

**SPENCER-OWEN COMMUNITY SCHOOL CORPORATION  
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

This Contract of Employment (hereinafter "*this Contract Addendum*") supplements the basic teacher contract of Dr. Chad Briggs as Superintendent by the Board of Trustees of the Spencer-Owen Community School Corporation by consent of the parties in the manner permitted by Indiana Code 20-28-8-6.

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

The parties to this Contract Addendum are the:

- A. "*Superintendent*" meaning Dr. Chad Briggs; and
- B. "*Board*" meaning the Board of School Trustees acting as the governing body of Spencer-Owen Community School Corporation.

The term "*school year*" as used in this Contract Addendum 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 and Terms of Employment**

The Board employs the Superintendent and the Superintendent agrees to be employed by the Board as the Chief School Administrator of Spencer-Owen Community School Corporation for a period beginning on July 1, 2017, and concluding on June 30, 2020 subject to the terms of this Contract Addendum.

The parties agree that the Superintendent shall provide services on two hundred sixty (260) days during the each school year. These work days shall be provided in accordance with a schedule of work days established by the Superintendent so as to ensure the full and competent performance of the duties established in Section #3 of the Contract Addendum. The two hundred sixty (260) 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 Superintendent shall devote the Superintendent's time, attention, and energy to the business of the school corporation.

**3. Duties of the Superintendent and Evaluation**

The parties agree that the Superintendent shall act as the Chief Executive Officer of the School Corporation overseeing, directing and managing all aspects of the school district's operational policies, objectives and initiatives and is responsible for the attainment of short-term and long-term financial and operational goals of the school corporation. Specifically, the Superintendent shall be responsible for administering the schools in conformity with the adopted policies of the Board and the rules and regulations of the federal government, the Indiana Department of Education and in accordance with the laws of the State of Indiana.

The parties further agree that the description of the duties of the Superintendent as stated in the board policy, as amended from time to time, incorporated into this Contract Addendum 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 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 Superintendent. In the event of a qualification change in licensing requirements, the Superintendent shall have one (1) year to meet those qualifications.

The Superintendent 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 Superintendent.

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

The Superintendent shall be responsible to, and shall be subject to, the direct supervision and evaluation of the Board. The Board shall review the Superintendent's performance once each school year. The evaluation must be completed by January 1 of each calendar year.

**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 Superintendent shall receive the following:

**A. Salary.** The Superintendent shall be paid at a per diem rate calculated on a salary of One Hundred Ten Thousand Dollars and No Cents (\$110,000.00) per annum for the period of July 1, 2017, through June 30, 2020. The Superintendent shall be paid in twenty-six (26) equal installments per annum on a schedule fixed for all employees of the school corporation.

The annual salary may be increased by the Board at any time during this contract but may never be reduced during the employment term. Effective July 1, 2018, the Superintendent's annual salary shall be increased by a percentage within the range of percentage increase, if any, of the corporation's teachers, as the result of the collective bargaining for the school year.

**B. Paid Leave Days.** The Superintendent shall have available a minimum sixteen (16) paid days leave. At the end of each contract year unused leave days revert to sick leave.

- C. Sick Leave Days.** Unused sick leave days may roll over from year to year. Superintendent may transfer an additional thirteen (13), for a total of 103 unused sick leave days transferred from his previous employment to Spencer-Owen Community Schools.
- D. Vacation Days and Paid Holidays.** The Superintendent shall be entitled to four (4) weeks paid vacation days each school year (July 1<sup>st</sup> through June 30<sup>th</sup>). Vacation days shall not roll over; any unused vacation days shall be paid to the Superintendent at the Superintendent's per diem rate with the next pay subsequent to the end of the school year on June 30<sup>th</sup>. Additionally, the Superintendent shall be entitled to the following holidays: Memorial Day, 4<sup>th</sup> of July, Labor Day, two days designated annually, Thanksgiving Day and the day following, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day.
- E. Death Leave.** The Superintendent 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 Superintendent resides. The immediate family is defined as father, mother, wife, husband, son, daughter, brother, sister, fathering-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.
- F. Community Service Leave.** The importance of community service by the Superintendent is recognized by the Board. The Board encourages the Superintendent to take leadership roles in the community; and membership in community service groups is encouraged. The Superintendent may be absent from work up to five (5) days per school year for community service activities. The Superintendent shall not take leave for community service activities beyond the five (5) days per school year authorized herein without first consulting with the Board President.
- G. Professional Conferences and Meeting Attendance.** Attendance by the Superintendent at appropriate professional conferences and meetings is a responsibility of the Superintendent and all Administrative Team members. The Superintendent shall be entitled to use five (5) paid days per calendar year for purposes of working toward any continuing educational requirements for maintaining and/or furthering his professional licenses. The Superintendent shall not use more than five (5) authorized paid days per year for continuing educational requirements, professional conferences and meeting attendance without first consulting with the Board President. Expenses as required for attending district and state conferences and meetings shall be paid by the school corporation. Whenever possible car-pools and least expensive means of transportation should be used.
- H. Other Leave.** The Superintendent 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.

- I. Health Insurance Coverage and Contribution.** The Board shall pay all but one dollar (\$1.00) of the cost of premiums for the Superintendent 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.  
Each year of this contract, by February 1, the Board will contribute \$3,000 to the Superintendent's family plan Health Savings Account.
- J. Life Insurance.** The Board shall provide the Superintendent a term life insurance policy with a face value equal to two (2) times the Superintendent's base salary. The Board shall pay 100% of the annual premium for such term life insurance.
- K. Long Term Disability Insurance.** The Board shall provide the Superintendent with a long-term disability (LTD) plan.
- L. Dental Insurance.** The Board shall annually pay the Superintendent's cost of participating in the family dental plan available through the group insurance plan the school corporation makes available to its qualified employees.
- M. Professional Dues.** The school corporation shall pay the annual dues for the Superintendent's membership in all district and state administrative associations.
- N. 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 Superintendent. All payments to the Superintendent subject to federal income tax shall be included in the Superintendent's salary for purposes of the Indiana State Teachers Retirement Fund.
- O. Retirement Severance Pay.** Retirement severance pay shall be granted to the Superintendent if he meets eligibility requirements. In order to be eligible for retirement severance pay, the Superintendent must meet the following conditions:
1. Submit to the Board President, on or before July 1 of the year prior to the retirement school year, a notification, in writing, of intent to retire.
  2. 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 an administrator 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.
- 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 administrator's final pay.

Any unused sick leave days the Superintendent has accrued and which remain unused at retirement will be paid to the Superintendent in a lump sum at the rate of \$60.00 per day for each accumulated sick leave day. The total amount shall be added to the administrator's final pay.

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

1. The Superintendent 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 Superintendent an amount equal to 1% of the Superintendent'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 Superintendent in the 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. Amounts deposited pursuant to this Article shall be deposited to a single account for the Superintendent in the MetLife group plan #6104630 401(a) qualified 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 Superintendent while actively employed with Spencer-Owen Community Schools.

**Q. Other Benefits.** The Superintendent 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/Internet Device/Technology Equipment**

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 and an internet device. The Superintendent shall be responsible for maintaining a personal cell phone with the required capacities.

The Board shall provide the Superintendent with the necessary desktop computer, laptop computer and other technology equipment essential to the performance of his duties under the terms of the agreement.

## **7. Work Products**

Work products, including but not limited to any of the following which were prepared by the Superintendent 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, 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 Superintendent shall be permitted to remove personal objects and files created during his term except all Work Product shall remain.

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

This Contract Addendum may be terminated or cancelled only in accordance with the provisions of Indiana Code 20-28-8-7.

## **9. 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 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 Superintendent's duties.

## **10. Contract as Public Record**

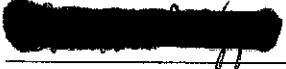
The parties agree that this Contract Addendum is a public record under the Indiana Public Records Law, Indiana Code 5-14-3, and Indiana Code 20-26-5-4.3, pertaining to Superintendent's contracts specifically.

## **11. Contract Interpretation**

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. If, during the term of this Addendum, any specific clause or provision thereof is determined to be illegal or in conflict with state or federal 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 affect.

IN WITNESS WHEREOF and intending to bind ourselves hereto we have hereunto set our hands and seals this 27 day of July 2017.

**Superintendent**



Chad Briggs, Superintendent

**Board of School Trustees**



Rick Smeltzer, President



Jack White, Vice President



Amber Willen, Secretary



Larry Hight, Secretary Pro Tem



Sonia Brinson



Chad Cooper



Lew Moke