

## **Contract for Employment of Superintendent Huntington County Community Schools**

These additional terms of this Contract are an addendum to, and are incorporated in, the Regular Teacher's Contract between Huntington Community School Corporation by the Board of Trustees (HCCS) and Charles L. Brimbury, Ed.S. ("Superintendent") by consent of the parties in the manner permitted by Indiana Code 20-28-8-6. These terms, together with the Regular Teacher's Contract, are herein referred to as "the Contract."

Now, therefore, in consideration of the mutual covenants contained herein, HCCS and Superintendent agree as follows:

### **1. Contract Term.**

HCCS desires to employ the Superintendent and the Superintendent agrees to be employed by HCCS as the Superintendent for a period beginning March 24, 2026, and ending on June 30, 2029, subject to the terms of this Contract. This Contract shall automatically be extended one (1) school year on July 1, 2027, and then each successive July 1 thereafter unless a party gives the other written notice on or before the preceding June 30<sup>th</sup> that the party does not agree to the automatic extension of this Contract. The parties agree this shall result in a continuous three (3) year contract unless one (1) party provides timely written notice to the other. Provided, however, the Contract term shall be subject to the provisions of Section 6 (Termination). The parties agree that the Superintendent shall provide services on two hundred sixty (260) days during each school year. These workdays shall be provided in accordance with a schedule of workdays established by the Superintendent so to ensure the full and competent performance of the duties

established in Section 4 on this Contract. The two hundred sixty (260) workdays shall include sick leave days, and any other paid leave provided in this Contract. The Superintendent shall devote the Superintendent's time, attention, and energy to the business of the district.

2. **License.** Superintendent represents and warrants that he holds a valid Indiana superintendent's license. Superintendent shall maintain said license in good standing throughout the term of this Contract.
3. **Role.** Superintendent shall serve as the chief administrator of HCCS.  
  
Superintendent shall operate and manage HCCS in accordance with the policies of the Board and all applicable federal, state, and local laws and ordinances.  
  
Superintendent shall perform his duties competently and professionally.  
  
Superintendent or his designee, acceptable to the Board, shall attend all meetings of the Board.
4. **Duties.** The Superintendent shall perform all duties normally assigned to the superintendent of a public school system as stated in Huntington County Community School Corporation Board Policy ("Responsibilities of the Superintendent") and Job Description and perform all duties reasonably, properly, and lawfully assigned to the Superintendent by the Board.
5. **Salary.** HCCS shall pay the Superintendent an annualized salary of One Hundred Seven Thousand Dollars (\$170,000) effective March 24, 2026, which will be evaluated and increased by the Board in future contract years in accordance with the terms of this Contract. The salary shall be payable in the same manner as salary is paid to other HCCS administrators.

a. **Salary Increases.**

Beginning with the 2026-27 school year and for each year of this Contract thereafter, if the Superintendent receives a satisfactory and acceptable evaluation of effective or highly effective for that school year, HCCS will increase the Superintendent's base salary for the following school year in a percentage amount equal to the average of the raises given to the HCCS certified teaching staff.

b. **Salary Reduction Payments.** Beginning with the initial Contract year and each Contract year thereafter, the Superintendent will receive as additional basic salary in the amount of Seven thousand Five Hundred Dollars (\$7,500) at the end of year one of the contract payable on June 30, 2027 for the 2026/27 school year that the Superintendent may elect to contribute to a 403(b) Plan or take as additional wages (less applicable tax and other required withholdings). These payments will be hereinafter referred to as the "Salary Reduction Payments." This amount will increase by One Thousand Dollars (\$1,000) each year during the Superintendent's employment.

(1.) **Timing.** The total Salary Reduction Payments for benefits for a calendar year shall be made available to the Superintendent evenly throughout the applicable calendar year over the same pay periods and in the same manner that the Superintendent's Base Amount is paid to him.

(2.) It is intended that all amounts paid to the Superintendent pursuant to this provision, to the extent permitted by Indiana law, will be reported to

INPRS for purposes of calculating the Superintendent's TRF retirement benefit through INPRS.

6. **Termination.** This Employment Contract may be discontinued or terminated prior to the end of the Contract term for the following reasons:
- a. By resignation of the Superintendent.
  - b. For cause.
  - c. Without cause if the Board desires to terminate the Contract without cause; however, if HCCS desires to terminate the Contract without cause, then the Board will first request the Superintendent submit his resignation, and if he does so, then the Superintendent shall receive compensation in accordance with IN Code §20-28-8-6(b)(2) (2025):

*"(2) If the contract contains a provision that establishes an amount the governing body must pay to the superintendent to buy out the contract, the amount may not be more than an amount equal to the lesser of:*

- (A) the superintendent's salary for any one (1) year under the contract; or*
- (B) two hundred fifty thousand dollars (\$250,000).*

*A superintendent's salary under clause (A) does not include benefits or any other forms of compensation that the superintendent receives as payment under the contract other than the superintendent's salary."*

7. **Benefits.**
- a. In addition to those benefits described herein, the Superintendent is entitled to those fringe benefits included in the Teachers' Master Contract, as amended from time to time, as well as any additional benefits established by the Board for administrative employees of the Board. Notwithstanding the foregoing, to the extent that benefits provided in the Master Teachers' Contract or for other administrative employees duplicate a benefit or conflict with a benefit provided

pursuant to this Contract, then the benefit provided by this Contract shall be the benefit provided to the Superintendent.

b. **Corporation Vehicle.** The Superintendent will be provided with a school corporation vehicle. The Superintendent will follow IRS expected standards for this benefit. The vehicle shall be used for travel inside the State of Indiana, unless out of state travel is approved in writing by the HCCS.

c. **Health, Dental and Vision Insurance.** Except as otherwise adjusted hereinafter, the Superintendent shall receive as additional basic salary for Medical, Dental, and Vision Insurance, and Section 125 benefits and referred to as the SRA Amount and all as outlined in the HCCS Administrator Handbook which currently reads as follows:

### ***INSURANCE BENEFITS***

#### ***Medical Insurance***

*HCCSC will pay 90% of either a single or family HSA plan selected by the administrator.*

#### ***Dental Insurance***

*To be eligible for participation, an employee must be employed for a minimum of thirty (30) hours per week will be employed as a Bus Driver for the school year. This plan is funded entirely by the employee's contributions. For additional information on dental insurance benefits, please contact the Human Resource Manager or refer to the Employee Guide.*

#### ***Vision Insurance***

*To be eligible for participation, an employee must be employed for a minimum of thirty (30) hours per week or be employed as a Bus Driver for the school year. This plan is funded entirely by the employee's contributions. For additional information about vision insurance benefits, please contact the Human Resource Manager or refer to the Employee Guide.*

#### ***Section 125 Programs***

*Section 125 programs shall be available for administrator participation.*

This SRA Amount the Superintendent may elect to pay through salary reduction contributions for health, dental, and vision benefits through HCCS Section 125 Plan or that he may elect to take as additional wages (minus all applicable taxes and other required deductions). It is intended that all amounts paid to the Superintendent pursuant to this provision, to the extent permitted by Indiana law, will be reported to INPRS for purposes of calculating the Superintendent's TRF retirement benefit through INPRS. The Superintendent, as well as Superintendent's spouse and dependents, if any, may participate in the School Corporations Group Health and Accident Plan, as well as major medical, dental, and vision insurance plans, but otherwise subject to the eligibility requirements of such plans. Except as otherwise specifically provided herein, the Superintendent will be responsible for the entire cost of their participation in such group health, vision, and dental plans.

d. **Retiree Health Care Coverage.** In the event the Superintendent retires from HCCS in good standing and meets the requirements set forth herein, the Corporation shall pay ninety percent (90%) of the premium cost for the Superintendent's single-coverage lowest deductible health insurance plan in effect at the time of retirement until he becomes Medicare eligible. To receive this benefit, the Superintendent must be at least age 58 and have at least ten (10) total years of service in all positions with HCCS. Such coverage shall continue from the effective date of retirement until the Superintendent either becomes eligible for Medicare or obtains other employment that offers health insurance benefits, whichever occurs sooner. The Superintendent shall be responsible for notifying HCCS of any change in Medicare eligibility status. If the lowest deductible plan is discontinued, HCCS shall provide equivalent coverage through an alternative plan offering comparable benefits.

e. **Term Life Insurance and Long-Term Disability Insurance.** Premium to be paid by HCCS for two (2) times the salary, rounded to the nearest one thousand dollars until termination, resignation, or retirement, as adjusted by the age requirement of the insurance policy. The Superintendent shall be covered by HCCS for long-term disability program. The Board shall pay for the above benefits; provided, however, that the Superintendent shall pay \$1.00 per year for the long-term disability program and \$1.00 per year for the term life insurance.

f. **Employee Benefit Plans.**

(1.) **Matching Contributions.** Superintendent shall be entitled to participate in the matching contribution program included in the Master Teachers' Contract or in any separate matching contribution program established for administrative employees.

(2.) **Tax Deferred 401(a) Plan.** The Superintendent can utilize payroll deduction to purchase tax-deferred investments. In addition to the base salary, HCCS shall make a payment equal to ten percent (10%) of the base cash annual salary as of July 1 of each year of this Contract, which shall be contributed directly to a 401(a) or Roth IRA tax-deferred annuity of the Superintendent's selection on an annual basis starting June 30, 2026. All contributions from the employer or employee shall be immediately vested at 100% of contributions at the time of deposit.

(3.) It is intended that all amounts paid to the Superintendent pursuant to this provision for 401(a) contributions, to the extent permitted by Indiana law, will be reported to INPRS for purposes of calculating the Superintendent's TRF retirement benefit through INPRS.

g. **Teachers' Retirement Fund.** HCCS shall contribute the employee's share of the salary listed on the Contract to the Indiana Teachers' Retirement Fund.

h. **Dues.** HCCS shall pay the Superintendent's membership dues to AASA, IAPSS, IASBO, ACSD and other professional groups up to an amount not to exceed Two Thousand Dollars (\$2,000) per calendar year that enhance the Superintendents knowledge and effectiveness on his leadership position. The Board will cover the cost of other memberships for civic, social, or continuing education organizations not to exceed Seven Hundred Fifty Dollars (\$750) per calendar year. The Superintendent may attend up to five (5) professional development events per semester without Board approval. Any professional development events exceeding five (5) in a semester must be pre-approved by the Board.

i. **Sick Leave Accumulation during Employment.** The Superintendent shall receive fourteen (14) sick days per year. The Superintendent may accumulate up to one hundred eighty (180) sick days in accordance with the Master Teacher Contract. All days over one hundred eighty (180) not used by June 30 of each school year will be paid out at the Superintendent's daily rate or paid to the superintendents 401(a) or Roth IRA investment at his choosing.

(1.)It is intended that all amounts paid to the Superintendent pursuant to this provision for excess accumulated sick leave days on an annual basis, to the extent permitted by Indiana law, will be reported to INPRS for purposes of calculating the Superintendent's TRF retirement benefit through INPRS.

j. **Sick Leave Accumulation after Separation.** Upon separation from HCCS, all unused sick leave days remaining upon the Superintendent's separation of employment for any reason (up to One Hundred Eighty (180) days) will be paid at his daily rate at the time of separation from HCCS.

k. **Personal Leave Accumulation.** The Superintendent will receive four (4) personal leave days per year. The Superintendent shall not accumulate any more than six (6) personal days at any one time. Any remaining unused personal leave days beyond the total balance of six (6) days, shall be transferred to the accumulated sick leave on June 30<sup>th</sup> annually.

l. **Vacation.** HCCS grants the Superintendent thirty (30) vacation days each year. Unused vacation time each year may be carried over to a maximum of forty (40) days annually. Other unused vacation days will be paid out on June 30 annually at the Superintendent's daily rate or paid to the superintendent's 401(a) or Roth IRA investment at his choosing. Payment for these days shall occur after June 30 of each contract year.

m. **Liability Insurance.** HCCS shall maintain in effect professional liability insurance that shall provide coverage for the Superintendent, including costs of defense, for any legal actions maintained against the Superintendent for conduct within the performance of the Superintendent's duties.

n. **Taxes.** Superintendent shall be solely responsible for his employee's share of federal, state, and local taxes on Superintendent's income and on any taxable portion of any employment benefits.

o. **Travel and Conference Expenses.** HCCS shall establish an annual budget for the Superintendent's use in traveling to and attending professional

conferences, conventions, and seminars or, upon advance agreement, pay the Superintendent's reasonable expenses in registration, lodging, meals, and transportation for such events.

p. **Technology Support.** HCCS will provide a Fifty Dollar (\$50) stipend per pay period (\$1,300 annual total) to offset technology costs associated with the Superintendent's business duties. All payments pursuant to this paragraph shall be considered wages for purposes of ISTRF credit.

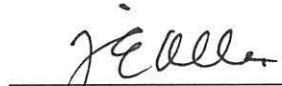
8. **Outside Professional Activities.** The Superintendent may undertake speaking engagements, writing, lecturing, or other professional duties and obligations, provided that such activities are pre-approved by the Board and do not interfere with the Superintendent meeting his responsibilities as Superintendent. The Superintendent shall notify the Board, or its designee, prior to performing these activities that require his attention during normal working hours and will only engage in such activities if pre-approved by the Board.
9. **Evaluation.** The Board shall conduct an initial evaluation of the Superintendent no later than January 31, 2027. A second evaluation of the Superintendent will occur on or before June 30, 2027, with annual evaluations occurring on or before June 30 of each calendar year thereafter for the balance of the contract.
10. **Governing Law.** The laws of the State of Indiana shall govern this Contract.
11. **Indemnification.** HCCS shall indemnify and hold the Superintendent harmless from any demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual or official capacity as an agent of HCCS unless individual gross negligence occurs.

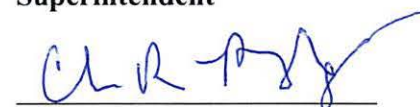
12. **Contract as a Public Record.** The parties agree that this Contract is a public record under the Indiana Public Records Law, Indiana Code 5-14-3, and Indiana Code 2-28-6-2 pertaining to certified teacher contracts.
13. **Miscellaneous Provisions.** Invalidity of any portion of this Contract under the laws of the State of Indiana or of the United States of America shall not affect the validity of the remainder of this Contract. This Contract may be amended by mutual agreement of the parties, in writing and executed with the same formality as the execution of this Contract. This Contract, together with the regular teacher's contract, constitutes the entire contract between the parties and supersedes all prior agreements.

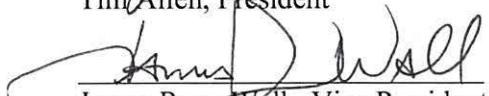
In witness whereof, the parties have executed this contract, effective as of March 24, 2026.

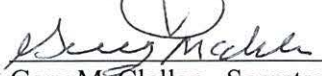
**Huntington County Community School Corporation**

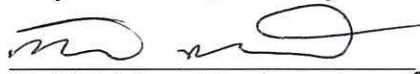
**Superintendent**

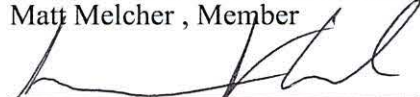
  
Tim Allen, President

  
Charles R. Brimbury, Ed.S.

  
James Ryan Wall, Vice President

  
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Matt Melcher, Member

  
Aaron Carl, Member

  
Deb Miller, Member

  
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