

Addendum to Teacher Contract
School City of Mishawaka
Superintendent of Schools Contract

THIS CONTRACT of employment Addendum (hereinafter “Contract”) is attached to and made a part of the regular Teacher’s Contract of A. Dean Speicher as Superintendent of Schools by the Board of School Trustees of the School City of Mishawaka (collectively hereinafter referred to as the “Board”) by consent of the parties in the manner permitted by Indiana Code § 20-28-8-6.

1. Parties to this Contract:

The parties to this contract are the:

- A.* “Superintendent of Schools,” meaning A. Dean Speicher; and
- B.* “Board,” meaning the Board of School Trustees acting as the Governing Body of the School City of Mishawaka.
- C.* The term of this Addendum to Teacher Contract is for three (3) years as required by Indiana Code § 20-28-8-6. The Contract and Addendum begin on July 1, 2016 and end on June 30, 2019.
- D.* The term “Contract Year” as used in this contract means a period beginning on July 1 of one calendar year and ending on June 30 of the following contract year.

2. Employment of Superintendent of Schools and Terms of Employment

- A.* The Board employs the Superintendent of Schools and the Superintendent of Schools agrees to be employed by the Board as the Chief Executive Officer and Chief School Administrator for the School City of Mishawaka (“School Corporation”) for the period of July 1, 2016 and concluding on June 30, 2019, subject to the terms of this contract.
- B.* The parties agree that the Superintendent of Schools shall provide services on two-hundred sixty (260) days annually during the term of this contract. These work days shall be provided in accordance with a schedule of work days established by the Superintendent of Schools and approved by the Board so as to ensure the full and competent performance of the duties outlined in Item 3 of this Contract.
- C.* The two-hundred sixty (260) work days shall include sick leave days pursuant to Item 5-I of this contract and any other paid leave pursuant to items 5-H, 5-J, 5-K, 5-M and 5-R. The Superintendent of Schools shall devote his full-time attention and energy to the business of the School Corporation with the exception of the three (3) days outlined in Item 5-L.
- D.* The Superintendent of Schools is encouraged to be engaged in the Mishawaka community on Boards and Initiatives that contribute to a collective impact in the community.

E. The Superintendent of Schools is a Teacher/Superintendent duly licensed by the Indiana Department of Education as follows:

Serial No. of License: 11939125

License No: 1254671

Highest Degree Earned: Doctorate

Kind and Grade: Superintendent-Life

Date of Issue: 12/24/1989

Date of Expiration: 11112099

3. Duties of Superintendent of Schools

A. The Superintendent of Schools is responsible for and shall perform those functions as specified in the Job Description, Board Policies and Procedures for the position for which the Superintendent of Schools is employed.

B. The Superintendent of Schools shall be responsible to, and shall be subject to, the direct supervision and evaluation of the Board.

C. The Superintendent of Schools is also responsible for complying with all directives of the Board, which are authorized by official Board action.

D. During the term of this contract, the Superintendent of Schools shall hold and maintain such State licenses and certifications as may be applicable or required.

4. Evaluation of the Superintendent of Schools

The Board will review, evaluate and rate the Superintendent's performance twice each year during the term of this contract, January and July. The Superintendent must receive a Highly Effective rating for each evaluation period to qualify for the Performance Incentive pay outlined in 5-B.

5. Salary and Benefits

A. *Salary.* The Superintendent of Schools shall be paid an initial base salary of one-hundred forty-five thousand dollars (\$145,000.00) for the contract term of July 1, 2016 through June 30, 2017. The School Board will adjust the salary in January of each calendar year. The salary adjustment will be retroactive to July 1 of the previous year as is the practice with the Administrative Group. The Superintendent shall be paid in twenty-six (26) equal bi-weekly payments on a schedule fixed for all employees of the School Corporation.

B. *Performance Incentive Pay.* The Superintendent of Schools shall qualify to receive Performance Incentive Pay if he receives an overall evaluation rating of Highly Effective for each of the two evaluation periods. The Performance Incentive Pay will be based on the following weighted factors: (A) Evaluation (Indiana School Boards

Association Tool)—45%; (B) Board Goals and Metrics mutually agreed upon by the Board and the Superintendent of Schools—45%; (C) School Corporation Grade of Highly Effective or Effective (Indiana Department of Education Metric)—A=Highly Effective, B=Effective, C=Improvement Necessary, D=Improvement Necessary, F=Ineffective—10%. The Superintendent shall qualify to receive ten thousand dollars (\$10,000.00) of Performance Incentive Pay if he receives an overall ranking of Highly Effective in the evaluation segment; Highly Effective or Effective in the IDOE School Corporation Grade segment; and Highly Effective in the Board Goals and Metrics segment.

C. *403(b)*. The Superintendent of Schools may elect to defer income and to participate in the School Corporation approved list of plans qualifying under Section 403(b) of the Internal Revenue Code.

D. *Insurance Coverage, Contributions and Reimbursements*.

(i) Health Insurance. The Superintendent of Schools will not participate in the School Corporation Group Health Insurance Plan. The Superintendent elects a 5% VEBA contribution of his annual salary to assist with health insurance payments.

(ii) Dental Insurance. The Board shall make Dental Insurance available to the Superintendent of Schools and pay the full family premium.

(iii) Vision Insurance. The Board shall make Vision Insurance available to the Superintendent of Schools and pay the full family premium.

E. *Term Life Insurance*. Since due to age, the Superintendent of Schools is not eligible for School Corporation group life insurance, the Board shall place a dollar amount equivalent to the annual premium for two-hundred thousand dollars (\$200,000.00) of life insurance coverage in the Superintendent's 401(a) account each year during the term of this Contract and Addendum.

F. *Short & Long-Term Disability*. Disability compensation shall be paid to the Superintendent of Schools in the event he is unable to perform his normal employment responsibilities because of a medical disability. The amount shall be paid based on the Superintendent of Schools' per diem annual salary rate and shall continue until Long-Term Disability coverage is available or for ninety (90) days, whichever comes first.

G. *401(a) Contribution*. The Board provides a benefit to all employees to the Indiana Public Retirement System (INPRS). Since the Superintendent of Schools is not eligible for this benefit, an equivalent dollar amount shall be provided in the Superintendent of Schools' account in addition to any benefits provided to the Administrative Group.

H. *Vacation Days*. The Superintendent of Schools shall receive twenty-five (25) days of paid vacation during the term of this contract.

I. Sick Leave Days. The Superintendent of Schools shall receive twelve (12) days of sick leave annually during the term of this contract.

J. Personal Leave Days. The Superintendent of Schools will receive three (3) days of personal leave annually during the term of this contract.

K. Bereavement Leave. The Superintendent of Schools will receive Bereavement Leave annually based on the benefit provided to other School Corporation twelve- (12) month Administrators.

L. Consulting Days. The Superintendent of School will be permitted three (3) days of Consulting Time annually during the term of this contract to service existing clients.

M. Holiday Time. The Superintendent of Schools will receive Holiday Time annually based on the benefit provided to other School Corporation twelve- (12) month Administrators.

N. Automobile Allowance (In-District Monthly). The Board shall provide the Superintendent of Schools with a monthly automobile allowance in the amount of five-hundred dollars (\$500.00). The Board will pay the Superintendent of Schools this monthly allowance in lieu of mileage reimbursement.

O. In-District Meal and Meeting Expenses and Out-of-District Meeting Expenses. The Superintendent of Schools will be reimbursed by the Board for all reasonable, e.g., In-District and Out-of-District Meals related to community engagement activities; lodging Out-of-District when representing the School Corporation; and other miscellaneous expenses. All such payments shall be made monthly or as periodically filed on approved State Board of Accounts forms.

P. Technology. A laptop computer and iPad for his business use and up to one-hundred twenty-five dollars (\$125.00) per month reimbursement for cell phone purchase/lease, and cell phone and internet service in carrying out his duties as outlined in this contract Addendum.

Q. Dues/Membership Fees for Professional and Service Organizations. The Board agrees to pay for or reimburse the Superintendent of Schools for the cost of three (3) memberships in any state or national professional association selected by the Superintendent during the term of this contract. The Superintendent is also encouraged to execute memberships on behalf of the School Corporation to the Mishawaka Business Association (MBA) and the St. Joseph County Chamber of Commerce.

R. State and National Conference Participation. The Board agrees to pay all reasonable expenses to the Superintendent of Schools to attend state conferences and national conferences to enhance his knowledge and professional skills during the term of this contract.

6. **Professional Liability**

A. To the extent permitted by Indiana law, the Board agrees that it shall defend, hold harmless and indemnify the Superintendent of Schools from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent of Schools in his individual capacity and/or in his official capacity as agent and employee of the School Corporation, provided the incident arose while the Superintendent of Schools was acting within the scope of his employment and excluding criminal litigation that leads to a conviction.

B. This indemnification comes from the School Corporation only and no individual Board member is to be considered personally liable for indemnifying the Superintendent of Schools against such demands, claims, suits, actions and legal proceedings. The School Corporation will provide liability insurance to support this duty of indemnification.

7. **Medical Examination**

In light of the unique nature of the professional duties of the Superintendent of Schools, the School Corporation shall, at its expense, provide to the Superintendent of Schools a complete medical examination annually during the term of this contract. The School Corporation shall be advised in writing by the physician with a general statement of the continued physical fitness of the Superintendent of Schools to perform his duties and such information shall be confidential.

8 **Contract Termination**

This contract may be terminated by any of the following methods:

A. Mutual agreement of the parties.

B. Voluntary resignation of the Superintendent with ninety (90) days notice.

C. If, as a result of incapacity due to physical or mental illness or injury, the Superintendent of Schools shall have been unable to perform the material duties of his position on a full-time basis for a period of three (3) consecutive months, or for a total of three (3) months in a six (6) month period, then thirty (30) days after written notice to the Superintendent of Schools (which notice may be given before or after the end of the aforementioned periods, but shall not be effective earlier than the last day of the applicable period), the Board may terminate Superintendent's employment hereunder if the Superintendent of Schools is unable to resume his full-time duties at the conclusion of the notice period. If the Superintendent of Schools' employment is terminated as a result of the Superintendent of Schools' disability, the Board shall continue to pay the Superintendent of Schools his base salary for three (3) months as long as it does not extend beyond the end of the contract period. Such payments shall be made in accordance with the Board's regular payroll cycle.

D. The death of the Superintendent of Schools.

To Superintendent of Schools: A. Dean Speicher
 1410 Lake Stream Court
 Mishawaka, Indiana 46544

IN WITNESS WHEREOF, School City of Mishawaka has caused this Contract to be executed by Jeffery E. Emmons, President of the Board, and attested by Holly Parks, the Secretary of said board, in duplicate, and the Superintendent of Schools has executed the same in duplicate, all on the date below.

May 16, 2016

SUPERINTENDENT OF SCHOOLS

BOARD

Signature on file
A. Dean Speicher
Superintendent of Schools

Signature on file
Jeffery E. Emmons, President
Board of School Trustees

Signature on file
Holly Parks, Secretary
Board of School Trustees