

## Warsaw Community Schools

### Addendum to Regular Teacher's Contract for Superintendent

THIS ADDENDUM made and entered effective as of the 1st day of July, 2014, by and between Warsaw Community Schools (the "School Corporation") and David Hoffert (the "Superintendent") supplements the terms set forth in the Regular Teacher's Contract executed effective as of that same date by the School Corporation and the Superintendent.

1. TERM AND DUTIES. The School Corporation shall employ the Superintendent and the Superintendent accepts employment as the chief executive officer of the School Corporation for a term commencing on July 1, 2014, and ending on June 30, 2017. As the chief executive officer of the School Corporation, the Superintendent shall perform the duties and discharge his responsibilities as enumerated in the job description and applicable School Corporation Bylaws and Policies, which are attached collectively hereto as Exhibit A and incorporated by this reference.

2. ANNUAL EVALUATION. In conjunction with the conclusion of its annual planning cycle, the Board of School Trustees of the School Corporation (the "Board") will conduct a formal, summative evaluation of the Superintendent. The evaluation will be based upon data derived during the year from monitoring board policies and goals. Prior to his annual evaluation, the Superintendent shall provide a written report on progress made toward the School Corporation's and his personal professional goals. In addition, the Superintendent shall provide a written midyear update. The Superintendent will provide the Board as much information as is necessary to allow the Board to be adequately informed.

A written composite evaluation will be prepared by the Board. The Superintendent will have the opportunity to review that document before meeting with the Board in executive session. The report will be signed by the Superintendent and each member of the Board. All employment decisions regarding the Superintendent remain within the sole and continuing discretion of the Board.

3. COMPENSATION. The School Corporation shall pay the Superintendent the annual salary compensation of One Hundred Forty Thousand and no/100 Dollars (\$140,000.00) for the 2014-15 school year. Provided that the Superintendent achieves the rating of highly

effective or effective as part of the Board's annual evaluation, he shall receive an increase in the base salary up to Six Thousand and no/100 Dollars (\$6,000.00) for the second year of this Addendum, and up to an additional Eight Thousand and no/100 Dollars (\$8,000.00) for the third year of the Addendum. The Superintendent shall be paid in twenty-six (26) equal installments on a schedule fixed for all School Corporation employees.

4. VEHICLE USAGE REIMBURSEMENT. If the Superintendent uses his personal vehicle for conducting School Corporation business, the School Corporation shall reimburse the Superintendent for such usage of his personal vehicle in accordance with the rate and rules established by the Internal Revenue Service for business usage of a personal vehicle. The Superintendent shall provide all documentation, including receipts, to support payment of such reimbursement and that are reasonably required by the School Corporation or any state or federal governmental entity.

5. INTERNET SERVICE. The Superintendent shall procure internet service at his residence for his use in the performance of his duties on behalf of the School Corporation. The Superintendent shall pay all of the expenses associated with the procurement of that internet service, including monthly charges, hardware costs, and other costs. The Superintendent shall provide his email address or any other necessary internet contact information to appropriate school personnel to ensure that he may be readily contacted via the internet if School Corporation business so requires. The Superintendent shall procure an internet service that appropriately integrates with the technology and telecommunication services then being used by the School Corporation.

6. CELLULAR TELEPHONE. The Superintendent shall provide a cellular telephone for his use in the performance of his duties on behalf of the School Corporation. The Superintendent shall provide a cellular telephone that appropriately integrates with the technology and telecommunications then being used by the School Corporation. The Superintendent shall pay all of the expenses associated with the operation of that cellular telephone, including monthly charges, long distance charges, and other costs. The Superintendent shall provide his cellular telephone number to appropriate school personnel to ensure that he may be readily contacted if School Corporation business so requires. The Superintendent shall receive from the School Corporation a cellular telephone stipend of Thirty-four and no/100 Dollars (\$34.00) per pay period.

7. INSURANCE. The Superintendent agrees not to purchase or participate in a family or individual medical/hospitalization policy offered by the School Corporation to its certificated employees. In exchange for his agreement not to purchase or otherwise participate in that insurance benefit, the Superintendent shall receive an annual stipend payment of Two Thousand and no/100 Dollars (\$2,000.00). The School Corporation shall pay the total premium for the Superintendent for a family or individual dental policy offered by the School Corporation to its certificated employees. The School Corporation shall pay the total premium, less One and no/100 Dollars (\$1.00), for a supplemental income protection insurance policy for the Superintendent, which guarantees a portion of his salary after a sixty-day waiting period pursuant to the terms of the applicable policy. The School Corporation shall also pay the total premium, less One and no/100 Dollars (\$1.00), for a term life insurance policy for the Superintendent with death benefits in the same amount as his current salary.

8. PROFESSIONAL ASSOCIATION MEMBERSHIP. The School Corporation encourages the Superintendent's continued professional growth by participating in the programs, conferences and activities conducted by local, state, and national education associations, such as American Association of School Administrators, Indiana Association of Public School Superintendents and Indiana School Board Association. After consultation between the School Corporation and the Superintendent, the School Corporation shall pay the Superintendent's reasonable membership fees and other costs for participating in these and other professional associations that the Superintendent reasonably believes will be beneficial to the performances of his job responsibilities and obligations.

9. INCIDENTAL BUSINESS EXPENSES. The School Corporation shall reimburse the Superintendent for reasonable expenses, including those described in Paragraph 8, approved by the Board and incurred by the Superintendent in the performance of his duties under this Addendum. The Superintendent shall promptly submit all claims for reimbursement for review and approval by the Board. The Board shall not unreasonably withhold approval for a reimbursement claim submitted by the Superintendent. Any reimbursement claim submitted by the Superintendent shall comply with all requirements imposed for such claim submission by the Indiana State Board of Accounts, the Internal Revenue Service, or any other authority empowered to impose rules upon the Superintendent or School Corporation for such claim submission.

10. VACATION AND PERSONAL BUSINESS DAYS. The Superintendent shall be entitled to a vacation time of twenty (20) business days for each calendar year, to be taken at such time as the Superintendent shall elect. Vacation time may be taken at one time or in various segments. Up to five (5) unused vacation days may be carried over to the following calendar year; all other unused vacation days shall be lost. The maximum number of vacation days the Superintendent may possess at any time is twenty-five (25) days. The Superintendent shall be entitled to nine (9) paid holidays, which include Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Day after Christmas and New Year's Day.

11. OTHER BENEFITS. The Superintendent shall be entitled to all benefits and working conditions described in the Warsaw Community Schools Administrative Handbook that are not duplicative of the benefits and working conditions set out in this Addendum. These benefits include, but are not limited to, benefits and leaves, any other forms of insurance protection, retirement program, choice of tax sheltered annuities, and other certificated employee benefits. The Superintendent shall not receive any benefit or working condition described in the Administrative Handbook that is identical, similar, or of the same nature to those specifically set out or otherwise discussed in this Addendum.

12. DEFENSE AND INDEMNIFICATION. In the event that the Superintendent is named as a defendant in any suit arising out of the performance of his duties for, or employment with, the School Corporation, the Board shall promptly determine if the action alleged in the complaint was taken by the Superintendent in good faith, and if the Board determines that the action was taken in good faith, the Board shall defend the Superintendent in the suit. In addition, if the Board further determines that payment of any judgment, compromise or settlement of a claim or suit against the Superintendent arising out of the performance of his duties for, or employment with, the School Corporation is in the best interest of the School Corporation, that the liability, cost or damage is not predicated on and does not arise out of the bad faith of the Superintendent, and the claim or judgment is not based on the Superintendent's malfeasance in office or employment, the School Corporation shall pay such judgment, compromise or settlement and shall hold the Superintendent harmless from any liability, cost or damage in connection therewith, including but not limited to the payment of any legal fees.

13. EXPIRATION. The Board must give the Superintendent notice of nonrenewal of this Addendum in writing delivered to him in person or by registered or certified mail on or before the January 1 immediately preceding the expiration date of this Addendum or as otherwise required by Indiana law.

14. TERMINATION.

14.1. Grounds for Termination. This Addendum may be terminated by (a) mutual agreement of the parties, (b) retirement of the Superintendent, (c) disability of the Superintendent, (d) discharge for cause, or (e) death of the Superintendent.

14.2. Disability of the Superintendent.

(a) In the event of the Superintendent's disability, as defined in the supplemental income protection insurance policy insuring the Superintendent, the Superintendent's compensation shall be suspended after the Superintendent's sick leave has been exhausted and after the Superintendent has qualified for the benefits under said policy. The Superintendent's compensation shall be reinstated as soon as he has returned to employment and undertaken the full discharge of his duties. The Board may terminate this Addendum by written notice to the Superintendent at any time after the 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 sixty (60) days.

(b) If a question exists concerning the capacity of the Superintendent to return to his duties, the Board may require the Superintendent to submit to a medical examination, to be performed by a physician licensed to practice medicine. The Board and the Superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the School Corporation. The physician shall limit the written examination report provided to the Board to the issue of whether the Superintendent has a continuing disability that prohibits him from performing his duties.

14.3. Discharge. The Board may terminate this Addendum for any reason permitted by Indiana law for the cancellation of a teacher's contract or a superintendent's contract. The Superintendent is entitled, however, to notice and, if he so requests, a hearing as provided by Indiana statute before any such termination may become effective. The Superintendent agrees this Addendum may also be terminated for any reason that is put forward in good faith and that is

not arbitrary, capricious, irrational or irrelevant to the educational mission of the School Corporation.

14.4. Regular Teacher's Contract The Superintendent agrees that if this Addendum is terminated for any reason set out in the above paragraph, such discharge is sufficient grounds for the termination of the Regular Teacher's Contract amended by this Addendum and if so requested, the Superintendent shall resign and agree to the termination of his Regular Teacher's Contract effective as of the same date as the termination of this Addendum.

15. SEVERABILITY. Any provision in this Addendum found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidation of the rest of this Addendum.


16. INTEGRATION. The Superintendent and School Corporation incorporate into this Addendum their entire understanding with respect to the employment of the Superintendent by the School Corporation, and no past, present or future oral statements or prior written statements extrinsic to this Addendum, except the Regular Teacher's Contract signed by the Superintendent or that are incorporated by reference, shall have any force or effect. Superintendent and School Corporation are not relying upon any representations other than those expressly set out in this Addendum.

17. GOVERNING LAW. This Addendum shall be construed in accordance with and governed by the laws of the State of Indiana.


18. BINDING EFFECT. The provisions of this Addendum shall be binding upon and inure to the benefit of the School Corporation and the Superintendent, their respective legal representatives, successors and assigns.


IN WITNESS WHEREOF, the School Corporation caused this Addendum to be executed in its name and on its behalf by the undersigned President, Secretary and members of the Board and the Superintendent executed this Addendum effective on the day and year first above written.

Agreed the 27 day of May, 2014.

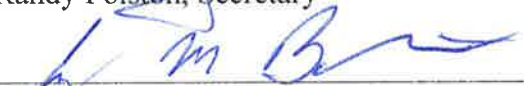
  
\_\_\_\_\_  
David Hoffert,  
Superintendent

WARSAW COMMUNITY SCHOOLS  
BOARD OF SCHOOL TRUSTEES


By:   
\_\_\_\_\_  
Jennifer Tandy, President

  
\_\_\_\_\_  
Matt Dick, Vice President

  
\_\_\_\_\_  
Randy Polston, Secretary

  
\_\_\_\_\_  
Jay Baumgartner

\_\_\_\_\_  
Delores Hearn

  
\_\_\_\_\_  
Curt Hermann

  
\_\_\_\_\_  
Dan Metzger

**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)*

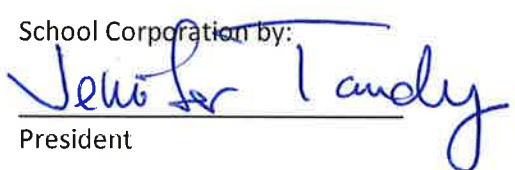
This regular teacher contract ("Contract") is by and between the governing body of the Warsaw Community Schools ("Corporation") and David A. Hoffert #1456 ("Teacher"). David A. Hoffert is a teacher as defined in Ind. Code 20-18-2-22.

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, 2014 and ending June 30, 2017. 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 days. 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 7 hours and 40 minutes. 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 \$140,000.00 during the school year. Ind. Code 20-28-6-2(a)(3)(C)
5. The Corporation shall pay this amount in 26 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(e) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
7. Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this 27 day of May, 2014.

Teacher  


School Corporation by:  
  
President

Attested:  
  
Superintendent

  
Secretary