

## **NORTH WEST HENDRICKS SCHOOL CORPORATION ADDENDUM FOR THE BUSINESS MANAGER BASIC CONTRACT**

The Board of School Trustees of the North West Hendricks School Corporation (the "Board") and David Hobaugh, Business Manager (the "Business Manager"), based on the mutual interest of the North West Hendricks School Corporation (the "School Corporation") and of the Business Manager, to more completely and precisely define the employment relationship of the Business Manager with the School Corporation and the Board, agree to this Business Manager Basic Contract (the "Contract") as follows:

1. Annual Salary and Contract Term. The School Corporation agrees to employ David Hobaugh as the Business Manager for the term of this Contract from July 1, 2017 through June 30, 2019. Effective July 1, 2017, the School Corporation agrees to pay the Business Manager annual compensation of \$87,068 base salary. Effective July 1, 2018, the School Corporation agrees to pay the Business Manager annual compensation of \$87,068 base salary plus a stipend of 3% of the base salary for a total of \$89,680.04 provided the Business Manager receives an evaluation rating of highly effective or effective at the end of the 2017-2018 school year.

2. 403(b) Plan. The School Corporation agrees to contribute the sum of \$8,000 plus 1.5% of the base salary (\$87,068 as noted above) into an Internal Revenue Code Section 403(b) plan (the "403(b) plan") for the Business Manager for each of the two (2) school years of this Contract.

3. Health, Dental and Vision Insurance. The Business Manager is eligible to participate in the School Corporation's group health, dental, and vision insurance plans under the same terms and conditions applicable to other administrators in the School Corporation. The Business Manager also has the option of participating in the HDHP 1 or HDHP 2 plans. If the Business Manager participates in an HDHP plan, the School Corporation agrees to pay \$500.00 per month into his HSA.

4. Contracted Work Days. The Business Manager agrees to work 260 days in each twelve-month period between July 1 and June 30 in each contract year of this agreement.

5. Personal Leave Days, Sick Leave Days, Vacation Days, Bereavement Days, Family Illness Days, and Paid Holidays.

a) The School Corporation agrees to provide the Business Manager three (3) personal leave days in each contract year during the term of this Contract. Any unused personal leave days will be transferred to accumulated sick leave at the end of the school year.

b) The School Corporation also agrees to provide the Business Manager twelve (12) sick leave days each year, accumulated up to 200 days.

c) The School Corporation also agrees to provide to the Business Manager twenty (20) vacation days in each contract year during the term of this Contract. Any unused vacation days shall not be carried forward to the next school year.

d) The School Corporation also agrees to provide the Business Manager five (5) bereavement leave days each year.

e) The School Corporation also agrees to provide to the Business Manager three (3) family illness days per year, accumulative to seven days with any unused days above the maximum of seven leave days to be transferred to accumulated sick leave at the end of the school year.

f) The Business Manager shall be entitled to twelve (12) paid holidays as are provided to other 12-month administrators of the School Corporation.

6. Term Life Insurance. The School Corporation agrees to provide the Business Manager a term life insurance policy with a face value equal to \$150,000. The Business Manager shall contribute \$1.00 annually toward the cost of the premium for such term life insurance.

7. Long Term Disability. The School Corporation agrees to provide the Business Manager with long term disability insurance, 100% of the premium to be paid by the School Corporation.

8. Dues/Membership Fees for Professional Organizations. The Board agrees to pay up to \$1,000 per contract year toward dues and fees for professional organizations that the Business Manager desires to join.

9. Professional Growth Days. The Board agrees to pay all reasonable expenses (which is determined in the sole discretion of the Board) for the Business Manager to attend professional meetings, workshops and conferences to enhance his professional skills and knowledge, provided the Business Manager receives advance approval from the Board to attend such meetings, workshops, and conferences. This provision does not apply to events that are paid for through grant funding and/or other donated funds. The Business Manager may also speak at conferences as approved by the Superintendent.

10. Technology Allowance. The School Corporation agrees to pay a \$900 technology to the Business Manager. The allowance will be added to the base salary and paid within the regular monthly installments.

11. Mileage Reimbursement. The Board agrees to reimburse the Business Manager for mileage associated with business travel at the standard rate approved by the Internal Revenue Service.

12. Additional Fringe Benefits. Additional fringe benefits may be provided the Business Manager if the fringe benefit is provided for other 12-month administrators of the School Corporation and is not inconsistent with the terms of this Contract.

13. Contract Cancellation. Either of the following two alternatives may be utilized by the Board at the Board's sole discretion to terminate the Business Manager Basic Contract and this Contract (hereafter collectively referred to as the "Business Manager's Contracts") before their expiration date:

- (a) Termination Option 1--The Board:
  - (i) initiates cancellation for cause for one or more of the statutory reasons for cancellation of a teacher contract contained in IC 20-28-7.5-1(e); and
  - (ii) gives the Business Manager's written notice of its intent to cancel the Business Manager's Entire Contract for cause and provides the Business Manager the opportunity to have a hearing before the Board in an official executive session at least ten (10) days before the Board meets in a public meeting to vote on the termination.
  - (iii) If the Business Manager requests a hearing with the Board under paragraph (a)(ii) herein, and if the Board would subsequently vote in a public meeting to approve the termination of the Business Manager's Entire Contract, then the Board will issue written findings that one or more of the statutory reasons for cancellation of a teacher contract contained in IC 20-28-7.5-1(e) exist. The Business Manager's pay and benefits shall cease immediately upon the Board voting to approve the termination.
- (b) Termination Option 2—The Board may elect to cancel the Business Manager's Contracts without cause. If the Board elects to cancel the Business Manager's Contracts without cause pursuant to this provision, then the Board shall pay to the Business Manager no compensation or benefits which accrue subsequent to the twelve (12) month anniversary of the date such written notice is given shall be owed the Business Manager.

If the Board cancels the Business Manager's Contracts pursuant to this provision, then the Business Manager shall submit his resignation as Business Manager and teacher effective on the cancellation date required by the Board and the Board will accept such resignation at its next regularly scheduled meeting. The Business Manager and the Board will refer to the reason for such resignation as "philosophical differences" or such other description as the Board and Business Manager shall mutually agree.

If the Business Manager desires to request to the Board that his Business Manager's Contracts be cancelled prior to the expiration of the term, then the Business Manager must give the Board at least sixty (60) days written notice prior to the effective date when such cancellation would become effective. In the event the Business Manager cancels the Business Manager's Contract, then he shall be entitled to no further compensation or benefits under this Contract following his termination date.

If the Board and the Business Manager mutually agree to cancel the Business Manager's Contracts, then the Business Manager shall be entitled to no further compensation or benefits under this Contract following the agreed upon termination date.

14. Indemnification. The Board shall defend, hold harmless, and indemnify the Business Manager from any and all demands, claims, suits, actions or legal proceedings brought against him, either in his official capacity as agent or employee of the Board or in his individual capacity, provided the incident arose while he was acting within the scope of his employment with the Board. All actions, choices and decisions made, which are customarily and usually considered within the authority and responsibility of an Indiana public school assistant superintendent, or which were made under apparent authority of statute or applicable common law or were specifically or impliedly authorized by the Board, shall be considered within the scope of employment for purposes of this provision.

15. Severability. The Business Manager and the Board stipulate and agree that all clauses and provisions of this Contract are distinct and severable, and the Business Manager and Board understand, and it is their intent, that in the event this Contract is ever held to be invalid or unenforceable (in whole or in part) as to any particular provision herein, all other provisions shall remain fully valid and enforceable.

16. Non-waiver. The waiver by the Parties, or either of them, of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by the School Board (after approval in a public meeting) and the Business Manager.

17. Entire Agreement. The Business Manager Contracts constitute the complete agreement between the Parties with regard to the subject matter addressed herein, shall supersede any and all previous agreements and/or commitments, whether oral or written, between the Parties and shall not be amended or modified absent an agreement signed by both Parties. The Parties further agree that no verbal or other statements, discussions, or impressions, other than those provisions contained in the Business Manager Contracts, have been relied upon by either party in executing this Contract.

This Business Manager Basic Contract is agreed upon and entered into this 13th day of June, 2017.

BUSINESS MANAGER

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BOARD OF SCHOOL TRUSTEES FOR  
THE NORTH WEST HENDRICKS  
SCHOOL CORPORATION

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Board President

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Vice President

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Secretary

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Member

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Member