

**SUPPLEMENT TO REGULAR TEACHER'S CONTRACT
FOR SUPERINTENDENT OF SCHOOLS**

THIS SUPPLEMENT, is made and entered into in the Town of Hagerstown, Wayne County, Indiana, this 12th day of July, 2017 to be effective as of July 01, 2017, by and between **NETTLE CREEK SCHOOL CORPORATION**, a public school corporation organized and existing under the laws of the State of Indiana with principal offices at 297 East Northmarket Street, Hagerstown, Indiana (“NCSC”), by and through its Board of Trustees (hereinafter “Board”), and **DR. WILLIAM DOERING**, a resident of Wayne County, Indiana (hereinafter “Superintendent”).

WHEREAS, the Board now needs and desires to employ a Superintendent to perform the duties of Superintendent of NCSC; and

WHEREAS, the Board and Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as a basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational programs of NCSC; and

WHEREAS, Dr. William Doering has consented to fulfill the duties of Superintendent of Schools of NCSC during the period of this agreement and in accordance with the terms and conditions set forth below:

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **Term of Contract** – The Board hereby employs Superintendent, and the Superintendent hereby accepts employment, as Superintendent of Nettle Creek School Corporation for a term commencing the 1st day of July 2017, and ending on June 30, 2020.

Beginning as of July 1, 2018, the term of this agreement shall automatically extend for an additional one (1) year period if the Board or Superintendent fails to notify the other party before March 31 of a given year that the contract extension shall not occur. By way of example, should the Board or Superintendent fail to notify the other party by March 31, 2018, that it does not intend to extend the term of this Supplement (and the underlying Regular Teachers' Contract upon which it is based), then in that event, this Supplement (and the Regular Teachers' Contract upon which it is based) shall be automatically extended for an additional one (1) year term ending June 30, 2021. Nothing contained herein shall impair the right of the Board to terminate this Supplement (and the Regular Teachers' Contract upon which it is based) for cause pursuant to the terms, conditions and procedures set forth at IC 20-28-6 and/or IC 20-28-8 et seq., as applicable and from time to time amended. The Superintendent may terminate this Supplement (and the Regular Teachers' Contract upon which it is based) during the term of this Supplement, or any automatic extension thereof, without cause upon at least ninety (90) days advance written notice to Board, provided that such notice is not rendered impossible or impractical due to the sudden onset of illness or disability of the Superintendent.

2. Duties of Superintendent – The Superintendent, in consideration of his employment and the salary and other sums and benefits to be provided to him by the Board, hereby accepts said employment on the terms and conditions herein contained and promises and agrees as follows:

- a. He will act, on a full time basis, as the Chief Executive Officer of the governing body of NCSC.
- b. He will assume and perform the usual and customary duties as Superintendent of

Schools for NCSC in accordance with the applicable Board policies, regulations and proper Board directives.

- c. He will faithfully perform all duties imposed upon the Superintendent of Schools applicable to the school corporation by the laws of the State of Indiana, the rules and regulations promulgated by the Board, by a Commission or other agency of the State of Indiana, and all other proper directives of the Board.

3. Compensation and Method of Payment – During each of the three contractual years, Superintendent will be paid according to the following salary schedule:

<u>Contract Year</u>	<u>No. of Contract Days</u>	<u>Contractual Salary</u>
07/01/17 through 06/30/18	260	\$122,388.28*
07/01/18 through 06/30/19	260	\$122,388.28*
07/01/19 through 06/30/20	260	\$122,388.28*

(*The above stated Contractual Salary includes the 2017 single 2 insurance annual cost of \$10164 for the purpose of assisting the Superintendent in his direct purchase of health insurance coverage from the vendor and in such sums and coverages as Superintendent shall determine. Superintendent acknowledges his awareness that this approach results in his purchasing his health and related insurance coverages with after-tax dollars. Should the Board increase its contribution toward health insurance premiums paid by plan participants in the NCSC qualified health plan during the term of this Supplement, or any automatic extension thereof, then Superintendent’s Contractual Salary, as set forth above, shall be increased as of the effective date of the Board’s increased contribution, by the amount of the increase in the Board’s health insurance premium contribution for the particular type of plan selected by Superintendent.)

Except as otherwise noted, the above stated salary shall be paid in twenty-six (26) equal bi-weekly installments pursuant to the regular payroll schedule of NCSC. The Board agrees that should members of the NCSC administrative team receive a general wage increase granted to all such administrators, then Superintendent may also receive such an increase in the above stated

Base Salary effective at the same time as that received by all other administrators or at such time as the Board determines.

The Board shall, on at least an annual basis at such times as shall be reasonably agreed upon by Board and Superintendent, review the performance of Superintendent and may, from time to time and in the sole discretion of the Board, increase the salary and compensation paid Superintendent hereunder. The Board and the Superintendent shall mutually develop the criteria for the annual performance review of the Superintendent.

4. NCSC Contribution to Tax Deferred Section 403(b) Annuity – In addition to the above stated salary, NCSC shall contribute a matching sum equal to the contribution made by the Superintendent, (but the NCSC contribution shall not be greater than three and one-half percent (3.5%) of the Superintendent's Contractual Salary as set forth in Paragraph #3, above, at the time the contribution is made regardless of the amount in excess of said maximum percentage contribution that the Superintendent might elect to make in his own right) to a tax deferred Section 403(b) annuity plan as selected by the Superintendent. Such contribution shall be made by the Board by the 31st day of July after the completion of each year of service hereunder (or by the next business day thereafter should July 31 fall on a Saturday, Sunday or legal holiday when state or national banks are closed) and shall be based upon the Superintendent's Contractual Salary that prevailed as of the 30th day of June immediately preceding the Board contribution. Should the Superintendent's Contractual Salary be retroactively increased at a point in time subsequent to the Board contribution date, the Board shall timely make its prescribed contribution and when the Superintendent's Contractual Salary shall have been subsequently increased, the Board shall make any additionally due contribution within thirty (30) days of the

retroactive adjustment to Superintendent's Contractual Salary.

5. Vacation and Other Benefits – The Superintendent shall be entitled to all of the applicable benefits, including fringe benefits, customarily provided by Nettle Creek School Corporation to other 260-day administrative employees as, from time to time, supplemented by subsequent Board policies or pronouncements. Such benefits include, but are not limited to, the following:

a. Vacation Time/Holiday Benefits – Superintendent shall be provided with fifteen (15) paid vacation days per contract year, plus those paid holidays as are approved and established, from time to time, by the Board (currently ten (10) holidays per contract year). For purposes of this sub-paragraph “a”, a “contract year” commences on July 01 of a given year and ends June 30 of the next calendar year. Partial year benefits, if applicable, shall be pro-rated on a monthly basis.

b. Health Insurance Package – The Board shall make available to the Superintendent the usual and customary family health, accident, hospitalization, vision and dental insurance coverage as that which is afforded all certificated employees of the Board in accordance with the terms, benefit levels and conditions contained in the insurance plan provided by and through the Board. Hospitalization and medical insurance is presently provided and shall be provided to Superintendent at current plan benefit levels for an employee only plan (but subject to premium costs and plan benefit adjustments, from time to time as the Board shall determine in keeping with any overall medical insurance plan modification for all NCSC covered plan participants and further subject to the provisions set forth above at paragraph #3 regarding Superintendent's direct purchase of

health and related insurance coverages with the therein stated sum added as compensation to Superintendent's Base Salary).

c. Dental and Vision Insurance Benefits – Participation in the NCSC group dental and vision insurance plans, as said plans are in force from time to time, shall be at the sole premium costs to the Superintendent.

d. Life Insurance Benefits – The Board shall provide to the Superintendent, during the term of this agreement, term life insurance insuring the life of the Superintendent in an amount of one hundred thousand dollars (\$100,000.00), provided that said Superintendent is so insurable, as determined by the insurance carrier reasonably selected by the Board and the Superintendent to underwrite such term life insurance.

e. Long Term Disability Insurance – NCSC shall pay up to \$150.00 per contract year toward the premium for long term disability insurance coverage for the Superintendent.

f. Miscellaneous Leaves – The Superintendent shall be provided the following additional leave benefits:

i) Ten (10) additional days of sick leave during each of the contract years or any automatic extension thereof;

ii) Three (3) personal leave days per contract year with any unused personal leave days at the end of a contract year rolling over into accumulated sick leave days (subject to applicable aggregate limitations on the total permitted accumulation of such unused sick days);

iii) Five (5) days of family illness leave per contract year that are non-cumulative and do not roll into unused sick leave days if not fully used during the

contract year;

iv) Five (5) days for bereavement leave upon the death of a member of the Superintendent's immediate family, as the term "immediate family" is defined in the currently operative NCSC collective bargaining agreement with its certificated employees' exclusive representative, or as defined in any subsequently developed Board administrative fringe benefit policy.

v) Jury duty attendance requiring the Superintendent to be absent from duty on a contract day shall be fully compensated to the Superintendent at his regular daily rate, less such jury duty stipend as shall have been paid to the Superintendent.

g. Expense Reimbursement – Board shall pay or reimburse the Superintendent for expenses incurred in the performance of his duties under this contract, including mileage reimbursement at the applicable per mile rate in accordance with procedures subject to applicable budgetary limitations, as from time to time established by the Board. Such out of pocket expenses shall be submitted on the itemized claim form approved by the Indiana State Board of Accounts and paid in the usual course of business after approval on the NCSC's monthly accounts payable register.

h. Reimbursement of Professional Membership Fees / Professional Development – Annually, the Superintendent shall submit for Board approval dues expenditures for regular membership in the Indiana Association of Public School Superintendents and/or such other professional organizations as the Superintendent shall elect. Board shall also reimburse Superintendent for expenses incurred in professional development activities as,

from time to time, determined by the Superintendent. Should participation in such professional development activities require Superintendent to be out of the school district for one entire contractual day or more, such absence shall be preapproved by the Board.

i. Physical Examination – The Superintendent is encouraged to secure an annual physical examination. The cost of one such examination per contract year shall be paid by NCSC. If there is a surcharge for such examination over the maximum contribution from the Board shall be five hundred dollars (\$500.00) in any contract year.

6. Professional Liability and Indemnity – Consistent with the provisions of IC 20-26-5-4(17), the Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in either his official or individual capacity, provided that the Board determines by resolution that said incident or claim arose while the Superintendent was acting within the scope of his employment and such action was undertaken by the Superintendent in good faith. The Board's obligations hereunder shall not extend to instances wherein such liability, costs or damages are predicated upon claims arising out of bad faith actions taken by the Superintendent or where a claim or judgment is based upon the Superintendent's criminal malfeasance in office or employment.

7. Full Time and Attention – Superintendent shall devote his full time, attention and energy to the performance of his duties hereunder. With the prior approval of the Board, he may serve as an adjunct university professor, provide professional training, and engage in other such professional activities. With Board approval of such activities, the Superintendent may use vacation leave or personal business days to perform such outside activities. Any fees, stipends or

honoraria or publication rights and royalties arising from such activities shall be the property of the Superintendent. In no case will the Board be responsible for the payment of any expenses attendant to the Superintendent's performance of such outside activities.

8. Interpretation of Contract – This Supplement shall be construed to be supplemental to and an addendum of that Regular Teacher's Contract dated July 12, 2017, and to which this Supplement shall be affixed.

9. Saving Clause – If, during the term of this contract it is found that a specific clause of the contract is illegal or otherwise unenforceable by a state or federal tribunal, then the remainder of this contract shall not be affected by such a ruling and shall be given the full force and effect to which it would otherwise be entitled.

10. Miscellaneous Provisions – Use of the singular herein shall imply the plural and vice versa. Use of the masculine, feminine or neuter gender shall imply the appropriate other where the context herein would so require.

IN WITNESS WHEREOF, the parties have herein below set their signatures on the month and day first set forth above.

Dr. William Doering
Superintendent

NETTLE CREEK SCHOOL CORPORATION

By _____
Cary Rhoades, President

Gary Keesling, Vice President

Elaine Hellwarth, Secretary

Dan Davis, Member

Bob Clark, Member

Eric Richardson, Member

Marcie Houghton, Member

End of "Supplement to Regular Contract" consisting of ten (10) pages dated July __, 2017.

This Instrument Prepared By:
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