Superintendent shall be paid a basic salary of One Hundred Thirty-Nine Thousand Five-Hundred Thirteen Dollars (\$139,513.00)

The Superintendent shall receive an increase of Five Thousand Dollars (\$5,000.00) to the basic salary upon successful completion of a doctoral degree in educational administration. The Superintendent and the Board agree the Superintendent shall not be eligible to receive the salary increase for successful completion of a doctoral degree in educational administration until the school year beginning on July 1, 2022.

In addition to her basic salary the Superintendent shall receive the benefits established for administrative employees of the Board in its Administrative Benefits document adopted by the Board of effective January 4, 2005, and those benefits made available pursuant to the Superintendent's elections on the "Insurance Benefit Package Form Administrative Contract Addendum".

Except as otherwise provided herein, if the Superintendent remains continuously employed as the Superintendent at Hanover Community School Corporation until the age of sixty-two (62), the Superintendent shall have the option of retaining her selected School Corporation group health, dental, and vision insurance program upon retirement from Hanover Community School Corporation at the school corporation's expense, for a period not to exceed 3 years, or until she qualifies for Medicare, whichever is shorter. The group health, dental, and vision insurance program offered after retirement shall be solely for the Superintendent and not for her spouse or family. If the Superintendent is separated from employment with Hanover Community School Corporation (whether voluntarily or involuntarily) and accepts employment with a different district who offers health coverage, then the Superintendent shall not be eligible for the health insurance bridge benefit provided herein. If the Superintendent is terminated for any reason identified in paragraph nine (9) of this Agreement she shall not be eligible to receive group health, dental, and vision insurance after her employment ends with Hanover Community School Corporation.

If the Superintendent's employment ends prior to completing the contract term the Superintendent's paid time off ("PTO") shall be pro-rated based on the term completed by the Superintendent.

2. **Duties of the Superintendent.** The Superintendent agrees that at all times during her employment pursuant to this Contract and its successor agreements between the parties, that she will maintain a valid and appropriate certificate or license to serve as Superintendent of the Hanover Community School Corporation as required by Indiana law and regulations. The Superintendent further agrees that she will perform all duties of the position of Superintendent as required by the statutes of the State of Indiana, and the Division of Professional Standards of the Indiana Department of Education, and such other duties as may be prescribed herein or as described in the job description for the position of Superintendent as adopted by the Board and amended from time to time by agreement of the parties.

3. **Board-Superintendent Relations.** It is contemplated that both parties to this Contract will conduct themselves in accordance with the statutory obligations of each party and the applicable regulations adopted by the State Board of Education in addition to those obligations set forth in the governing documents of the School Corporation as now existing or as may be amended by agreement of the parties from time to time.

It is the intention of each party to fully support the other in the performance of their duties prescribed by this Contract.

It shall be the duty of the Superintendent to inform the Board of any changes in Board policy necessary to enable the Superintendent to accomplish her duties. The Superintendent shall prepare any proposed policies or changes in existing policies she determines to be necessary and submit her proposals to the Board.

The Superintendent shall inform the Board as soon as practicable of any need to take action where the Board has provided no guidelines for management action.

4. **Outside Professional Activities.** The Superintendent may undertake, outside professional activities so long as these activities do not conflict with or

compromise her performance of her duties as Superintendent. Outside professional duties may include but not be limited to, consultations, speaking engagements, writing, teaching, lecturing, or other professional duties. Any payment for outside professional activities of the Superintendent shall be the property of the Superintendent as long as they are not prepared using Board facilities or equipment.

5. **Evaluation of the Superintendent, and Review of Salary and Benefits.**

The Board shall evaluate the performance of the Superintendent based upon her performance of the duties established pursuant to Paragraph two (2) of this Contract prior to July 1st of each successive school year that this Contract is in effect. Changes to the existing standards of evaluation of the Superintendent by the Board shall be by mutual agreement.

The primary purpose of the evaluation of the Superintendent by the Board shall be to identify and bring about improvements, if needed, in the performance of the duties of the Board and Superintendent established by this Contract, and to promote the maximum effective management and administrative leadership of the School Corporation.

At the time of the Board's evaluation of the Superintendent pursuant to this paragraph, the Board shall consider increases in the Superintendent's compensation, including both wages and fringe benefits. The Superintendent's fringe benefits shall not be less than those contained in the Administrative Benefits document adopted by the Board effective January 1, 2005, and those benefits made available to the Superintendent pursuant to "Insurance Benefit Package Form Administrative Contract Addendum" incorporated into this Contract.

6. **Expenses.** All reasonable expenses of the Superintendent incurred in the performance of her professional duties, including attending local, regional, state and national meetings, shall be paid by the Board in accord with its policies in effect at the time the expense is incurred.

The Superintendent agrees to give the Board reasonable advance notice of her proposed absence from the School Corporation for attendance at local, regional, state and national meetings and a reasonable estimate of the likely expense.

7. **Termination By Mutual Agreement.** At any time the parties to this Contract may, by mutual agreement, terminate this Contract. The basic consideration of the parties in terminating this Contract shall be the welfare of the community served by this School Corporation.

8. **Resignation.** The Superintendent agrees to comply with all applicable Indiana statutes or regulations regarding providing the Board with notice of any intention to resign and shall give the Board sixty (60) days' notice of any intention to resign her position and terminate this Agreement. This notice shall be given, in accord with paragraph seventeen (17) of this Contract.

9. **Termination, Disability, & Dismissal of the Superintendent for Cause.** The Board shall have the right to terminate this Contract for cause as provided by the portions of IND. CODE 20-28-7.5 established cause for the dismissal of a teacher. The following are examples of the basis upon which the Board may terminate this Contract:

- (1) Failure of the Superintendent to maintain the necessary license or credentials required by Indiana law to serve as Superintendent of the School Corporation.
- (2) Conviction of a crime involving the misappropriation or misuse of School Corporation funds, equipment, or personnel.
- (3) Conviction of a felony as that term is defined under applicable Indiana law; including but not limited to convictions of those crimes listed in IND. CODE 20-28-5-8(c).
- (4) Disability as defined in this Contract.
- (5) Retirement as defined in this Contract.

The aforementioned list shall serve as an example only, and the Board reserves any right it may have under applicable Indiana law which allow for termination of the Superintendent's contract.

Disability. The employment of the Superintendent may be terminated if the Superintendent becomes totally and permanently disabled. The words “*totally and permanently disabled*” shall mean that the Superintendent has been determined to be totally and permanently disabled under any applicable disability insurance policy or disability benefits provided to the Superintendent by the terms and conditions of this Contract. The employment shall terminate as of the date of the Superintendent becomes entitled, to receive total permanent disability benefits under any applicable disability insurance policy or disability benefit program provided to the Superintendent by this Contract.

Retirement. This Agreement terminates upon receipt of proper notification from the Superintendent of her election to retire. The date of termination becoming effective as per the applicable Board policies and provision of this Contract regarding retirement.

Notice & Hearing. The Board shall give the Superintendent written notice of its decision to begin the statutory process of considering the termination of this Contract by personal service or service by certified mail with return receipt requested, c/o her last known address.

The Superintendent may request a hearing before the Board and the Board shall hold such a hearing before any termination of this Contract under this Contract provision becomes effective. A request from the Superintendent for a hearing before the Board on the proposed termination of this contract must be served by personal service or by certified mail with return receipt requested on the President of the Board within ten (10) days of the Superintendent’s receipt of notice of proposed termination from the Board.

Duties Upon Termination. Regardless of the reason for termination, the Superintendent shall have no further duties to the Board or School Corporation after the termination. The Superintendent shall remove herself and her personal effects from the School Corporation offices and shall receive no compensation after the effective date of the termination. The Superintendent shall refrain from removing the School Corporation offices, any School Corporation records, any case

files, student files, file folders, or parts of student files. The Superintendent shall surrender any items of School Corporation property in her possession, including but not limited to any keys to automobiles, keys to School Corporation facilities, credit cards, or any other Corporation property in her possession. It is agreed that there is no adequate remedy at law to enforce these provisions regarding the return of School Corporation property, equipment and records and therefore, the Board shall be entitled to a temporary restraining order, a preliminary injunction and a permanent injunction to enforce these provisions of this Contract, in the event that the former Superintendent fails or refuses to abide by these provisions.

10. **Retirement.** The Board agrees to pay into the Indiana State Teacher's Retirement Fund, the employer and employee contribution required by Indiana law and Board policies.

In each school year (July 1 through the following June 30), in addition to any benefit provided to the Superintendent pursuant to her election on the addendum titled "Insurance Benefit Package Form, Administrative Contract Addendum", the Board agrees to pay into an annuity for the Superintendent, a sum equivalent to four percent (4%) of the Superintendent's basic salary. The Superintendent shall have all other rights and benefits applicable to a certificated retiree from the Hanover Community School Corporation. The same policies applicable to other administrators of the School Corporation in regard to retirement including early retirement, shall apply to the Superintendent.

11. **Insurance & Fringe Benefits.** The Board agrees to provide insurance and other fringe benefits to the Superintendent pursuant to the Administrative Benefit Schedule adopted by the Board and a second addendum to this Contract titled "Insurance Benefit Package Form, Administrative Contract Addendum". These benefits shall include health insurance – 100% paid by the Board, accidental death and dismemberment, and long-term disability insurance on the same basis as it provides this benefit to other administrators in its employ. The Board further agrees to provide term life insurance equivalent to two times the

Superintendent's basic salary in effect at the with the insurer who provides life insurance to the Board's administrators.

12. **Vacation Leave, Personal Business Leave, and Sick Leave.** The Board agrees to provide the Superintendent with paid vacation leave, paid personal business leave, and paid sick leave at a minimum of not less than those provided to other administrators employed by the Board.

The Superintendent shall be entitled to twenty (20) days of paid vacation leave each school year (July 1 to June 30).

The Superintendent shall be entitled to three (3) paid personal business leave days per school, year. Any unused personal business leave days revert to the Superintendent's accumulated sick leave days at the end of each school year.

13. **Re-assignment.** The Superintendent shall not be subject to re-assignment to other duties or be assigned additional duties except by agreement of the parties.

14. **Annual Physical Examination.** The Board agrees to pay, or reimburse to the Superintendent for the cost of an annual physical examination not otherwise covered by the health insurance provided by the Board. The conclusions of the physician performing any physical examination as to her fitness to serve as Superintendent shall be placed in the Superintendent's medical personnel file and made available to the Board.

15. **Liability Insurance.** The Board agrees to maintain in force and effect, a policy of liability insurance to protect the Board and the Superintendent from claims, demands, actions, suits, judgments, expenses, costs and attorney fees, which arise from the, Superintendent's performance of services for the School Corporation and in the scope of the Superintendent's employment with the School Corporation.

16. **Indemnity.** The Board will indemnify the Superintendent and hold her harmless from any claims, demands, actions; suits, judgments, expenses, costs and attorney fees, which arise from the Superintendent's performance of services

for the School Corporation or in the course and scope of the Superintendent's employment by the Board. The indemnity duty of the Board to the Superintendent applies to any actual or alleged act or omission of the Superintendent, except for the following:

- (1) Where the School Corporation has determined the Superintendent should be terminated pursuant to Paragraph 9 of this Contract; or
- (2) Where there has been a final adjudication that the Superintendent is guilty of theft of School Corporation funds or property or was found guilty of other criminal, fraudulent or dishonest acts arising from the same factual basis as the acts for which indemnification is sought; or
- (3) To the extent that the Board's liability insurance carrier(s) has indemnified the Superintendent; or
- (4) To a claim or suit by the Board against the Superintendent; or
- (5) Where the claim or suit results in a finding that the Superintendent acted ultra vires.

17. **Notices.** Any notice required or permitted to be given to the Superintendent under the terms of this Contract will be sufficient if given in writing and delivered by personal service or by certified mail, return receipt requested, at the last known residence of the Superintendent or former Superintendent.

Notice may be given to the Board by written notice, addressed to the President of the Board of School Trustees of the Hanover Community School Corporation, and to the Attorney for the Hanover Community School Corporation, in two separate envelopes, by personal service or by certified mail, return receipt requested, addressed to:

President, Hanover Community School Corporation
Board of Trustees
c/o Hanover Community School Corporation
9520 West 133rd Ave.
Post Office Box 645

Cedar Lake, IN 46303

And,

Attorney for the Board of School Trustees
Hanover Community School Corp.
9520 West 133rd Ave.
Post Office Box 645
Cedar Lake, IN 46303

Entire Agreement. The Regular Teacher's Contract, along with this Addendum and the "Insurance Benefit Package Form Administrative Contract Addendum" incorporated into this Contract taken together shall constitute the entire agreement between the parties on the subject of the Superintendent's employment by the Board. There are no other oral or written agreements between the parties. No change or modification to this Contract shall be valid unless the same is in writing and is signed by the Superintendent and by the President and Secretary of the Board. No waiver of any provision of this Contract is valid unless it is stated in writing and signed by the party to be charged, as specified above.

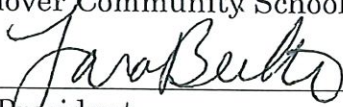
18. **Severability and Execution in Counterparts.** If any portion or portions of this Contract shall be, for any reason, invalid or unenforceable, the remaining portions shall nevertheless be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties. This Contract shall be subject to and governed by the laws of the State of Indiana and any claims that must be litigated under this Contract shall be litigated in the venue of Lake County, Indiana.

Execution of separate but identical copies of this Contract by the Board and Superintendent shall be sufficient to establish a binding contract between the parties and shall bind the parties as if they had executed a single copy of this Contract.

IN WITNESS WHEREOF, the President and Secretary as the duly authorized officers of the Board, and the Superintendent have executed this Contract on the day and year written below.

Date: 9-27-22

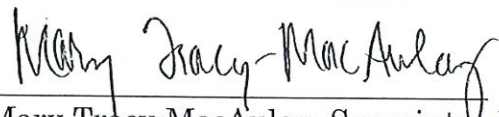
Hanover Community School Corporation

By 
President

ATTEST:

By 
Secretary

Date: 9-28-22

By 
Mary Tracy-MacAulay, Superintendent