

ADDENDUM TO SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS ADDENDUM to the regular teacher's employment contract, is made this 4th day of April, 2017, between **NORTHERN WELLS COMMUNITY SCHOOLS**, an Indiana public school corporation (hereafter School), acting by and through its School Board of Trustees, and **SCOTT A. MILLS** (hereafter Superintendent).

WITNESSETH:

WHEREAS, School currently employs Superintendent and both School and Superintendent desire to extend the term and modify certain conditions of Superintendent's employment; and

WHEREAS, Indiana statute dictates that the basic form of such employment contract be incorporated in a regular teacher's contract; and,

WHEREAS, the parties hereto desire to supplement the terms and conditions of such regular teacher's contract;

NOW THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the parties mutually agree to this Addendum which they intend to be incorporated by reference in said regular teacher's contract, to wit:

1. **Term.** The employment contract (hereafter Contract) is hereby extended to June 30, 2022, and commencing July 1, 2022, on an annual basis every July 1, thereafter during the term of this Contract unless extended, modified, or terminated in accordance with the provisions of Ind. Code 20-28-8-7.
2. **Salary.** Commencing July 1, 2017, the Superintendent's salary shall be One Hundred Thirty-Eight Thousand Seven Hundred Fifty Dollars (\$138,750.00). Prior to July 1, 2018, and annually thereafter, the School Board shall conduct performance evaluations of the Superintendent pursuant to Ind. Code 20-28-

11.5. In the event the Superintendent's annual evaluation results in a performance rating of either Effective or Highly Effective, the Superintendent salary shall be increased for the subsequent year as set forth below :

- a. 2018-2019: from the initial salary to One Hundred Forty-One Thousand Five Hundred Dollars (\$141,500.00);
- b. 2019-2020: From the previous salary to One Hundred Forty-Three Thousand Dollars (\$143,00.00);
- c. Subsequent to July 1, 2020, the Superintendent's salary shall remain One Hundred Forty-Three Thousand Dollars (\$143,00.00), unless the parties to this contract make adjustments by mutual agreement pursuant to Ind. Code 20-28-8-6(3), or terminate the contract pursuant to the dictates of Ind. Code 20-28-8-7(3).

3. **Minimum Work Expectations.** The minimum number of days during which Superintendent shall devote his time and energy on behalf of School each year shall be two hundred and forty (240) days. Within said period of time, Superintendent shall have ten (10) paid holidays, being two (2) days at New Years, Memorial Day, July 4th, Labor Day, two (2) days at Thanksgiving, two (2) days at Christmas, and one (1) floating day.

4. **Fringe Benefits.** School agrees to provide Superintendent the following fringe benefits:

- a. Life Insurance. School shall provide all but One Dollar (\$1.00) of the premium cost to insure Superintendent's life with term life insurance in the face amount of One Hundred Thousand

Dollars (\$100,000), through the group term life insurance coverage now provided by School for certain of its administrative employees.

- b. Tax Deferred Annuity. School will provide an additional Seven Thousand Dollar (\$7,000.00) contribution annually, commencing July 1, 2017 to purchase a retirement annuity for Superintendent, which contribution shall be treated as deferred compensation pursuant to School's current 401(a) Plan. Superintendent's ownership of said annuity shall be fully vested as of the date of this Agreement.
- c. Benefits as Provided in School's Administrators' Employee Handbook. Superintendent shall be entitled to the benefits set forth in and more particularly described in the School's Administrators' Employee Handbook, except that he may only participate in the school sponsored health insurance plan by paying the entire cost of such participation.

5. Reimbursement of Expenses.

- a. School shall reimburse Superintendent for business expense allowed by the State Board of Accounts, and use of the School's credit card for expenses approved by the School.
- b. School shall reimburse Superintendent for expenses to attend at least one (1) national convention / institute annually, or to attend a professional training experience such as those sponsored by AASA, NSBA or other recognized organization. Reimbursable expenses include registration fees, room, board, and mileage or airfare and car rental. A professional training experience such as those sponsored by AASA, NSBA or another

recognized organization, which training may be substituted for a National convention.

- c. School will reimburse Superintendent for business use of his personal vehicle at the rate approved by the IRS at the time of use.

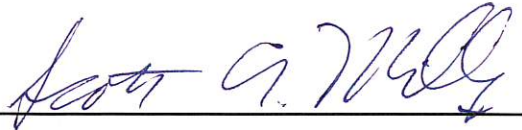
6. **Miscellaneous.**

- a. Professional Organizations. School will maintain institutional memberships in IAPSS and AASA, designating Superintendent as its representative.
- b. School will provide Superintendent with a laptop computer as well as a "smart phone" cellular telephone.
Superintendent agrees to make the telephone number accessible to School staff and employees and School Board members.
- c. Indemnification. With the exception of any willful or intentional act or omission in dereliction of school board policy or directive, School shall hold harmless, defend and indemnify Superintendent from any action or claim, loss, or judgment, including reasonably necessary attorney fees expended and costs incurred in defense of any such claim or action arising from his performance of any duty within the scope of his employment at any time during the term of this Contract. This indemnification provision shall survive the termination of this Contract.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on the date first written above.

NORTHERN WELLS COMMUNITY
SCHOOLS

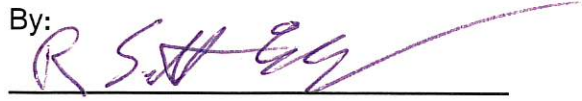
By:



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Scott A. Mills, SUPERINTENDENT

By:



A handwritten signature in blue ink, appearing to read "R. Scott Elzey", is written over a horizontal line.

R. Scott Elzey, President

By: Donna M. Spear

Donna Spear, Vice President

By: Angie Topp

Angie Topp, Secretary

By: _____

Gene Donaghy, Member

By: Peggy Eschenbacher

Peggy Eschenbacher, Member

SCHOOL BOARD OF TRUSTEES