

ADDENDUM TO THE
TEACHER'S CONTRACT
BETWEEN
WILLIAM G. HOCHGESANG
AND THE
BOARD OF SCHOOL TRUSTEES
OF THE
NORTHEAST DUBOIS COUNTY SCHOOL CORPORATION

This Addendum to the Teacher's Contract, made and entered into the 17th day of July, 2018, between the Board of School Trustees of the Northeast Dubois County School Corporation of Dubois County Indiana, hereinafter referred to as "DISTRICT", and William G. Hochgesang, hereinafter referred to as "SUPERINTENDENT". The term "school" as used in this Contract shall refer to facilities operated by the Northeast Dubois County School Corporation. The term "Board" as used in this Contract shall mean the Board of School Trustees of the Northeast Dubois County School Corporation. The DISTRICT and SUPERINTENDENT for the consideration herein specified agree as follows:

1. TERM

DISTRICT hereby employs, and SUPERINTENDENT hereby accepts employment as Superintendent of Schools for a term commencing July 1, 2018, and ending June 30, 2021.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES

a. CERTIFICATION. SUPERINTENDENT shall hold a valid Administration and Supervision-Superintendent certificate issued by the State of Indiana.

b. DUTIES. SUPERINTENDENT shall: have charge of the administration of the schools under the direction of the Board, and shall be the chief executive officer of the DISTRICT; shall direct and assign teachers and other employees of the schools under his supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the DISTRICT, subject to the approval of the Board; shall select all personnel, subject to the approval of the Board; shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the school district, and in general perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Board shall be entitled to demand attendance of SUPERINTENDENT at any Board or committee meeting.

c. OUTSIDE ACTIVITIES. SUPERINTENDENT shall devote his full time, attention and energy to the business of DISTRICT.

However, SUPERINTENDENT may use vacation days or personal days to perform outside activities, with honoraria paid the SUPERINTENDENT in connection with these activities to be retained by him.

3. PROFESSIONAL DEVELOPMENT

DISTRICT encourages the continuing professional development of SUPERINTENDENT through his participation in:

- a. the operations, programs and other activities conducted or sponsored by local, state and national administrator and school board associations;
- b. seminars and courses offered by public or private educational institutions;
- c. informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of SUPERINTENDENT to perform his professional responsibilities to DISTRICT; and,
- d. advisory committees to the Indiana Department of Education.

DISTRICT may allow reasonable time for SUPERINTENDENT to attend the described functions, and pay such necessary registration, fees for travel and subsistence expenses, as are previously approved by the Board.

4. COMPENSATION

SALARY. DISTRICT shall pay SUPERINTENDENT at an annual salary rate of \$98,000.00. This annual salary rate shall be paid to SUPERINTENDENT in installments in accordance with the schedule of salary payments in effect for other certified school employees. DISTRICT shall further pay the mandatory employee contribution to the Indiana Teacher's Retirement Fund. DISTRICT and SUPERINTENDENT may mutually agree to adjust the salary of SUPERINTENDENT during the term of this Contract, but in no event shall be paid less than the above base salary. Any adjustment in salary made during the life of this Contract shall be in the form of an amendment and become part of this Contract, but it shall not be deemed that DISTRICT and SUPERINTENDENT have entered into a new contract nor that the termination date of the existing Contract has been changed.

5. VACATION AND OTHER BENEFITS

SUPERINTENDENT shall be entitled to all the fringe benefits applicable to certified school employees as defined in the Master

Bargaining Agreement, including but not limited to, benefits and leaves, any other forms of insurance protection, retirement program, choice of tax-sheltered annuities, and other certified employee benefits, with the following exceptions:

- a. DISTRICT shall contribute the full cost of coverage, for such life, dental and vision insurance and \$15,000.00 for medical (health) insurance for SUPERINTENDENT, whether single or family, as is included in the insurance program available under the Master Agreement. Such coverage shall continue subsequent to SUPERINTENDENT'S retirement from the DISTRICT and shall continue so long as SUPERINTENDENT is not a full time education-related employee and until SUPERINTENDENT qualifies for Medicare coverage.
- b. DISTRICT shall provide SUPERINTENDENT \$100,000.00 group term life insurance at standard insurable rates.
- c. DISTRICT shall grant SUPERINTENDENT fifteen (15) days of vacation time each contract year. SUPERINTENDENT is expected to work from Monday thru Friday each week, fifty-two (52) weeks per contract year. SUPERINTENDENT shall select which work days shall be used for vacation day purposes, up to a combined total number of days stated above. In order to assure continuous school operations, not more than five (5) consecutive days of vacation may be taken without Board approval. Unused vacation days may be accumulated, but not to exceed forty-two (42) days with any excess days to be added to accumulated sick leave days.
- d. DISTRICT shall pay dues for membership of the SUPERINTENDENT in professional educational organizations, but not to exceed \$800.00 per year.

6. EXPENSES

DISTRICT shall pay or reimburse SUPERINTENDENT for reasonable expenses approved by DISTRICT and incurred by SUPERINTENDENT in the continuing performance of his duties under this Addendum to Contract. This shall include an amount per mile set annually for school employees for business travel within and outside the school district for the use of SUPERINTENDENT'S personal automobile.

7. PROFESSIONAL LIABILITY

DISTRICT agrees that it shall defend, hold harmless, and indemnify SUPERINTENDENT from any and all demands, claims, suits, actions and legal proceedings brought against SUPERINTENDENT in

his individual capacity while discharging his responsibilities as an employee of the DISTRICT, provided the incident arose while SUPERINTENDENT was acting within the scope of this employment and as such liability coverage is within the authority of the Board under State law. In any case, individual Board members will not be considered personally liable for indemnifying SUPERINTENDENT against such demands, claims, suits, actions and legal proceedings. DISTRICT shall not, however, be required to pay SUPERINTENDENT'S attorney fees or any costs of any legal proceedings in the event the DISTRICT and SUPERINTENDENT have adverse interests in such litigation.

8. RETIREMENT/BENEFITS ELIGIBILITY

SUPERINTENDENT shall receive all benefits accorded to certified personnel by the Master Agreement. DISTRICT shall additionally pay to SUPERINTENDENT upon his retirement thirteen Dollars (\$13.00) for each unused sick leave day then accumulated by SUPERINTENDENT.

9. TERMINATION OF CONTRACT

This Addendum to the Contract:

a. shall be terminated automatically upon death of the SUPERINTENDENT;

b. may be terminated by mutual agreement of the parties;

c. may be terminated unilaterally by the DISTRICT:

1. With cause. Conduct which is seriously prejudicial to the DISTRICT including, but not limited to, neglect of duty, breach of contract or any statute stipulated conduct shall constitute cause. Notice of discharge for cause shall be given in writing and SUPERINTENDENT shall be entitled to a hearing before the DISTRICT in the manner provided by statute to discuss such causes. If SUPERINTENDENT chooses to be accompanied by legal counsel at such meeting, he shall bear any cost therein involved. Such hearing shall be conducted in closed, executive session. SUPERINTENDENT shall be provided a written decision describing the results of the hearing, including the finding of facts relevant to cause under consideration.

2. Without cause, but with ninety (90) days written notice to the SUPERINTENDENT, provided that in such event, the DISTRICT shall pay the SUPERINTENDENT, as severance compensation, the remaining salary he would have earned under his Contract to the termination of this

Contract, payable in regular monthly installments, or by mutual agreement in a lump sum single payment discounted to present value of future contracted amounts.

3. For disability of the SUPERINTENDENT, upon written notice to SUPERINTENDENT at any time after SUPERINTENDENT has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of ninety (90) working days. All obligations of DISTRICT shall cease upon such termination. If a question exists concerning the capacity of SUPERINTENDENT to return to his duties, DISTRICT may require SUPERINTENDENT to submit to a medical examination to be performed by a doctor licensed to practice medicine. DISTRICT shall select the physician who shall conduct the examination. The examination shall be done at the expense of the DISTRICT. The physician shall limit his report to the issue of whether SUPERINTENDENT has a continuing disability which prohibits him from performing his duties.

d. May be terminated by either party on the expiration of the term of this Contract by giving written notice of such termination to the other party on or before January 1 of the year in which the Contract is to expire.

10. SAVINGS CLAUSE

If, during the term of this Contract, it is found that a specific clause of the Contract and/or Addendum is illegal under Federal or State law, the remainder of the Contract or Addendum not affected by such a ruling shall remain in force.

IN WITNESS WHEREOF, SUPERINTENDENT has approved this Addendum to the Teacher's Contract effective on the day and year specified in Paragraph 1 above, and submits the same for approval of DISTRICT.

SUPERINTENDENT

NORTHEAST DUBOIS
COUNTY SCHOOL CORPORATION

WILLIAM G. HOCHGESANG

BY: PRESIDENT, BOARD OF SCHOOL TRUSTEES

ATTEST:

SECRETARY, BOARD OF SCHOOL TRUSTEES