

## 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 **SPENCER-OWEN COMMUNITY SCHOOLS** ("Corporation") and **MATTHEW W CAZZELL** ("Teacher"). **MATTHEW W CAZZELL** 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 **08/01/2018**, and ending on **07/31/2019**.  
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 **198.00** 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 **\$76,530.78** during the school year. Ind. Code 20-28-6-2(a)(3)(C)
5. The Corporation shall pay this amount in **26** installments on a **Bi-weekly** 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(e) 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 public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

**Agreed this 8th day of November 2018.**


Teacher

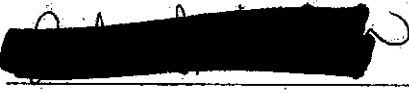
  
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School Corporation, by:

  
\_\_\_\_\_  
President

Attested:

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Secretary

**SPENCER-OWEN COMMUNITY SCHOOL CORPORATION  
PRINCIPAL CONTRACT OF EMPLOYMENT**

This Contract of Employment (hereinafter "*this Contract Addendum*") supplements the basic teacher contract of Matthew Cazzell as Principal by the Board of Trustees of the Spencer-Owen Community School Corporation by consent of the parties in the manner permitted by Indiana Code 20-28-8-2.

**1. Parties to this Contract and Definition of Terms**

The parties to this Contract Addendum are the:

- A. "*Principal*" meaning Matthew Cazzell; and
- B. "*Board*" meaning the Board of School Trustees acting as the governing body of Spencer-Owen Community School Corporation.

Definitions:

The term "*Superintendent*" means Dr. Chad Briggs or his successor as Chief Executive Officer and Administrator of Spencer-Owen Community School Corporation.

The term "*school year*" as used in this Contract Addendum means a period beginning on August 1 of one calendar year and concluding on July 31 of the following calendar year.

**2. Employment of Principal and Terms of Employment**

The Board employs the Principal and the Principal agrees to be employed by the Board as the Chief Executive Officer and Elementary Administrator for a period beginning on August 1, 2017, and concluding on July 31, 2019 subject to the terms of this Contract Addendum.

The parties agree that the Principal shall provide services on one hundred ninety-eight (198) days during each school year and a proportionate number of work days in each partial school year of employment. These work days shall be provided in accordance with a schedule of work days established by the Superintendent and the Board so as to insure the full and competent performance of the duties established in Section #3 of the Contract Addendum. The one hundred ninety-eight (198) work days

shall include leave days pursuant to Section #4 of this Contract Addendum. All paid leave shall be scheduled with the exception of sick days.

The Principal shall devote the Principal's time, attention, and energy to the business of the School.

### **3. Duties of the Principal and Evaluation**

The parties agree that the Principal shall act as the Chief Administrator whose duties to be performed pursuant to this Contract Addendum are those defined in Board Policy as may be amended from time to time including but not limited to:

- Being responsible for seeing that the educational program and all other activities of the School are properly organized, supervised, and administered;
- Being responsible for and having the authority to direct the work of any teacher, custodian, or non-teaching employee assigned to his supervision if and whom such direction is necessary to the proper functioning of his school;
- Keeping the Superintendent and/or the Superintendent's designees completely and continuously informed as to the conditions, situations or activities within his school which are affecting or might affect the well being of the school or the community in an unusual way;
- Providing democratic leadership in working with his teachers, his administrative associates and the people in the school community in the development of curricula, which will meet the needs and serve the best interest of the pupils in his school;
- Assuming responsibility for maintaining good public relations with the community and shall encourage his teachers and pupils to work with him to this end;
- Working toward professional improvement through professional reading, attendance at professional meetings, and by maintaining active membership in professional groups and organizations within the education area in which his supervisory responsibilities lie;
- Being responsible for an adequate testing program for the purpose of pupil enrollment, pupil guidance, and as an aid to the evaluation of the instructional program in his school in cooperation with the guidance counselors and curriculum director;
- Being responsible for the supervision of classroom instruction to see that there is proper motivation, that the teaching approach is inspirational, and that there is a proper understanding between teachers and pupils as to what the major objectives of the course are and how they may best be attained;

- Being responsible for seeing that community resources are utilized to the fullest practical extent to enrich the instructional program of his school;
- Being responsible for the evaluation of the teachers who teach under him, supervising their teaching and on the request of the Superintendent, submit a written report evaluating the work of each teacher; the methodology of evaluation and the timeline of evaluation reports shall follow Indiana state law and the rules and regulations of the Indiana Department of Education;
- Informing the Superintendent or the Superintendent's designee as to the strength and weakness of employees responsible to him and discuss procedures for desired improvement;
- Seeing that all school activities outside the regular curriculum are properly organized and adequately supervised and that when money is involved, accurate records are kept and periodic reports made;
- Being responsible for seeing that each teacher assumes his or her full share of responsibility for pupil conduct in the classroom, in and about the building when classes are not in session, and at all school functions;
- Having general supervision of his school, the equipment and furnishings in it, and the grounds about it and shall report immediately to the Superintendent any condition pertaining to the physical conditions of the school plant, which in his opinion requires the attention of higher authority;
- Assisting the Superintendent or the Superintendent's designee in the selection of new personnel for the school by giving his frank opinion of candidates under consideration;
- Personally, or through the appointment of another staff member, giving assistance to the new staff members to aid in their rapid orientation to the policies and accepted procedures of the school; and
- Setting up a series of staff meetings for the school year under his leadership. It is recommended that a minimum of one meeting be held each month and that the meetings should be well planned and be directed toward the improvement of the instructional program.

The Principal shall be responsible to, and shall be subject to, the direct supervision and evaluation of the Superintendent; and the Superintendent's review of the Principal's job performance provided for in Section #2 of this Contract Addendum shall be based upon the duties of this job description as amended from time to time, shall be in accord with the Board's evaluation model and shall conform with all federal and state law, rules and regulations.

The Principal shall during the term of this Contract Addendum, hold and maintain such state licenses and certifications as may be applicable or required, and shall devote his full working time to the performance of his duties as Principal. In the event of a

qualification change in licensing requirements, the Principal shall have one (1) year to meet those qualifications.

The Principal agrees that his duties pursuant to this Contract Addendum represent full time employment and he will not accept outside employment, perform work as an independent contractor, or engage in any other business pursuit involving his personal services, if any of these activities interfere with his performance of his duties as Principal.

If the Principal desires to engage in outside employment or consulting, then he agrees he will not do so without obtaining prior approval of the Superintendent and/or the Board.

The Principal's performance shall be reviewed twice each school year by the Superintendent.

#### **4. Salary and Benefits**

As consideration for the performance of the duties and meeting the qualifications established by this Contract Addendum, the Board agrees that the Principal shall receive the following:

- A. Salary.** The Principal shall be paid Seventy-six Thousand Five Hundred Thirty Dollars and 78 Cents (\$76,530.78) for each school year of employment. The Principal shall be paid in twenty-six (26) equal installments per annum on a schedule fixed for all employees of the school corporation. For each partial year covered by this Contract Addendum the Principal shall be paid the corresponding proportion of the salary set forth above.
- B. Paid Leave Days.** The Principal shall have available a minimum twelve and one-half (12.5) paid days leave. At the end of each contract year unused leave days revert to sick leave. Sick leave days may accumulate to an amount equivalent to the length of the Principal's annual contract. Once the Principal accumulates the number of sick leave days equivalent to the annual contract, any unused days beyond that number will be paid at the certified substitute rate per day to the Principal in the last pay of her annual contract.
- C. Holidays:** The Principal shall be entitled to the following holidays: Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving Day and the day following, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day.
- D. Death Leave.** The Principal may be absent from work five (5) calendar days beyond the death of a member of his immediate family or a member of the

household in which the Principal resides. The immediate family is defined as father, mother, wife, husband, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild. In addition, death leave not to exceed one day may be used for an aunt, uncle, niece, or nephew.

- E. Community Service Leave.** The importance of community service by the Principal is recognized by the Board. The Board encourages the Principal to take leadership roles in the community; and membership in community service groups is encouraged. The Principal may be absent from work up to five (5) days per school year for community service activities.
- F. Professional Conferences and Meeting Attendance.** Attendance by the Principal at appropriate professional conferences and meetings is a responsibility of the Principal and all Administrative Team members. Requests to attend all conferences and meetings shall be made in writing to the Superintendent. Upon approval, expenses as required for conference or meeting attendance shall be paid by the Corporation. Whenever possible car-pools and least expensive means of transportation should be used. Secondary Principals and Elementary Principals will be allowed to attend a national conference on a yearly rotation basis.
- G.** The Principal shall be entitled to paid or unpaid leave in any other circumstance other than sick leave in which paid or unpaid leave is required by state or federal law or permitted by the Board's policy then in force for paid leave for its administrative employees including the Board recognized legal holidays per annum.
- H. Health Insurance Coverage and Contribution.** The Board shall pay all but one dollar (\$1.00) of the cost of premiums for the Principal and his eligible dependents' coverage by the group health policy provided pursuant to the Board's policy establishing benefits for administrative personnel employed by the Board. The Board will during each year of this contract make a \$3,000.00 contribution to the Principal's family plan Health Savings Account (\$1500.00 for individual health plan.)
- I. Life Insurance.** The Board shall provide the Principal a term life insurance policy with a face value equal to \$50,000.00 with the administrator paying \$1.00 per year toward the cost of the plan.
- J. Long Term Disability Insurance.** The Board shall provide the Principal with a long-term disability (LTD) plan.
- K. Dental Insurance.** The Board shall annually provide the Principal One Hundred Dollars (\$100.00) toward the purchase of a group dental insurance program.
- L. Professional Dues.** The school corporation shall pay the annual dues for the Principal's membership in all state administrative associations.

**M. Retirement Annuity.** The Board shall make the three percent (3%) contribution to the Indiana State Teachers' Retirement Fund that would otherwise be required to be paid by the Principal. All payments to the Principal subject to federal income tax shall be included in the Principal's salary for purposes of the Indiana State Teachers' Retirement Fund.

**N. Retirement Severance Pay.** Retirement severance pay shall be granted to the Principal if they meet eligibility requirements. In order to be eligible for retirement severance pay, the Principal must meet the following conditions:

- a. Submit to the Superintendent, on or before July 1 of the year prior to the retirement school year, a notification, in writing, of intent to retire.
- b. Meet minimum requirements in the Indiana State Teachers Retirement System, i.e., an administrator must have at least fifteen (15) years of creditable professional experience in the public schools, State of Indiana, and be at least 50 years of age.

In the event the Principal is unable to give timely notice of retirement as required and is forced to retire as a result of ill health, accident or other unforeseen events, the required notice of retirement may be waived by the Board on the recommendation of the Superintendent.

Retirement severance pay will be computed at \$50.00 per year of service to the Spencer-Owen Community Schools. The total amount shall be added to the Principal's final pay.

**O. 401(a) Plan and 403(b) Plan.**

1. The Principal shall be eligible to contribute to a 403(b) tax sheltered annuity, up to the amount prescribed by the Internal Revenue Code.

2. Spencer-Owen Community Schools shall contribute for the Principal an amount equal to 1% of the Principal's final contract salary amount for that year (without regard to any additional pay for extra curricular duties or extended contract amounts). This contribution shall be deposited to an account for the Principal in an existing MetLife group plan #6104630 401(a) qualified plan by October 1 of the current year. These contributions shall be referred to as the on-going contributions.

3. Spencer-Owen Community Schools shall continue the 1% contribution for the Principal as referenced above, however, Spencer-Owen Community Schools has agreed to open for bid proposals for a 401(a) qualified plan to which Spencer-Owen Community Schools shall begin making deposits commencing with the October 1, 2014 contribution. Spencer-Owen Community Schools and the Spencer-Owen Education Association shall mutually agree as to the qualified plan to which the contributions shall be made. However, if the Principal is vested in the

current MetLife group plan #6104630 401(a) qualified plan he may elect to continue contributions for his to said MetLife plan.

4. Amounts deposited pursuant to this Article shall be deposited to a single account for the Principal in the MetLife group plan #6104630 401(a) qualified plan or subsequent plan. This account shall be vested after the completion of 5 years of service with Spencer-Owen Community Schools. This account shall also vest upon the death of the Principal while actively employed with Spencer-Owen Community Schools.

P. **Other Benefits.** The Principal shall be entitled to any and all other benefits set forth in the Board's policy establishing benefits for administrative personnel employed by the Board as amended from time to time including but not limited to mileage and meal reimbursements, usage of corporation owned vehicles, etc.

#### **5. Administering Day**

The administering day shall include the seven and one-half (7½) hour instructional day plus the necessary time for supervision of the curriculum programs, business affairs, physical plant and extracurricular activities.

#### **6. Cellular Phone and Internet Device**

The Principal is required and it is essential for the performance of the Principal's duties to have a cell phone and cell phone service with both voicemail and email capacity and an internet device.

#### **7. Work Products**

Work products, including but not limited to any of the following which were prepared by the Principal in written or electronic form, such as correspondence, Board reports, graduation documents, dedication documents, and any and all other documents, either written or electronic, that reflect action taken on behalf of the Spencer-Owen Community School Corporation or at the request of the Board or its designees, produced during the term of this Contract Addendum shall be the property of the Board and shall remain in the possession of the Board. Upon termination of this Contract Addendum, the Principal shall be permitted to remove personal objects and files created during her term except all Work Product shall remain.



### **8. Extension and Non-Renewal of this Contract Addendum**

The contract non-renewal and extension provisions of Indiana law, specifically Indiana Code 20-28-8-3 and 20-28-8-4, are applicable to this Contract Addendum.

### **9. Cancellation of this Contract Addendum**

This Contract Addendum may be terminated or cancelled only in accord with the provisions of Indiana Code.

### **10. Defense and Indemnification for Acts as Principal**


The Board agrees to provide the Principal with legal counsel selected and paid for by the Board and to defend and indemnify and hold the Principal harmless for all claims, demands and judgments arising out of the performance of the duties within the scope of his employment as set out in Section #3 of this Contract Addendum to the fullest extent permitted by law. The provisions of this paragraph exclude criminal conduct or any other conduct that is outside the scope of the Principal's duties.

**11. Contract as Public Record**


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

**IN WITNESS WHEREOF** and intending to bind ourselves hereto we have hereunto set our hands and seals this 8th day of November, 2018.

**Principal**


  
\_\_\_\_\_  
Matthew Cazzell, Principal

**Board of School Trustees**

  
\_\_\_\_\_  
Rick Smeltzer, President


  
\_\_\_\_\_  
Chad Cooper, Vice President

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Amber Willen, Secretary


  
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Larry Hight, Secretary Pro Tem

  
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Sonia Brinson, Member

  
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Lewis Moke, Member

  
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Jack White, Member

Approved:

  
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Dr. Chad Briggs, Superintendent