

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This Superintendent's Contract of Employment (hereafter "this Contract") supplements the basic teaching contract of Dr. Kathryn Jessup as Superintendent by the Board of School Trustees of the Brownsburg Community School Corporation ("School Corporation") by consent of the parties in the manner permitted by IC 20-28-8-6.

1. Parties to this Contract and Definition of Terms

The parties to this Contract are the:

"Superintendent" meaning Dr. Kathryn Jessup and the "Board" meaning the Board of School Trustees acting as the governing body of the Brownsburg Community School Corporation.

The term "school year" as used in this Contract means a period beginning on July 1 of one calendar year and concluding on June 30 of the following calendar year.

2. Employment of Superintendent & Terms of Employment

The Board agrees to employ the Superintendent and the Superintendent agrees to be employed by the Board as a Superintendent for a period beginning July 22, 2024 through June 30, 2027 ("Contract Term") for an initial three (3) year term.

Unless either party notifies the other party in writing by May 31, 2026, this Contract shall be automatically extended an additional one year to June 30, 2028, resulting in a two-year contract.

Thereafter, and pursuant to Indiana law, this Contract may be extended each May 31 in the same manner, for an additional year unless the Superintendent or the Board notifies the other party to the contrary. The parties agree the one-year automatic extensions are valid under Indiana law up to five (5) years. This equates to a contract extension that could run through June 30, 2032, with the last renewal taking effect June 30, 2030. Upon expiration June 30, 2032, the parties can negotiate a new contract and terms per Indiana law.

The parties agree that the Superintendent shall provide services for 260 days during each school year. These workdays shall be provided in accordance with a schedule of workdays established by the Superintendent to insure the full and competent performance of the duties established in Paragraph 3 of this Contract. The 260 workdays shall include sick leave days pursuant to Paragraph 4(c) of this Contract and any other paid leave pursuant to Paragraph 4(d) of this Contract.

The Superintendent shall devote the Superintendent's time, attention, and energy to the business of the School Corporation. However, with the prior approval of the Board, the Superintendent may serve as a consultant to other school corporations

or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities that are of a short-term duration. In such cases, honoraria paid to the Superintendent in connection with these activities shall be transferred to the School Corporation. In no case will the School Corporation be responsible for any expenses incurred in the performance of such outside activities.

3. Duties of the Superintendent

The parties agree that the duties of the position of Superintendent to be performed pursuant to this Contract include the duties generally recognized as being the formal functions of a public school Superintendent in the state of Indiana. The parties agree that the description of the duties as Superintendent as stated in the Superintendent Job Description attached as Exhibit A represent a reasonable division of responsibilities between the policy making responsibility of the Board, and the implementation and management responsibilities of the Superintendent.

The Superintendent agrees that the Superintendent's duties pursuant to this Contract represent full employment and the Superintendent will not accept outside employment, perform work as an independent contractor, or engage in any other business pursuit involving the Superintendent's personal services.

The parties of this Contract further agree that the duties performed by the Superintendent pursuant to this Contract are unique to this position in the School Corporation, and the Superintendent will therefore not be transferred or reassigned by the Board to another position without the Superintendent's written consent unless the Superintendent is on leave, incapacitated, or otherwise unable to fulfill the duties of Superintendent as determined by the Board.

The Superintendent agrees that at all times while the Superintendent is employed pursuant to this Contract, the Superintendent 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 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.

4. Salary & 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. 2024-2025 School Year Salary

The Superintendent shall be paid the base salary of \$195,000 for the annual period of July 22, 2024 through June 30, 2025, subject to applicable

withholdings, payable in accordance with the School Corporation's regular payment practices for administrators.

b. Salary Raises and Stipend(s) for Years in the Future After the 2024-2025 School Year

Beginning with the 2025-26 school year and each contract year thereafter, if the Superintendent is rated as highly effective or effective and achieves the annual performance objectives established by the Board during the previous contract year, then the Board shall increase the Superintendent's salary in an amount equal to the average percentage salary increase given to teachers.

For each year of this Contract, the Superintendent will be eligible for Performance Compensation. The Board will evaluate the Superintendent's achievements of the performance criteria each year as a part of her evaluation. Performance Compensation may be awarded if the Superintendent meets or exceeds the goals and objectives set by the Board each year. The Performance Compensation will be capped at a maximum of five percent (5%) of the Superintendent's base salary and will be paid in a lump sum to the Superintendent no later than forty-five (45) days following the Board's decision to grant Performance Compensation. The parties agree that the payment of Performance Compensation is at the complete discretion of the Board.

c. Leave

The Superintendent shall be entitled to the annual number of sick leave days provided to the other full-time administrative employees of the School Corporation. The Superintendent may use sick leave days and will be allowed to accumulate the same number of sick leave days as permitted under the sick leave plan by other administrative employees.

d. Vacation Days

The Superintendent shall be entitled to 25 paid vacation days annually accumulating to a maximum of 30 days, plus paid holidays afforded to all other School Corporation administrators.

e. Insurance Coverage and Contribution

The Board agrees to pay all but \$1.00 of the Superintendent's medical, dental, vision, life, and long-term disability insurance.

f. INPRS Employee Contribution

The Board shall make any contribution to the Indiana Public Retirement System that would otherwise be required to be paid by the Superintendent. All payments to the Superintendent are subject to federal income tax and the Superintendent's contribution to the Indiana Public Retirement System shall be included in the Superintendent's salary for purposes of the Indiana Public Retirement System.

g. Car Allowance

The Board shall provide the Superintendent with an annual car allowance in the amount of \$8,000.

h. Cellular Phone

The Superintendent is required and it is essential for the performance of the Superintendent's duties to have a cell phone and cell phone service with both voicemail and email capacity. The School Corporation shall provide the Superintendent with a stipend of \$1,200 per school year.

i. Business and Professional Expenses

The Board shall reimburse the 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 for educational administrators and expenses related to the Superintendent's attendance at conferences and activities.

j. Retirement

The Board shall provide additional dollars for tax-deferred contributions for the Superintendent to retirement plan arrangements described in Sections 403(b) and 457(b) of the Internal Revenue Code (the "Code") for each employment year. These payments shall be an annual amount equal to \$10,000 for a Code Section 403(b) Plan and \$10,000 for a Code Section 457(b) plan for that employment year.

The Superintendent shall complete the necessary forms to make these salary reduction contributions to the Code Section 403(b) plan and the Code Section 457 (b) plan sponsored by the School Corporation. The Board shall take the necessary actions to implement those forms and shall remit such salary reduction contributions to these plans during the month of July each employment year. The Superintendent acknowledges that the salary reduction contributions will be characterized as wages for Social Security,

FICA and as compensation for purposes of contributions to the Indiana State Teachers' Retirement Fund.

5. Evaluation

The Board's evaluation of the Superintendent shall be consistent with the Indiana law applied to the evaluation of a public school superintendent. The Board shall conduct an annual evaluation of the Superintendent, not later than June 1 of each year during the Contract Term. In addition, the Board shall semi-annually have an informal evaluation to discuss the Superintendent's job performance, which should be done in December of each year.

6. Termination of Contract

a. Termination by Mutual Consent

The parties may terminate this Contract on any date during the Contract Term if the Board and the Superintendent mutually consent in writing to such termination.

b. Termination Prior to Expiration of Employment Term

The Board may terminate this Contract prior to the Expiration Date of the Contract Term: (1) as provided in IC 20-28-8-7(2) for any grounds specified in IC 20-28-7.5-1, in which event the Superintendent's tenure status as a teacher, if any, also will be terminated for the same reasons and no payment would be due upon cancelation for cause for this Contract or any regular teacher contract.

c. Termination on Expiration Date of Contract Term

The Board may terminate this Contract on the expiration date as provided in IC 20-28-8-7(3).

d. Termination by Superintendent

The Superintendent may terminate this Contract on the expiration date as provided in IC 20-28-8-7(4).

e. Death, Total Disability, or Retirement

This Contract shall terminate without action of the parties upon the occurrence of the death or the retirement of the Superintendent. In the event of total disability (as defined in the School's disability insurance policy as applicable to the Superintendent), the Board may terminate this Contract

by written notice to the Superintendent at any time after the Superintendent has exhausted any accumulated sick leave and such other leave as may be available.

7. Work Product

Upon the termination of this Contract, the Superintendent shall be permitted to remove her personal property from the School Corporation. However, all work product of the School Corporation shall be the property of the School Corporation and shall remain in the possession of the School Corporation. For purposes of this provision, work product is defined as all documents, tangible items, and things that were prepared by the Superintendent or her designee in the scope of employment in written or electronic form, and any and all other documents, tangible items and things that reflect action taken on behalf of the School Corporation, within the scope of employment, or at the request of the Board.

8. 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 the duties set out in paragraph 3 of this Contract to the fullest extent permitted by law. However, the School Corporation's defense and indemnification of the Superintendent shall not apply to any demand, claim, or action brought by the Superintendent, including, but not limited to, demands, claims, or actions against the School Corporation.

9. Entire Contract of Parties

This Contract contains all the agreed terms of employment of the Superintendent by the Board and will not be modified except in a written document making specific reference to this Contract and the specific provision to be modified. Modifications to this Contract shall be approved by both parties in the same manner that this Contract was approved.

If required for purposes of compliance with a standard or request of the State Board of Accounts of the State of Indiana, the parties agree that they will execute one or more one-year or multi-year standard teacher contracts to implement the terms of this Contract. The parties further agree that to the extent this Contract is inconsistent with the Superintendent's basic teacher contract, the terms of this Contract shall control.

10. Contract as a Public Record

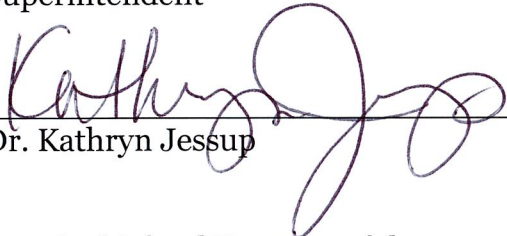
The parties agree that this Contract is a public record under the Indiana Access to Public Records Act, IC 5-14-3, and IC 20-28-6-2 pertaining to teacher contracts generally.

11. Delay is Not a Waiver

No act or omission or failure or delay by the School Corporation in exercising any right, power or remedy under this Contract shall operate as a waiver of any such right, power or remedy or of any of the School Corporation's rights under this Contract. The Superintendent acknowledges that every situation is unique, and the School Corporation may need to respond differently to the actions of one employee than to the actions of another employee. Therefore, the failure of the School Corporation to enforce the same, similar, or different restrictions against another employee or to seek a different remedy shall not be construed as a waiver or estoppel to the enforcement of the Contract's restrictions against the Superintendent.

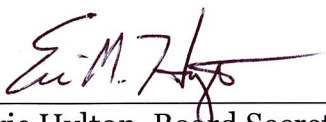
Agreed this 22nd day of July, 2024.

Superintendent


Dr. Kathryn Jessup

Board of School Trustees of the
Brownsburg Community School Corporation


Jessica Heffernan, Board President


Eric Hylton, Board Secretary

BROWNSBURG COMMUNITY SCHOOL CORPORATION

Job Description

Revised July 22, 2024

TITLE: Superintendent of Schools

REPORTS TO: Board of School Trustees

EMPLOYMENT STATUS: Contract

**FAIR LABOR
STANDARDS ACT STATUS:** Exempt

QUALIFICATIONS:

1. State of Indiana Superintendent's License.
2. Shall meet requirements of law and be governed by Indiana and Federal Law.
3. Proven leadership experience.
4. Ability to solve complex problems.
5. Good written and verbal communication skills.
6. Strong human relation skills, including professional tact, diplomacy, and presentation.
7. Multi-tasking ability and strong organizational skills.
8. Good health, high moral character, and a good attendance record.

GENERAL DESCRIPTION:

The Superintendent of Schools shall strive to achieve Corporation goals by providing educational direction and supervision to the professional staff and supervision to the support staff and by acting as a proper model for staff and students both in and outside the Corporation.

ESSENTIAL FUNCTIONS:

1. Assumes responsibility for recommending employment of all certified and support personnel to the Board.
2. Assigns all personnel employed by the Board.
3. Delegates authority and duties and supervises those entrusted with such authority.
4. Maintains, subject to the approval of the Board, a table of organization for the staff which will clearly define qualifications, responsibilities, powers, and duties of each staff member.
5. Reports to the Board each year on the competency of certified personnel with recommendations pertaining to continuance of contracts, reassignments, or dismissals.
6. Makes a careful evaluation of all administrative personnel annually and reports to the

Board each year on the competency of administrative personnel with recommendations pertaining to continuance of contracts, reassignments, or dismissals.

7. Provides for evaluation procedures of certified and support personnel which will reflect employees' competencies and which will promote their cooperation in improving their effectiveness.
8. Supervises and administers the educational program including a continuous study of the Indiana Academic Standards in order to establish priorities of students' educational needs and to promote best instructional practices and programs to meet identified priorities.
9. Makes recommendations to the Board relative to adequate space, personnel, instructional supplies and equipment for the educational program.
10. Makes regular visits to the schools in order to be well acquainted with personnel and physical facilities.
11. Recommends new policies and revisions of old policies to the Board.
12. Develops administrative rules and regulations to carry out Board policy.
13. Provides the Board with agenda, recommendations for Board actions, and supporting information in advance of Board meetings.
14. Keeps the Board informed of Corporation developments and administrative decisions.
15. Attends all meetings of the Board unless excused by same.
16. Prepares a carefully planned budget and the expenditure of school funds in accordance with the provisions of the budget, the laws of the State of Indiana, and the objectives of the Brownsburg Community School Corporation.
17. Formulates and executes a public relations program which effectively communicates school needs and programs to the Board, staff, students, and community.
18. Makes himself/herself available to parent, teacher, student, and community groups and organizations demonstrating an interest in education.
19. Works toward developing and maintaining a good relationship with the news media.
20. Participates in professional activities and professional organizations and encourages employees to engage in continuance of professional growth.
21. Keeps informed of and interprets all laws, regulations, statutes, rules, and policies affecting the Corporation.
22. Prepares all reports and maintains such records as required by law, regulation, and/or by the Board of Education.
23. Supervises the formulation of salary and benefit schedules for all employees of the Board of Education and recommendation of such.
24. Conducts a continuous study of the Corporation's development and needs and keeps the public informed of such.
25. Directs teacher negotiations with the approval of the Board.
26. Recommends a school calendar for the school corporation.
27. Takes such immediate action, as deemed necessary, in all cases of calamity, acts of nature, or other emergencies.
28. Establishes and maintains a good relationship with the Town of Brownsburg.

OTHER DUTIES AND RESPONSIBILITIES:

1. Serves as a role model for students in conducting themselves as citizens and as responsible, intelligent human beings.
2. Helps instill in students the belief in and practice of ethical principles and democratic values.
3. Performs such other duties as the Board of Education may assign/determine.
4. Conducts other duties as assigned by the School Board of Trustees.

ADDITIONAL WORKING CONDITIONS:

1. Occasional exposure to blood, bodily fluids, and tissue.
2. Occasional operation of a vehicle under inclement weather conditions.
3. Occasional interaction with unruly children and adults.

TYPICAL PHYSICAL DEMANDS:

1. Requires working under stressful conditions.
2. Requires ability to remain calm during periods of extreme situations.
3. Requires corrected hearing and vision to normal range.
4. Requires occasional lifting of boxes or other items weighing up to 50 pounds.