

## EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into by and between

BREMEN PUBLIC SCHOOLS

hereinafter called "BREMEN", and

DR. JAMES A. WHITE

hereinafter called "Dr. White".

WHEREAS, Bremen desires to continue to employ Dr. White as its school superintendent upon the terms and conditions hereinafter set out and Dr. White desires to continue to be employed by Bremen hereunder; and

IT IS AGREED as follows:

### 1. DUTIES

Dr. White shall continue to serve as the superintendent of Bremen Public Schools at the direction of Bremen's Board of School Trustees, hereinafter called "the Board". Such duties shall include all functions the Board shall deem necessary for the performance of Dr. White's job as school superintendent, but in any event Dr. White shall perform all duties required by Indiana law of a superintendent of schools.

### 2. TERM

The term of employment under this Agreement shall be retroactive from July 15, 2019 to July 15, 2022. However, it is the intention of the parties hereto that this contract continue indefinitely unless the Board takes affirmative action to terminate it. In the event that the Board chooses not to notify Dr. White otherwise by the time allowed by Indiana law that this contract is not to be extended, then this contract shall automatically be extended for another year. Before the contract might be automatically extended, Dr. White shall be

required to notify the Board in writing of the date of automatic extension. Such notice shall be in writing sent by registered mail to each Board member at their residence address. The notice shall be sent by November 1 preceding the January 1 date of automatic extension.

### 3. COMPENSATION

As his entire compensation for all services rendered to Bremen during the term of this Agreement, in whatever capacity rendered, Dr. White shall have and receive:

- A. An annual salary of \$102,700.00.
- B. Additional compensation, over and above the salary herein set forth, in an annual amount not to exceed \$10,000.00 in any year of this contract at such time or times as the Board in its sole discretion may from time to time determine upon passage of a proper resolution for any such increase in compensation hereunder.
- C. The right to receive or participate in any additional "fringe" benefits, including but not limited to insurance programs, vacation, sick and personal days which may be offered to administrators of Bremen pursuant to the Administrative Handbook.
- D. An annual annuity payment of \$3,000.00 to an account of Dr. White's choice.

### 4. FACILITIES

Bremen shall provide and maintain such facilities, equipment and supplies as it deems necessary for Dr. White's performance of his duties under this Agreement.

### 5. NOTICES

Any notice required or permitted to be given under this Agreement shall be sufficient, if in writing, and sent by certified U.S. mail, return receipt requested to Dr. White's residence at 2990 Oak Boulevard, Bremen, Indiana and to Bremen at its principle office at 512 W. Grant Street, Bremen, Indiana to the attention of Brian Teall or whoever might then be the

President of the Board of Education at that time. Dr. White shall keep Bremen notified of his current residence address for purposes of any such notice required hereby.

#### 6. ENTIRE AGREEMENT

This instrument contains the entire Agreement of the parties, except the regular teacher's contract which Dr. White shall sign as well and shall become a part hereof by reference, and cancels and terminates any and all prior employment agreements and understandings between the parties. This agreement may not be changed orally but only by an agreement in writing signed by the parties hereto.

#### 7. COUNTERPARTS

This Agreement may be executed simultaneously in various counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### 8. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

IN WITNESS WHEREOF, the parties have hereunto caused their hands and seals to  
be affixed hereto this \_\_\_\_\_ day of June, 2019.

**Bremen Public Schools**

\_\_\_\_\_  
Dr. James A. White

\_\_\_\_\_  
Brian Teall

\_\_\_\_\_  
Todd Stuckman

\_\_\_\_\_  
Jesse Bohannon

\_\_\_\_\_  
Suzanne Ginter

\_\_\_\_\_  
Todd Huff