

**SUPERINTENDENT’S ADDENDUM
TO REGULAR TEACHER CONTRACT**

This Addendum to a Regular Teacher Contract (jointly the “Agreement”) is executed by the Board of School Trustees (“Board”) of Lebanon Community School Corporation (“LCSC”) and Dr. Jon A. Milleman (“Milleman”) on the date(s) set forth below and is effective to July 1, 2020.

Recitals

A. The Board desires Milleman continue to serve as LCSC Superintendent, and Milleman desires to continue position;

B. The Board and Milleman are executing this Agreement to confirm in writing their employment terms in accordance with Ind. Code § 20-28-8-6, such terms to include, supplement, and modify, where applicable, the Regular Teacher Contract entered into and executed by LCSC and Milleman, as prescribed by Ind. Code § 20-28-8-6(a)(1).

NOW THEREFORE, in consideration of the recitals set forth above, and the terms set forth below as mutual promises, it is agreed as follows:

ARTICLE I – EMPLOYMENT AND TERM

Section 1.01. Employment Term. LCSC shall employ Milleman as its Superintendent from July 1, 2020 (“Effective Date”), until June 30, 2023 (“Expiration Date”), or until such earlier time as the Employment Term is terminated, as provided in Section 1.04 of this Agreement (the “Employment Term”). Unless otherwise required by text or context, for purposes of this Agreement a contract year shall begin July 1st of a year and end on June 30th of the following year.

Section 1.02. Automatic Extension. The term of this Agreement shall be automatically extended by one year on July 1, 2021, and then again, each successive July 1st thereafter unless a party gives the other written notice on or before the preceding February 1st that the party does not agree to this automatic extension. This shall result in a continuous three-year term unless one party provides timely, contrary written notice to the other.

Section 1.03. Work Days Per Year. Each contract year requires two hundred sixty (260) working days, including the vacation and other paid leave days referenced in Section 5.04 below.

Section 1.04. Termination of Agreement.

- (a) Early Termination by Mutual Consent. The parties may terminate this Agreement at any time if the Board and Milleman mutually agree in writing to such termination.
- (b) Early Termination by LCSC for Cause. Prior to the Termination Date, and notwithstanding Milleman's tenure or permanency status at the time, the Board may terminate this Agreement for one or more of the grounds set forth in Ind. Code §§ 20-28-7.5. In that event Milleman's status as a teacher will also be terminated for the same reason(s).
- (c) Termination by LCSC on Expiration. LCSC may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-7(3).
- (d) Termination by Milleman on Expiration. Milleman may terminate this Agreement on the Expiration Date as provided in Ind. Code § 20-28-8-7(4).
- (e) Early Termination for Death, Disability, or Loss of License. This Agreement shall terminate without action of the parties upon the occurrence of Milleman's

(1) death, (2) disability as defined in the LCSC disability insurance policy as applicable to Milleman, or (3) the revocation, expiration, or loss of the license required by Section 1.05 below. Any accrued obligation or vested benefits earned by Milleman prior to a triggering event under this subsection shall survive termination.

- (f) Early Termination by LCSC Without Cause. At any time during the Employment Term the Board may give Milleman at least thirty (30) days advance written notice that it is considering terminating this Agreement absent a statutory ground for cancellation. Should the Board initiate this process, it shall afford Milleman the opportunity for a private conference with the Board in executive session. The purpose of a private conference, if requested by Milleman, will be to provide Milleman the opportunity to present information and reasons why termination is unwarranted and an opportunity for the Board to determine whether or not the termination is in LCSC's best interests. Following the private conference, unless the Board determines to not terminate the Agreement, the Board will afford Milleman an opportunity to resign. If Milleman elects to not resign, the Board may cancel the Agreement, without statutory grounds or other cause, upon the majority vote of the Board taken at a public meeting. After carrying out this no-fault cancellation procedure, whether pursuant to Milleman's resignation hereunder or Board cancellation vote, the Board shall pay Milleman a severance amount equal to the total of his annual base salary, automobile and cell phone allowances, and annual deferred compensation contribution then in effect in accordance with Indiana Code § 20-28-8-6(b)(2) in full settlement and

satisfaction of any further compensation due Milleman.

Section 1.05. Superintendent's License. At all times during the Employment Term, Milleman shall hold a valid license or certificate required by the Division of Professional Standards of the Indiana Department of Education to serve as Superintendent of an Indiana public school corporation.

ARTICLE II - DUTIES, EXTENT OF SERVICE, AND RELATIONSHIP

Section 2.01. Duties. During the Employment Term, Milleman shall have such duties as are prescribed by law or are assigned by LCSC policy or by the Board. The division of responsibilities between an Indiana public school board and its superintendent as outlined in the Code of Board Member Ethics of the Indiana School Boards Association shall guide but not unduly limit the Board in defining the parties' respective roles in the governance of LCSC.

Section 2.02. Participation in Professional and Community Organizations. The Board expects Milleman to participate in appropriate educational and community meetings and activities. The Board shall authorize a reasonable amount of release time and expense reimbursement, within the limitations of the LCSC budget and appropriations, for the purpose of permitting attendance at and participation in activities of the kind deemed necessary to support and be engaged in the community.

Section 2.03. Evaluation of Superintendent. At least once each year the Board will evaluate in writing the performance of the Superintendent in such form and manner as determined by the Board in accordance with Indiana law.

ARTICLE III – COMPENSATION

Section 3.01. Base Salary. As payment for all services which Milleman renders pursuant to this Agreement, LCSC shall pay him a base salary of One Hundred Forty-Eight Thousand Six Hundred Twenty-Five Dollars (\$148,625.00) for each contract year of this Agreement (“Base Salary”). The Base Salary shall be paid in twenty-six equal installments in accord with LCSC practice. The Board may increase but shall not decrease the Base Salary during the Employment Term.

If Milleman receives a rating of effective or highly effective on the Board’s evaluation, Milleman’s salary will automatically increase effective July 1st of each contract year by an amount equal to the average percentage increase, if any, granted by the Board to LCSC’s three highest paid administrative employees other than the Superintendent. (If the increase is a flat amount rather than a percentage, then Milleman will receive the average of the flat amount granted to the three highest paid administrative employees other than the Superintendent.) Increases in Base Salary, if any, shall be retroactive to the beginning of the contract year for which the increase is applicable. Milleman’s evaluation and increase in compensation shall be based on his performance as Superintendent and demonstrated achievement in areas such as, but not limited to, fiscal accountability, operational maintenance of LCSC physical assets, management of personnel, and the quality of primary and secondary education provided to LCSC students.

The Board’s approval of any adjustment in Base Salary under this section shall constitute an amendment to this Agreement but not an extension of the Expiration Date of this Agreement unless expressly so provides.

Section 3.02. ISTRF Contributions. In addition to the other compensation due Milleman under this Agreement, LCSC shall make both the employer and employee's contribution on his behalf to the Indiana State Teachers' Retirement Fund ("ISTRF").

Section 3.03. Retirement; Deferred Compensation. In addition to the other compensation and benefits provided to the Milleman under this Agreement, near the mid-point of each contract year LCSC shall contribute the sum of Twenty Thousand Dollars (\$20,000) in tax-deferred contributions to one or more retirement or deferred compensation plans. The annual payment under this section shall automatically increase by the sum of One Thousand Dollars (\$1,000) for each year of the Agreement including all automatic extension years as described in Section 1.02.

Milleman may elect to make voluntary contributions ("elective deferrals") to his retirement or deferred compensation plans to the maximum extent allowed by law. If not already established, Milleman and LCSC shall cooperate in completing the necessary forms to establish the plan and arranging for elective deferral payments to be made.

ARTICLE IV - BUSINESS EXPENSES

Section 4.01. Business Expenses. From time to time Milleman may advance or incur business expenses in the performance of his duties, including but not limited to meals, entertainment, travel outside the district and similar expenses. LCSC shall reimburse Milleman for such expenses, provided they are reasonable and necessary, with records of such expenses to be timely submitted to the Board in an acceptable form and manner, so long as reimbursement is not prohibited by law and is subject to LCSC budget and appropriations for that purpose.

Section 4.02. Technology Support. Milleman shall own and utilize a smart phone

for his personal and business use, and LCSC shall reimburse him the sum of Seventy-Five Dollars (\$75) per month for its cost. LCSC will also provide other technology hardware and software for Milleman to support his professional and contractual obligations. This support will include but not be limited to office desktop, laptop, business software, and technology support services.

Section 4.03. Additional Compensation - Automobile Allowance. LCSC shall also pay Milleman the sum of Five Hundred Dollars (\$500) per month during the term of this Agreement for the use of his private motor vehicle in traveling within LCSC boundaries in the performance of his duties. Milleman need not account for his personal or business intra-corporation miles. In addition, Milleman may submit mileage reimbursement claims for mileage driven outside of LCSC boundaries in the performance of his duties. This reimbursement is subject to LCSC process as to timeliness and supporting documentation.

ARTICLE V - OTHER EMPLOYEE BENEFITS

Section 5.01. Life Insurance. During the Employment Term, LCSC shall provide Milleman with, and pay the entire premium cost of, a term life insurance policy on his life with a death benefit of One Hundred Seventy-Five Thousand Dollars (\$175,000). Milleman shall cooperate with the insurer's requirements for the issuance and maintenance of the policy. If Milleman remains employed by LCSC through June 30, 2022, at his election upon the termination of his employment, the policy shall be transferred to his ownership subject to him being responsible for payment of the future premiums thereon.

Section 5.02. Health, Dental, Vision, and Disability Insurance Plan. In accordance with LCSC policy and at LCSC's expense, except for One Dollar (\$1) to be paid by the administrator, Milleman may participate in the group health and long-term disability insurance program provided for all LCSC administrators.

Section 5.03. Professional Development and Conference Attendance. In pursuing professional development consistent his contractual obligations and professional performance expectations, Milleman may participate in professional development opportunities that he deems are in his and LCSC's best interests. Subject to Board approval and so long as they do not interfere with the fulfillment of his responsibilities as Superintendent, Milleman may participate or undertake governance positions in state, regional, or national professional organizations. Reimbursements for expenses and fees will be in accordance with LCSC guidelines.

Section 5.04. Paid Leave Days. In addition to all recognized state and federal holidays, Milleman shall be entitled to fourteen (14) paid miscellaneous leave days and twenty (20) paid vacation days per contract year to be used at his discretion. In addition, Milleman may also have up to five (5) consecutive days per year of bereavement leave arising from the death of a spouse, child, parent, grandparent, grandchild, sibling, parent-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandparent of spouse, or a person living in the Milleman family home.

Section 5.05. Transfer of Milleman's Earned Leave Days. Milleman may transfer to LCSC over a three-year period up to sixty (60) of his accumulated sick leave days from his prior school employment. Twenty-five (25) of those days may be transferred in the first year of the Agreement, twenty-five (25) additional days during the second year, and the

final ten (10) days transferred during the third year. Unused days may be cashed-in or paid to Milleman's retirement account at a rate of \$100 per day in accordance with LCSC practice as to maximum number.

Section 5.06. Conversion of Unused Miscellaneous Leave and Vacation Days. Each year, LCSC shall convert any unused, accumulated miscellaneous leave days over sixty (60) days and up to ten (10) vacation days by cashing-out or transfer into Milleman's retirement plan at a daily rate of One Hundred Dollars (\$100). Paid vacation days may be accrued to a maximum of thirty (30) days. All unused paid vacation days in excess of the allowable maximum will be added to the accumulated miscellaneous leave balance.

Section 5.07. VEBA. LCSC has established a Voluntary Employees' Beneficiary Account (VEBA) trust account for the benefit of Milleman and others. LCSC will deposit annually into that VEBA trust account an amount determined by taking Milleman's years of public education service times Two Hundred (\$200). Milleman must complete the length of his initial three-year contractual agreement with LCSC and be of a minimum of fifty-five (55) to access the funds in the VEBA account. Milleman shall be entitled to continue in the LCSCs group health plan at his current level of coverage at the time of retirement. This entitlement ends when Milleman becomes eligible for Medicare coverage. If Milleman continues with full family coverage in retirement, then dies post retirement with such coverage, his spouse may elect to continue coverage with authorization to use the VEBA account until the spouse is eligible for Medicare coverage, or Milleman would have qualified for Medicare coverage, whichever date comes earlier.

Section 5.08. Five Years' Service Benefit. Upon completion of five (5) years of service to LCSC, LCSC will add to Milleman's annual salary the cost of the annual medical, health

savings contribution, dental, and vision premium that the administrator is enrolled, (Section 5.08) and the LCSC contributions to deferred compensation described in Sections 3.03 and 5.06. This dollar amount will be based upon the premiums in effect at the time the next administrative contract is issued beginning on July 1st. Milleman will then be personally responsible for payment of the premiums for medical, dental, and vision and health savings contribution.

Section 5.09. Entitlement to Benefits Provided Other Administrators. Milleman shall also receive any other benefits established by the Board for all LCSC administrative employees. To the extent the benefits for other administrative employees duplicate the benefits provided pursuant to this Agreement, the benefit provided by this Agreement shall be the benefit provided to the Superintendent.

ARTICLE VI – NOTICES

Any notice given pursuant to any provision of this Agreement shall be in writing and placed in the United States first class mail, certified, return receipt requested, addressed to the appropriate party, at the following addresses:

To LCSC: President, Board of School Trustees
Lebanon Community Schools
1810 North Grant Street
Lebanon, Indiana 46052

and

To Milleman: Dr. Jon A. Milleman

Either party may, by giving written notice to the other party, change the address to which notice shall thereafter be sent.

ARTICLE VII – INDEMNITY

LCSC shall defend, hold harmless, and indemnify Milleman from any and all demands, claims, suits, actions or legal proceedings brought against him, either in his official capacity as an agent or employee of LCSC or in his individual capacity, provided the incident arose while he was acting within the scope of his employment with LCSC. All actions, choices and decisions made, which are customarily and usually considered within the authority and responsibility of an Indiana public school superintendent, 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. This indemnification provision shall survive the termination of this Agreement.

ARTICLE VIII - ENTIRE AGREEMENT; AMENDMENT

This Agreement constitutes the entire agreement between the parties and cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by the Board and Milleman. This Agreement replaces and supersedes all prior negotiations, understandings or agreements between the parties.

ARTICLE IX - REGULAR TEACHER CONTRACT

Except for those provisions which are not applicable to persons employed as a Superintendent and except as modified in this Agreement, the parties hereby incorporate by reference into this Agreement all provisions of the Regular Teacher Contract, as executed by the Board and Milleman on the official form prescribed by the State Superintendent of Public Instruction for each school year, setting forth the salary and schedule of installment

payments for Milleman for that school year. The Regular Teacher Contract for any school year may be revised from time to time as to the amount and manner of salary payments, consistent with the provisions of this Agreement. Any such amendments shall be evidenced by execution of a revised Regular Teacher Contract for the appropriate school year.

ARTICLE X - GOVERNING LAW

The terms of this Agreement shall be interpreted according to Indiana law.

ARTICLE XI - CONTRACT AS A PUBLIC RECORD

This Agreement is a public record under Indiana law, Ind. Code §§ 5-14-3, and Ind. Code § 20-28-6-2(d), pertaining to teacher contracts generally.

IN WITNESS WHEREOF, LCSC by its Board of School Trustees and Milleman have executed this Agreement on the date(s) set forth below.

LCSC Board of School Trustees

Dr. Jon A. Milleman, Superintendent

_____ Date

_____ Date