

REGULAR TEACHER CONTRACT

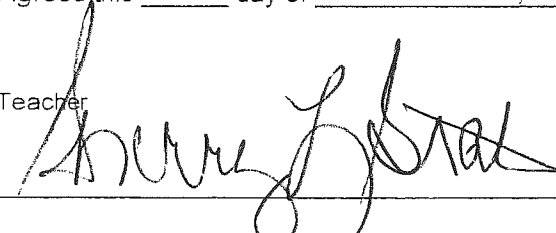
Prescribed pursuant to Ind. Code 20-28-6-3 as the regular and uniform contract for the employment of teachers pursuant to Ind. Code 20-28-6-4(b)


This regular teacher contract ("Contract") is by and between the governing body of the **WESTFIELD WASHINGTON SCHOOLS** ("Corporation") and **SHERRY L. GRATE** ("Teacher"). **SHERRY L. GRATE** is a teacher as defined in Ind. Code 20-18-2-22.

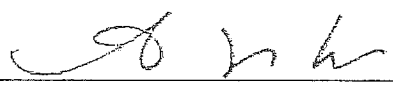
In exchange for the Teacher's services described below, the Corporation and the Teacher agree that:

1. The Teacher shall teach in the schools of the Corporation for the school term, beginning **JULY 1, 2016** and ending on **JUNE 30, 2019** . *Ind. Code 20-28-6-2(a)(3)(A)*
2. The school term described in paragraph 1 immediately above for services under this Contract consists of **741.00** days. *Ind. Code 20-28-6-2(a)(3)(B)*
3. The number of hours per day the Teacher is expected to work under this Contract is **7.50**. *Ind. Code 20-28-6-2(a)(3)(E)*
4. The Corporation shall pay the Teacher for services under this Contract the total salary of **\$160,000.00** during the school year. *Ind. Code 20-28-6-2(a)(3)(C)*
5. The Corporation shall pay this amount in **24.0** installments on a **twice a month basis**. *Ind. Code 20-28-6-2(a)(3)(D)* *Ind. Code 20-28-6-5(1)*
6. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this 29TH day of MARCH, 2016.

Teacher


School Corporation by:




Attested:

Superintendent

ADDENDUM TO TEACHER'S CONTRACT
Superintendent Contract

THIS ADDENDUM TO TEACHER'S CONTRACT ("Addendum") is attached to and made a part of the regular Teacher's Contract ("Contract") entered into by and between Westfield Washington Schools, Hamilton County, Indiana, hereinafter called "Employer" and Sherry Grate, hereinafter called "Superintendent".

Whereas, Employer desires to employ Superintendent; and

Whereas, Superintendent is willing to accept such employment.

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

1. Employment of Superintendent and Term of Employment

Employer employs the Superintendent and the Superintendent agrees to be employed by the Employer as superintendent for a period beginning July 1, 2016 and concluding on June 30, 2019 ("Contract Term"). Unless either party notifies the other party by May 31, 2017, this Addendum shall be automatically extended to June 30, 2020. Thereafter, this Addendum shall be automatically extended an additional year unless the Superintendent or the Employer notifies the other party to the contrary by May 31 of each calendar year. Superintendent is obligated to provide written notice to the Employer's School Board ("Board") of this automatic extension provision by May 1 of each calendar year starting May 1, 2017.

2. Duties of the Superintendent

In consideration of the obligations and commitments of the parties, the Superintendent agrees to completely and faithfully serve the Employer as superintendent during the term of this Addendum, doing and performing the duties generally recognized as being the normal functions of a public school superintendent in the State of Indiana and as enumerated in Board Policy. The Superintendent agrees to perform at a professional level of competency as required by this Addendum, law, and the policies of the Board. The Superintendent shall execute all duties and responsibilities as established by the Employer.

Superintendent represents and warrants that Superintendent holds a valid Indiana superintendent's license. Superintendent shall maintain said license in good standing throughout the term of this Contract. Should said license be revoked or become invalid, this Contract shall automatically be terminated without further notice or hearing.

The parties to this Addendum further agree that the duties performed by the Superintendent pursuant to this Addendum are unique to this position for the Employer and the Superintendent will therefore not be transferred or reassigned by the Employer to another position without the Superintendent's written consent.

The Superintendent agrees at all times while employed pursuant to this Addendum to fully meet the minimum qualifications for the position of superintendent as required by law.

The Superintendent is generally expected to devote full attention to the duties with the Employer but the Superintendent may undertake consulting work, speaking engagements, writing, lecturing or other professional duties and obligations provided that such activities do not interfere with the meeting of the responsibilities as superintendent. The Superintendent shall notify the Board or its designee prior to the performance of these activities that involve attention during normal working hours. The Superintendent shall provide notice to the Board of all other such activities. If outside activities take place during normal working hours, Superintendent may keep the compensation for such activities provided the Superintendent is using a vacation or personal business leave day; otherwise, any fees earned shall be provided to Employer.

3. Salary and Benefits

So long as Employer employs Superintendent as superintendent:

(a) Employer will pay to Superintendent or on the Superintendent's behalf:

(i) Salary

An annual salary of One Hundred Sixty Thousand Dollars (\$160,000) through June 30, 2017. If Superintendent receives a rating of effective or highly effective on the Board's evaluation, Superintendent's salary will automatically increase effective July 1, 2017 and annually thereafter by an amount equal to the average percentage increase, if any, granted by the Board to the Employer's three highest paid administrative employees other than the Superintendent. (If the increase is a flat amount rather than a percentage, then Superintendent will receive the average of the flat amount granted to the three highest paid administrative employees other than the Superintendent.) This annual salary shall be paid to the Superintendent on an equal installment basis during each year of such employment, the installment payment dates to be commensurate with the installment payment dates applicable to other administrative employees of the Employer.

(ii) Annuity

In lieu of the retirement annuity described in XXIV of the Administrators' Benefit Program Effective 8/1/2015, an annual contribution equal to ten percent (10%) of Superintendent's annual basic salary to purchase an annuity, or other investment product, and the Superintendent shall have the authority to direct and determine the investments made in the plan.

(iii) ISTRF Employee Contribution

Any contribution to the Indiana State Teacher's Retirement Fund that would otherwise be required to be paid by the Superintendent.

(iv) Business and Professional Expenses

Any appropriate business and professional expenses. Appropriate expenses shall include the cost of membership and participation in professional associations of school leaders, community organizations, and expenses related to the Superintendent's attendance at appropriate conferences and activities.

(v) Health Examination

For the uninsured cost of an annual medical-physical examination. Results of the examination shall not be given to the Board but the Board may request a statement from the examining physician stating that the Superintendent is fit to perform the duties of the office.

(b) Employer will pay for and provide on Superintendent's behalf:

(i) Basic Salary Allowance in lieu of Auto Allowance

As additional basic salary, and in lieu of an auto allowance or providing an automobile, a monthly payment of \$800 beginning on the effective date. The automobile shall be maintained, licensed, and insured by the Employee who will pay all operating expenses. Employer will reimburse Employee for business trips outside of a 50-mile radius of the school district in accordance with the Employer's standard mileage rate.

(ii) Insurance

Superintendent may elect life insurance (in the amount of two times base salary), long-term disability insurance, health and dental insurance, and benefits of Internal Revenue Code §125 but subject to

payment by Superintendent for such items as other Employer administrators pay for such items. Superintendent will move to Medicare coverage when the Superintendent is eligible for Medicare in lieu of Employer's health insurance.

(iii) Technology

A laptop computer, tablet device, and/or mobile phone for personal and business use.

(c) Superintendent shall be entitled to:

(i) Sick Leave

The Superintendent shall be awarded an annual number of sick days equivalent to those provided to other twelve month administrative employees of the Employer. The Superintendent may use sick leave days for personal illness or that of immediate family members. The Superintendent will be allowed to accumulate the same number of sick days as permitted by other administrative employees. After the Superintendent has the prior employer buy back any unused sick days permitted under the Superintendent's prior employment arrangement, the Superintendent shall be permitted to transfer up to 132 days of sick leave from prior employment which shall be included in the accumulated amount in the Administrators' Benefits Program.

(ii) Other Paid Leave

Vacation during all legal holidays observed by the Employer in addition to five (5) weeks of vacation each year. Superintendent may carry over no more than ten (10) unused vacation days each year. Employer shall buy back no more than 5 (five) unused vacation days each year the proceeds of which will be added to the annuity described in 3(a)(ii).

(iii) Short Term Disability

Disability compensation shall be paid to Superintendent in the event the Superintendent is unable to perform normal employment responsibilities as superintendent because of a medical disability. The amount shall be paid based on Superintendent's per diem annual salary rate and shall continue until long term disability coverage is available or for 90 days, whichever occurs first.

(iv) Other Administrative Benefits

Any other benefit Employer makes available to other certified administrative employees, to teachers through the Master Contract (between the Employer and the Westfield Classroom Teachers Association), or other benefits to which teachers of public school corporations are entitled under the law. The terms of this Addendum control over any inconsistent terms.

4. Defense and Indemnification for Acts in Performance of Duties

The Employer agrees to provide the Superintendent with legal counsel selected and paid for by the Employer for any legal dispute arising out of the performance of the duties as superintendent and to defend and indemnify and hold the Superintendent harmless for all claims, demands, and judgments arising out of these disputes to the fullest extent permitted by law. Employer shall not provide counsel to Superintendent in any dispute to which Superintendent and the Employer are adversaries.

5. Evaluation

The Board's evaluation of Superintendent shall be consistent with the law as applied to the evaluation of a public school superintendent. The Board shall conduct an annual evaluation of Superintendent, not later than June 15 of each year, starting in 2017. The Board may, but is not required to, conduct an evaluation of Superintendent at an earlier time. Not later than January 31 of each year, the Board and Superintendent shall agree as to the written evaluation instrument and the procedures to be used to evaluate Superintendent. The Board will consider the ISBA-IAPSS evaluation process as the evaluation instrument and procedures.

6. Termination

This Addendum may be terminated at any time prior to the end of the Contract Term for cause, as permitted by applicable law of the State of Indiana.

7. Miscellaneous

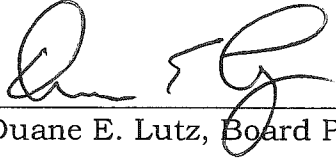
Superintendent shall be solely responsible for the payment of federal, state and local taxes on Superintendent's income and on any taxable portion of any employment benefits. This Addendum along with the Contract constitute the entire agreement between the Superintendent and the Employer, supersedes any prior negotiations, agreements or representations, whether oral or written. The terms of this Addendum control over any inconsistent terms found in policy or any other document provided that the conflicting term of this Addendum is consistent with the law. This Addendum may be amended or

modified only by a written document signed by the parties and approved consistent with statute. This Addendum is governed by the laws of the State of Indiana, and shall be subject to the provisions of any applicable state law concerning the terms and conditions of an employment contract between a public school corporation and its Superintendent. This Addendum shall be deemed drafted equally by the parties. If, during the term of this Addendum, any specific clause or provision thereof is determined to be illegal or in conflict with law, the illegal or conflicting provision shall be deemed void. The remainder of the Addendum shall not be affected and shall remain in full force and effect.

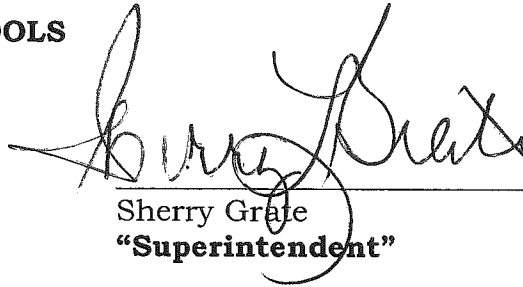
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This Addendum is executed in duplicate on March 29, 2016 to be effective July 1, 2016 and each party has a copy thereof.

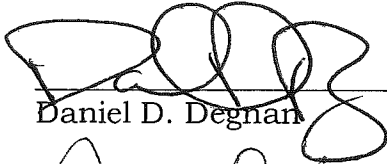
**WESTFIELD WASHINGTON SCHOOLS
BOARD OF SCHOOL TRUSTEES**



Duane E. Lutz, Board President



Sherry Grate
"Superintendent"



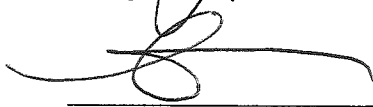
Daniel D. Degnan



Amy J. Pictor



Mary K. SeRine



Amber N. Willis, Secretary