

## **ADDENDUM TO CAREER AND TECHNICAL EDUCATION DIRECTOR'S EMPLOYMENT CONTRACT**

THIS ADDENDUM, made and entered into this 13<sup>th</sup> day of June, 2019, between Central Nine Career Center, Johnson County, Indiana (hereinafter called "Central Nine") and William Kovach (hereinafter called "Career and Technical Education Director" or the "Director").

1.     Employment Status. The Career and Technical Education Director is being hired, subject to the terms below, as the Director of Central Nine. Director shall execute a teacher contract mandated by the State of Indiana and this Addendum. In the event of a conflict between the documents, this Addendum shall supersede the teacher contract. The Director shall abide by and be bound by the Central Nine's Board Policies and Administrative Guidelines, as existing and amended in the future. To the extent of a conflict between the Board Policies and Administrative Guidelines and this Addendum, this Addendum shall control.

2.     Term of Employment. The School Board of Central Nine (the "Board") agrees to employ the Director as Career and Technical Education Director of Central Nine for the period beginning July 1, 2019 and concluding on June 30, 2022. During the term of this agreement, the Director will work 240 contract days each school year (July 1 through June 30) with ten (10) sick/personal days and 20 days' vacation. The Director may not carry over into any year more than a cumulative total of two hundred five (205) days of accrued and unused sick/personal days. Any such accrued and unused sick/personal days that exceed two hundred five (205) days shall be purchased back by Central Nine consistent with any buyback program available to Central Nine administrators at the time. Any vacation days that accrue and are not used during a school year shall be forfeited without compensation and shall not carry over into the next year. In addition to sick/personal days already accumulated at Central Nine, the Director may bring in and shall be credited the remaining 145 sick/personal days from the Director's former corporation. In addition, any holidays recognized by Central Nine shall not be deducted from the 240 contract days, which means the Director shall work not less than 210 contract days per year during the Term. Generally, the Director shall be at work from 7:00 a.m. through 4:30 p.m., with approximately one hour for lunch, subject to the need to work additional hours for Board meetings and other duties required to perform the job.

3.     Vacation Restrictions. There are particular weeks in which the Director should not be on vacation. Those weeks include the week before school starts, the first week of school, the last week of school and the week immediately following the last week of school. The Director will be expected to schedule any vacations to be available during those weeks.

4.     Duties and Qualifications. The Directors' qualifications, duties and responsibilities are set forth in by the laws of the State of Indiana and by school policy as may be amended from time to time. The Director shall furnish throughout the term of the Director's employment valid and appropriate certificates required by Indiana law and Central Nine policy to act as Director. Director shall competently perform all duties required by the position, the Board and by the appropriate State law and Central Nine policy. Director shall devote Director's full time, skill, labor and attention to said employment during the term of this Addendum and the Director's contract. The Director shall serve on the Central Nine's negotiating and discussion

teams. All board policy provisions now existing, amended or created in the future relating to certificated employees shall be applicable to the Director except if in conflict with that which is agreed upon herein, in which case the terms of this Addendum shall prevail.

5. Base Salary. The Director's annual base salary for the 2019-2020 school year shall be \$114,240.00 based upon a full 240-day employment period. Salary shall be paid in 26 equal installments consistent with Central Nine's policy governing payment of other professional staff members. The Director shall receive a two percent (2%) salary increase for the 2020-2021 school year if the Director receives a Highly Effective evaluation for the 2019-2020 school year. The Director shall receive a two percent (2%) salary increase for the 2021-2022 school year if the Director receives a Highly Effective evaluation for the 2020-2021 school year. In the event the Director receives an Effective evaluation for the 2019-2020 or 2020-2021 school years, Central Nine retains the right, but not the obligation, to increase the annual salary of the Director for the next school year. Any adjustment in salary made during the life of this Addendum shall be in the form of an amendment and shall become part of this Addendum. Such amendment shall not be considered that the parties have entered into a new contract or extended the expiration of the current contract. The Director shall be evaluated annually by the Central Nine governing board consistent with Indiana law and the Central Nine's policies.

6. Benefits. Central Nine shall contribute annually in a lump sum to a participating tax deferred annuity program (VALIC) in the amount of \$3,000.00. Central Nine shall also contribute an amount equal to: (a) 1% of the Director's annual salary to VEBA plan, (b) a match of the Director's contributions up to 2% of the Director's annual salary to a qualifying 403(b) plan and (c) 3% of the Director's annual salary to the Indiana Teachers' Retirement benefit plus the employer contribution as established annually by the Indiana Public Retirement System. The Director shall also be eligible to receive all other benefits provided in the Master Contract with the teachers of Central Nine, including medical, dental and long term disability insurance, as well as a \$125,000.00 life insurance policy. The Director shall pay the sum of One Dollar (\$1.00) per year for each such benefit program.

7. Professional Development and Membership. Upon receipt of prior approval by the Board, the Director shall be permitted to attend reasonable and necessary professional meetings and conventions at the local and state level, said expenses to be paid for by Central Nine. In addition, Central Nine shall pay Director's membership dues for the following organizations: Indiana Association of Public School Superintendents, Indiana Association for Career and Technical Education, Association for Career and Technical Education (local, state and national). The Director may request leave from the Board to join such other professional associations as the Director deems to be in the best interests of Central Nine. The Director may attend up to one national conference/convention per year to be approved by the Board.

8. Confidentiality. The Director shall not disclose or divulge to anyone, unless authorized by the Board, any information deemed confidential by the Board, which shall include but not be limited to all discussions and communications between the Board and the Director. Violations of this provision shall be deemed a material breach of this Addendum and shall be considered cause under Indiana law, subjecting the Director to discipline up to and including discharge from employment.

9. Medical Examination. It is expected that the Director shall be of sufficient mental and physical health to maintain the rigors of the position of Director. In the event that a physical examination reveals that the Director is not in sufficient health to continue in the duties of Director, it is the obligation of the Director to present these findings to the Board. This information shall be filed with the clerk or secretary of the Board and shall be treated as confidential information. The Board may require and pay for a comprehensive medical examination of the Director.

10. Indemnification. The Board shall defend, hold harmless, and indemnify Director from any and all demands, claims, suits, actions, or legal proceedings brought against the Director, either in the Director's official capacity as agent or employee of the Board or in the Director's individual capacity, provided the incident arose while the Director was acting within the scope of the Director's 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 Director, 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, except for any unauthorized action, choice, decision, or omission, which serves as the basis for a criminal charge filed by the county prosecutor or federal district attorney. This provision shall require the Board to pay all legal fees, court costs, and any and all other litigation costs directly, or to reimburse the Director for any such fees, costs, or expenses necessary to defend the Director from any and all such demands, claims, lawsuit, actions or legal proceedings brought against the Director for actions, choices, decisions, or omissions made while an employee of the school corporation unless the Director was clearly acting outside the scope of the Director's employment as defined above. This indemnification provision shall continue after severance or termination of the employment relationship, for acts occurring during the employment relationship.

11. Termination. Nothing in this Addendum is intended to or shall preclude the cancellation of this Addendum or the Director's contract by mutual agreement of the parties. In the event the Director wishes to unilaterally terminate this Addendum and the Director's contract, the terms of such release shall be mutually agreed upon in writing by the parties. Director shall provide a minimum of six (6) months' written notice of an intention to terminate this Addendum and the Director's contract with the failure to do so constituting a material breach.

12. Miscellaneous. This Addendum shall be governed by the laws of the State of Indiana. If any specific clause or provision hereof is determined to be illegal, invalid or unenforceable, such provision shall be revised pursuant to the "blue pen doctrine" in the minimal amount necessary to render said clause or provision enforceable. The invalidity or unenforceability of any specific clause or provision shall not render the remainder of the Addendum which shall remain in full force and affect.

The Director and the Board, through duly authorized representation, enter into this Addendum.

Central Nine Career Center

William Kovach

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Signature

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Signature

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Printed Name and Title

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Printed Name

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Date

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Date