

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 NEW ALBANY-FLOYD COUNTY CONS. SCHOOL CORP. ("Corporation") and BILLY J BRISCOE ("Teacher").

BILLY J BRISCOE 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, 2017** 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 **260.00** days ^{each year}. 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 **8.00**. 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 **\$132,698.00** during the school year. Ind. Code 20-28-6-2(a)(3)(C)
5. The Corporation shall pay this amount in **26.0** installments on a **biweekly 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 9TH day of FEBRUARY, 2018.

Teacher

Billy J. Briscoe

School Corporation by:

Jenny Higley

President

Attested:

Billy J. Briscoe

Superintendent

Lee Ann Wisheart

Secretary

NEW ALBANY-FLOYD COUNTY CONSOLIDATED SCHOOL CORPORATION

ASSISTANT to the SUPERINTENDENT
for ADMINISTRATION

ADDENDUM to 2017 - 2019 CONTRACT

This Addendum is attached to and made a part of the Regular Teacher's Contract (the "Teacher's Contract") by and between the New Albany-Floyd County Consolidated School Corporation (the "School Corporation") acting by and through its Board of Trustees (the "Board"), and Bill Briscoe (the "Assistant to the Superintendent") of even date herewith and constitutes a part of the Contract. This Addendum and the Teacher's Contract shall be referred to collectively herein as the "Contract." To the extent this Addendum contradicts the Teacher's Contract and the Master Contract then, this Addendum shall supersede. In consideration of the mutual promises and obligations set forth in the Contract, the parties agree as follows:

1. In consideration of the salary and benefits provided to the Assistant to the Superintendent under the terms of this Contract, the Assistant to the Superintendent agrees to perform his services at a professional level of competency as required by this Contract, state law, and the policies of the Board of Trustees as they maybe modified or changed from time to time. The Assistant to the Superintendent's position is unique and the Assistant to the Superintendent will not be transferred or reassigned by the Board to another position without consent. The Contract may be cancelled by the Board for any reason provided by law for the cancellation of the contract of an established teacher. The procedures provided by law for the cancellation of the contract of an established teacher shall apply.
2. Basic Salary: As payment for the services rendered by the Assistant to the Superintendent on behalf of the Board and School District pursuant to this Agreement, the Board shall pay the Assistant to the Superintendent an annual base salary of One Hundred Nineteen Thousand and Six Hundred and Fife dollars (\$119,605.00) ("Base Salary") for each year of employment beginning on July 1, 2017 and thereafter, unless mutually agreed upon by the parties. This amount shall be payable in approximately equal installments (26) on the pay date schedule established by the Board on behalf of certificated employees.
3. Contract Length -- -- This Contract shall be for twenty - four (24) consecutive months. Each school year, beginning July 1 and ending on June 30 and it shall consist of more or less than two hundred and sixty (260) paid days. Indiana Code and the School Board Policy Manual shall govern any notice of non-renewal and subsequent due process. Said contract may be altered, modified or rescinded in favor of a new contract at any time by mutual consent between the Board of School Trustees and the Employee.
4. Life Insurance -- Upon contract signing, the administrator will be provided with a life insurance death benefit of \$120,000. Said coverage will be comprised of two separate policies. The first coverage of \$70,000 will reside within an existing universal whole life policy already in place on behalf of the above named individual and owned by the School Corporation. The second policy will consist of adding a separate term policy for an additional \$50,000 (per Policy approved by the Board on 4/23/07).

5. Annual Physical Examination -- The Board requests that the Assistant to the Superintendent for Administration have a physical examination on an annual basis and the Board will pay the cost of each such physical examination. The Assistant to the Superintendent will be allowed to choose his or her own physician for such physical examination.
6. Vacation -- The Board shall provide the Assistant to the Superintendent for Administration with five (5) weeks of paid vacation. The Assistant to the Superintendent may, in lieu of vacation days, request in any one contract year payment for up to seven (7) unused vacation days.
7. Deferred Compensation -- As one component of the Assistant to the Superintendent's total compensation (base salary plus deferred compensation) as set forth within the Regular Teacher's Contract, the Assistant to the Superintendent, hereby agrees to voluntarily enter into a salary reduction agreement through this addendum by voluntarily contributing the amounts listed below to a separate 457(b) plan.

2017-2018	\$11,000
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2018-2019	\$11,000
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8. Health Insurance -- The Board will provide access to a group health insurance program. The Board will also provide a flat dollar contribution toward the monthly premium charge. In addition, the Board will also provide the Assistant to the Superintendent's with a health care insurance supplement. The scheduled amount for the monthly premium benefit and the supplement (same as provided to all other 260 day administrative staff) is found within the Administrative Guideline entitled: "Wage Related Benefits for School Administrators."
9. Business and Professional Expenses -- The Board shall reimburse the Assistant to the Superintendent for Administration for appropriate business and professional expenses approved by the Superintendent. Appropriate expenses shall include the cost of membership and participation in state and national professional associations of educational administrators and expenses related to the Assistant to the Superintendent for Administration attendance at conferences and activities approved by the Superintendent.
10. In-Corporation Travel -- In-Corporation travel shall be reimbursed on the same basis as for all other Corporation employees.
11. Severance and Enhanced Severance -- The Assistant to the Superintendent will qualify for a Severance Benefits as outlined in the Master Teacher Contract. Additionally, the Assistant to the Superintendent will further qualify for the enhanced severance benefit provided to School Administrators hired after 7/1/07 (approved by the Board on 4/23/07).
12. Cellular Telephone -- The Board desires that the Assistant to the Superintendent carry a cellular telephone on his person. The Board will reimburse the Assistant to the Superintendent a monthly amount specified in Board Policy. (Currently, \$60 per month.)
13. Defense and Indemnification for Acts in Performance of Duties -- The Board agrees to provide the Assistant to the Superintendent for Administration with legal counsel selected and paid for by the Board, and to defend and indemnify and hold the Assistant to the Superintendent for Administration harmless for all claims, demands and judgments arising

out of the performance of the duties set out in this Contract to the fullest extent permitted by I.C. 20-5-2-2(16) and 34-13-3-5; except that, in no case, will individual Board members be considered personally liable for indemnifying the Assistant to the Superintendent for Administration against such demands, claims, suits, actions, and legal proceedings, nor shall the Board be required to provide counsel to the Assistant to the Superintendent for Administration in proceedings in which the Assistant to the Superintendent for Administration and the School Corporation or Board are on opposite sides.

- 14. Governing Law and Severability Provision - This Contract is governed by the laws of the State of Indiana. If, during the term of the Contract 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 Contract shall not be affected and shall remain in full force and effect.



Rebecca Gardenour
President, Board of School Trustees



Bill Briscoe
Assistant to the Superintendent for Administration



Donna Corbett
Attest: Secretary, Board of School Trustees

6-12-17

Date: June 12, 2017