

ADDENDUM TO TEACHER’S CONTRACT
Superintendent Contract

THIS ADDENDUM TO TEACHER’S CONTRACT (“Addendum”) is attached to and made a part of the regular Teacher’s Contract (“Contract”) entered into by and between the Metropolitan School District of Warren Township, Marion County, Indiana, hereinafter called “Employer” and Timothy Edward Hanson, hereinafter called “Superintendent.”

Whereas, Employer desires to employ Superintendent; and

Whereas, Superintendent is willing to accept such employment.

Now, therefore, in consideration of the mutual covenants contained herein, Employer and Superintendent agree as follows:

1. Employment of Superintendent; Term of Employment

Employer agrees to employ the Superintendent and the Superintendent agrees to be employed by the Employer as a superintendent for a period beginning January 1, 2024 and through June 30, 2027 (“Contract Term”).

Unless either party notifies the other party in writing by May 31, 2027, this Addendum shall be automatically extended one year to June 30, 2028. Pursuant to Indiana law, this Addendum, through June 30, 2028, may be extended each May 31, for an additional year unless the Superintendent or the Employer notifies the other party to the contrary. The parties agree the one year automatic extensions beginning May 31, 2027 to June 30, 2028 are valid under Indiana law up to five (5) years. This equates to a contract extension that could run through June 30, 2032.

Additionally, Superintendent is obligated to provide written notice to the Employer’s Board of School Trustees (“Board”) of this automatic extension provision by May 1 of each calendar year starting May 1, 2026.

2. Duties of the Superintendent

The Superintendent represents and warrants that Superintendent possesses the necessary expertise and experience to perform all duties and fulfill all obligations of a superintendent. In consideration of the obligations and commitments of the parties, the Superintendent agrees to completely and faithfully serve the Employer as a superintendent during the term of this Addendum, doing and performing the duties generally recognized as being the normal functions of a public school superintendent in the State of Indiana and as enumerated in Board Policy. The Superintendent agrees to perform at a professional level of competency as required by this Addendum, law, and the policies of the Board. The Superintendent shall execute all duties and responsibilities as established by the Employer.

Superintendent represents and warrants that Superintendent holds a valid

Indiana superintendent's license. Superintendent shall maintain said license in good standing throughout the term of this Contract. Should said license be revoked, suspended or become invalid, this Contract shall automatically be terminated without any requirement of further notice or hearing.

The parties to this Addendum further agree that the duties performed by the Superintendent pursuant to this Addendum are unique to this position for the Employer and the Superintendent will therefore not be transferred or reassigned by the Employer to another position without the Superintendent's written consent which shall not be unreasonably delayed or withheld.

The Superintendent agrees at all times while employed pursuant to this Addendum to fully meet the minimum qualifications for the position of a superintendent as required by law. The Superintendent shall execute the responsibilities of the position of superintendent by following and applying at all times the highest professional and ethical guidelines and standards.

The Superintendent is generally expected to devote full attention to the duties with the Employer, but the Superintendent may undertake consulting work, speaking engagements, writing, lecturing or other professional duties and obligations provided that such activities do not interfere or conflict with meeting the responsibilities as a superintendent. The Superintendent shall notify the Board or its designee prior to the performance of these activities that involve attention during Employer's normal working hours. The Superintendent shall provide notice to the Board of all other such activities preventing full attention to the duties of superintendent. If outside activities take place during normal working hours, Superintendent may keep the compensation for such activities provided the Superintendent is using a vacation or personal leave day; otherwise, any amounts earned shall be assigned to and transferred to Employer.

3. Salary and Benefits

So long as and while Employer employs Superintendent as a superintendent:

(a) Employer will pay to Superintendent or contribute on the Superintendent's behalf:

(i) Salary

Beginning January 1, 2024, an annual salary of Two Hundred Twenty Five Thousand Dollars (\$225,000.00) through June 30, 2024. If Superintendent receives a rating of effective or highly effective on the Board's evaluation, Superintendent's salary will automatically increase effective July 1, 2024 and annually thereafter by an amount equal to the average percentage increase, if any, granted by the Board to the Employer's administrative employees other than the Superintendent. If the rating system for the Superintendent's evaluation changes due to changes in law then parties will renegotiate the process for determining salary increases. This annual salary shall be paid to the Superintendent on an equal installment basis during each year of such employment, the installment

payment dates to be commensurate with the payroll dates applicable to other administrative employees of the Employer.

(ii) Plan Contributions

In each school year of employment, the Superintendent shall be eligible to participate in and Employer shall make annual contributions into the existing 401(a) and 403(b) retirement plans according to the percentages made on behalf of other administrative employees.

In addition, Employer shall make an additional annual contribution of 5% of Superintendent's annual salary into the 403(b) retirement plan. Employer shall also make an employer contribution into the VEBA/HRA account of 0.5% of the Superintendent's annual salary.

Annual contribution of \$20,000 into a 457 (b).

One time payments into a 403(b) of \$12,000 by December 31, 2023 and a one time 403(b) contribution of \$12,000 by January 31, 2024.

(iii) ISTRF Employee Contribution

Superintendent will be entitled to participate in the Indiana State Teacher's Retirement Fund ("ISTRF") plan and the Employer will make the mandatory contribution to the ISTRF which is currently 3% of gross wages.

All payments to the Superintendent coming within the definition of "annual compensation" as defined in Ind. Code 5-10.2-4-3(d) as of the Effective Date shall be included in the Superintendent's compensation reported to the ISTRF.

(iv) Business and Professional Expenses

Any appropriate, reasonable business and professional expenses incurred on behalf of the Employer. Appropriate expenses shall include the cost of membership and participation in professional associations of school leaders, community organizations, and travel, meal, and accommodation expenses related to the Superintendent's attendance at preapproved conferences and activities.

(v) Health Examination

For any uninsured cost of an annual, routine medical-physical examination by a licensed physician. Results of the examination and personal health information ("PHI") shall not be given to the Board, but the Board may, upon a reasonable belief, based on objective evidence that the Superintendent will be unable to perform essential job functions or will pose a direct threat because of a medical condition, request a statement from the examining

physician stating whether the Superintendent is physically and mentally fit to perform the duties of the position.

(b) Employer will pay for and provide on Superintendent's behalf:

(i) Basic Salary Allowance in lieu of Auto Allowance

Superintendent will monthly receive \$1,000.00 as additional salary in lieu of an auto allowance, travel expense, or mileage reimbursement.

(ii) Health/Medical Insurance

Superintendent is eligible to participate in Employer's group health insurance plan at the same level as other administrators.

Beginning January 1, 2026, only upon separation of employment, except upon separation for reasons under Section 1.02 (b) (1) , the Superintendent may elect to participate in the corporation health plan, to the full extent permitted by law. The Board will pay 88% of the annual premium for a family plan from the date of separation through the date he becomes eligible for Medicare as prescribed by 42 U.S.C. 1395 et seq, unless Superintendent becomes employed full-time with another employer who offers health insurance.

(iii) Technology

In addition to technology loaned to Superintendent by Employer, the Employer agrees to provide Superintendent with a monthly technology allowance of one hundred dollars (\$100.00).

(c) Superintendent shall be entitled to:

(i) Sick Leave

The Superintendent shall be entitled to the annual number of sick days provided to other full time administrative employees of the Employer. The Superintendent may use sick leave days and will be allowed to accumulate the same number of sick days as permitted under that sick leave plan by other administrative employees.

(ii) Other Leave

The Superintendent shall be entitled to an annual number of vacation and other leave days equivalent to the number granted to other full time administrative employees.

(iii) Disability Insurance

Disability insurance coverage shall be offered to Superintendent. The

eligibility and benefits offered under that coverage shall be based on the plan documents.

(iv) Other Administrative Benefits

Any other fringe benefit Employer makes available to other certified administrative employees, to teachers through the Master Contract (between the Employer and the exclusive representative), or other benefits to which teachers of public school corporations are entitled under Indiana law.

4. Defense and Indemnification for Acts in Performance of Duties

The Employer agrees to indemnify the Superintendent for any legal dispute arising out of the performance of the duties as a superintendent and to hold the Superintendent harmless for all claims, demands, and judgments arising out of these disputes to the fullest extent permitted by law. Employer shall not provide counsel to Superintendent in any dispute to which Superintendent and the Employer are adversaries or a conflict of interest arises.

5. Evaluation

The Board's evaluation of Superintendent shall be consistent with the Indiana law applied to the evaluation of a public school superintendent. The Board shall conduct an annual evaluation of Superintendent, not later than June 15 of each year this Addendum is in effect. The Board may, but is not required to, conduct an evaluation of Superintendent at an earlier time. Not later than January 31 of each year, the Board and Superintendent shall agree as to the written evaluation instrument and the procedures to be used to evaluate Superintendent.

6. Termination

This Addendum may be terminated at any time prior to the end of the Term for cause, and as permitted by applicable law of the State of Indiana. In addition to terminating this Contract for cause and as permitted under applicable laws, the parties agree that Superintendent's employment with Employer shall end when the Employer provides Superintendent with written notice that the Employer is ending the Superintendent's employment without a finding of cause, fault, or existence of a breach. If Employer provides this notice and the Superintendent's employment ends, Employer shall pay Superintendent an amount which may not be more than the lesser of: (A) the Superintendent's salary for any one (1) year; (B) two hundred fifty thousand dollars (\$250,000); or (C) an amount permitted by law. Payment shall be made within twenty-one (21) days of receiving from Superintendent a voluntary separation agreement with the terms contained in Exhibit A.

7. Miscellaneous

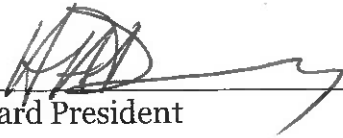
Superintendent shall be solely responsible for the payment of federal, state, and

local taxes on Superintendent's income and amounts received under any benefit plan. This Addendum along with the Contract constitute the entire agreement between the Superintendent and the Employer, supersedes any prior negotiations, agreements or representations, whether oral or written. Other than the benefit plan documents which Superintendent acknowledges and understands outline when benefits are payable under those plans, the terms of this Addendum control over any inconsistent terms found in policy or any other document provided that the conflicting term of this Addendum is consistent with the law. This Addendum may be amended or modified only by a written document signed by the parties and approved consistent with applicable law. This Addendum is governed by the laws of the State of Indiana. Superintendent shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. This Addendum shall be deemed drafted equally by the parties. If, during the term of this Addendum, any specific clause or provision thereof is determined to be illegal or in conflict with law, the illegal or conflicting provision shall be deemed void. The remainder of the Addendum shall not be affected and shall remain in full force and effect. The Employer will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law.

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This Addendum is executed in duplicate on the 20th day of December, 2023 to be effective January 1, 2024 and each party has a copy thereof.

**EMPLOYER BOARD
OF SCHOOL TRUSTEES**

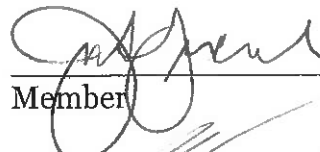

Board President

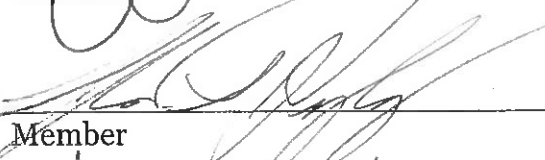

Superintendent

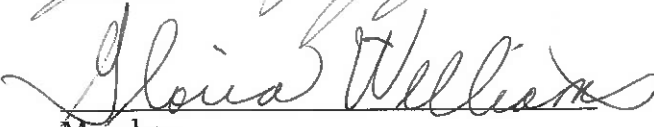

Board Vice President


Member


Member


Member


Member


Member