

**ANDERSON COMMUNITY SCHOOL CORPORATION
ADDENDUM TO THE
SUPERINTENDENT OF SCHOOLS BASIC CONTRACT**

The Board of School Trustees of the Anderson Community School Corporation ("Board of School Trustees") and Timothy W. Smith, Superintendent of Schools ("Superintendent"), based on the mutual interest of the Anderson Community School Corporation ("School Corporation") and of the Superintendent, to more completely and precisely define the employment relationship of Timothy W. Smith with the School Corporation, the Board of School Trustees, and the Superintendent agree to this Superintendent of Schools Basic Contract Addendum which supplements The Superintendent of Schools Basic Contract set forth on the Teacher Regular Contract Form and which provides as follows:

1. The term of agreement will be July 1, 2018 and expiring June 30, 2021, except for those provisions which have vested benefits which are to continue.
2. The School Corporation agrees to pay and/or credit the Superintendent a base salary equal to the sum of the following:
 - a) The School Corporation shall pay the Superintendent an annual compensation of the following:
 - i) Effective July 1, 2018, the annual base salary will be One Hundred Forty-five Thousand Dollars (\$145,000.00);
 - ii) Effective July 1, 2019, the annual base salary will be One Hundred Fifty Thousand Dollars (\$150,000.00); and
 - iii) Effective July 1, 2020, the annual base salary will be One Hundred Fifty-five Thousand Dollars (\$155,000.00).
 - b) The School Corporation shall pay the Superintendent One Thousand Dollars (\$1,000.00) per month for personal and business travel rather than providing an automobile as with some past Superintendents of Schools.

The total of the foregoing amounts and the amounts set forth in paragraph 3 and paragraph 8 are together in the aggregate intended to represent the Superintendent's basic salary as defined by I.C. 5-10.2-4-3, and such amounts shall be used to determine the average annual compensation defined in I.C. 5-10.2-4-3 and reported to the Indiana Public Retirement System ("INPRS").

3. a) The Superintendent, as well as the Superintendent's spouse and other qualified dependents, if any, may participate in the School Corporation's group medical, dental, and vision insurance plan(s) maintained from time to time by the School Corporation, but otherwise subject to the eligibility requirements of such plans.

If the Superintendent enrolls in the insurance plan(s) as defined in the above paragraph, then the School Corporation shall credit or pay the Superintendent an amount equal to the same amount it, the School Corporation, contributes toward the health insurance program(s) (medical, dental, and vision) as the School Corporation pays on behalf of other administrators or teachers which the Superintendent may, but need not, elect to contribute to the School Corporation's Section 125 Flexible Spending Plan in order to pay for the premiums of the School Corporation's group medical, dental, and vision insurance programs. This cost will reflect the current premiums in effect each month.

- b) Additionally, at the end of this contract, or earlier if there is employment separation before that date, the Superintendent as well as the Superintendent's spouse and other qualified dependents (assuming such dependents are eligible for coverage pursuant to the plan) immediately have the right to participate in the School Corporation's group medical plan post-employment until such time eligibility for Medicare occurs. The Superintendent and/or the Superintendent's spouse will pay the insurance premiums post-employment.
4. All terms and conditions set forth in the Administrative Fringe Benefits Book ("Administrative Book") are applicable to the employment of the Superintendent of Schools and that Administrative Fringe Benefit Book is incorporated into this Addendum except for those specific provisions of the Administrative Book which are in conflict with the specific provisions of this Addendum and in such a case the specific provisions of this Addendum shall prevail. The Administrative Book which was in effect when this Addendum was approved by the Board will be a guaranteed minimum for the duration of this Addendum and incorporated here into.
 5. The employer shall pay on behalf of the employee, the employee's obligation to the Indiana Public Retirement System ("INPRS") fund.

6. The employee shall be granted thirteen (13) days of paid sick leave annually and four (4) days of paid personal leave annually. After the use of the fourth (4th) personal business leave day in any one school year, that absence will be deducted from sick leave. Unused sick leave days and personal leave days may accumulate in the same manner as provided for all certified employees.
7. The Superintendent shall receive term life insurance equal to four (4) times the Superintendent's annual base salary as defined in Paragraph 2(a) of this Addendum.
8. The School Corporation shall credit or pay the Superintendent with an additional amount equal to Five Thousand Dollars (\$5,000.00), which the Superintendent may, but need not, elect to be contributed to an Internal Revenue Code Section 457 plan for each calendar year of employment for the Superintendent for each calendar year of employment starting on 2019.
9. The School Corporation's annual contribution to the (1) 401(a) plan and the contributions to the VEBA (501(c)(9)) shall be fully vested after the fifth year of the Superintendent's first employment as an employee with the School Corporation.
10. The employee shall have access to a corporation credit card for the use of Corporation Business. The Superintendent may also submit business expenses by claim. The use of this card will be logged and reviewed for approval by the Corporation Business Manager and be reported to the Board of Education upon request.
11. All of the terms and statutory provisions in effect at the time of the signing of the contract, commonly known as the Indiana Teachers' Retirement System ("INPRS"), shall be in full force and effect with respect to said employer and said employee and shall be construed as part of this Contract.

If after opportunity for hearing with the benefit of legal counsel, the Superintendent shall be held by the employer to be guilty of incompetence, immorality, insubordination or other offense recognized according to law as just cause for cancellation of contract of a permanent status teacher, the Superintendent shall be deemed to be dismissed and shall thereafter hold no claim for further compensation. That dismissal decision is subject to appeal pursuant to state law.

An Indiana Superintendent's license is a precondition to the present contract and if the Superintendent does not hold such a license or the Indiana Department of Education (Professional Standards Board) revokes

the Superintendent's license, Superintendent will be deemed to be incompetent pursuant to the above paragraph and shall be subject to dismissal as above described. The phrase "Superintendent's license" shall be interpreted for this contract to include any statutorily approved process by which the Indiana Department of Education approves an individual to be authorized to serve as the Superintendent of Schools of an Indiana Public School District.

The parties further agree hereto that all laws governing the employment and termination of superintendents shall be construed to be a part of this contract.

The employee shall be subject to written annual evaluations by the Board of School Trustees.

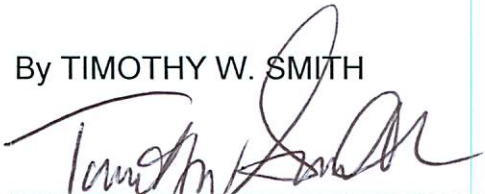
This Superintendent of Schools Basic Contract Addendum agreed upon and entered into this 8th day of MAY, 2018.

SUPERINTENDENT OF SCHOOLS

THE BOARD OF SCHOOL
TRUSTEES OF THE ANDERSON
COMMUNITY SCHOOL
CORPORATION

By TIMOTHY W. SMITH

By its President and Secretary



(Signature of Superintendent)



Dr. Patrick Hill, Board President



Ms. Holly Renz, Board Secretary