

**METROPOLITAN SCHOOL DISTRICT OF
WASHINGTON TOWNSHIP ADDENDUM TO
THE SUPERINTENDENT’S REGULAR TEACHER’S CONTRACT**

The Board of Education of the Metropolitan School District of Washington Township (“Board of Education”) and _____, Superintendent of Schools (“Superintendent”), based on the mutual interest of the Metropolitan School District of Washington Township (“School District”) and of the Superintendent, to more completely and precisely define the employment relationship of _____ with the School District, agree to this Addendum to Superintendent’s Regular Teacher’s Contract (“Addendum”) which provides as follows:

1. The School District agrees to employ _____ as the Superintendent of Schools for the term of this agreement from July 1, 2025, through June 30, 2028.

This Agreement shall be extended for one additional school year each July 1 if the Board does not provide written notice that the Board does not desire the automatic extension of this Agreement by the day before May 1. Notice from the Board President or counsel for the School District via email will satisfy notice requirements for these purposes.

The School District agrees to pay and/or credit the Superintendent a base salary equal to the sum of the following:

- a) The Superintendent shall be paid the salary base of Two Hundred Twenty Thousand Dollars and Zero Cents (\$220,000.00) for the annual period of July 1st through June 30th.
- b) Salary Raises and Stipend(s) for Years

Assuming the Superintendent meets the qualifying requirements of this subsection the Superintendent will, in the future, receive base salary increases which is the equivalent of the same percentage raise as those raises generally provided other Administrators but adjusted pro rata as needed. Additionally, any stipends provided other Administrators will also be provided to the Superintendent.

These future base salary increases and stipends are contingent upon the following qualifying requirements:

- 1) This raise will be effective only if the Superintendent was not evaluated as either “needs improvement” or “ineffective”.

- 2) The Superintendent has met the qualifying requirements of the Performance Based Compensation Model applicable to the Superintendent's position.
 - 3) Within 30 days of the Board establishing administrative raises for any one year the Superintendent may submit a written waiver of an increase to the Board for that year and in such a case this Addendum will provide that there will be no raise for that year.
 - 4) The Board provides written notice to the Superintendent that it will no longer agree to these future increases for the Superintendent or any increase in any one particular year on or before the date it approves administrative raises.
- c) The School District shall credit or pay the Superintendent the authorized maximum contribution limit, which the Superintendent may, but need not, elect to be contributed to a Section 457 Plan for each contract year of employment for the Superintendent.
 - d) The School District shall also credit or pay the Superintendent the authorized maximum contribution limit, which the Superintendent may, but need not, elect to be contributed to a Section 403(b) plan for each calendar year of employment for the Superintendent.
 - e) The School District will pay One Thousand Dollars (\$1,250.00) per month for vehicle and cell phone/IT allowance.

The total of the foregoing amounts is 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 State Teachers Retirement Fund for the Superintendent.

2. The Board of Education agrees to review:
 - a) the Superintendent's performance no less than annually;
 - b) the length of the Superintendent's Addendum on an annual basis;
 - c) the Superintendent's base salary and wage-related benefits annually.
3. The School District agrees to provide the Superintendent a term life insurance policy with a face value equal to \$250,000.

4. In addition to the annual VEBA contribution provided to cabinet administrators, the School District shall contribute Five Thousand Dollars (\$5,000.00) annually as an employer contribution to the School District's VEBA Plan with the following vesting:
 - a) Thirty-three and one-third percent (33 1/3%) if employed on July 1, 2026;
 - b) Sixty-six and two-thirds percent (66 2/3%) if employed on July 1, 2027;
 - c) One Hundred percent (100%) if employed on July 1, 2028.
5. The School District will contribute pay the Superintendent's three percent (3%) employee's share of retirement to the Indiana State Teachers' Retirement Fund for the period of time covered by the Addendum.
6. The School District shall annually contribute Twelve Thousand Dollars (\$12,000) into the Superintendent's 401(a) account as an employer contribution with the following vesting:
 - a) Thirty-three and one-third percent (33 1/3%) if employed on July 1, 2026;
 - b) Sixty-six and two-thirds percent (66 2/3%) if employed on July 1, 2027;
 - c) One Hundred percent (100%) if employed on July 1, 2028.
7. The Superintendent agrees to work 240 days in each twelve-month period between July 1 and June 30.
 - a) The School District agrees to provide the Superintendent twenty (20) non-work days in each twelve-month period between July 1 and June 30. Ten (10) of the non-work days must be used in the year they are received and do not carry over and/or accumulate;
 - b) The Superintendent may accumulate up to a maximum of thirty-five (35) days of unused non-work days. Payment for the accumulated unused non-work days will occur when the Superintendent leaves the School District;
 - c) This benefit entitlement is for an annual basis.
8. The School District agrees to provide the Superintendent twelve (12) sick leave days in each twelve-month period between July 1 and June 30. Sick leave days unused in one contract year may be accumulated and carried over to future years.

9. Additional fringe benefits will be provided to the Superintendent if the fringe benefit is a Board approved fringe benefit for the cabinet administrators and that benefit:
 1. is not in conflict with any language of this addendum; and
 2. the addendum provision setting for the fringe benefit states that it is in addition to the fringe benefit (or amount of the fringe benefit) provided to cabinet administrators.

Should the Superintendent elect to enroll in the School District health insurance plan, the School District will contribute all but \$1 towards the premiums of the Superintendent's plan.

10. The Superintendent is responsible for and shall perform those functions as specified in the job description for the position for which the Superintendent is hereby employed, as such may be amended from time to time by the Board of Education. The Superintendent shall be responsible to, and shall be subject to, the direct supervision and evaluation of the Board of Education. In addition, the Superintendent shall, during the term of this Addendum, hold and maintain such state licenses and certifications as may be applicable or required, and shall devote full working time to the performance of duties as Superintendent.
11. To aid the Superintendent in professional development and performing the functions of the position of Superintendent, the School District shall reimburse the Superintendent or approve direct payment for appropriate business and professional expenses. Appropriate expenses shall include the cost of membership and participation in a reasonable amount of State and National professional associations for educational administrators. In addition, the School District shall pay membership fees for any other organization where the Superintendent's participation is required by the Board. The Board shall also cover expenses related to the Superintendent's attendance at educational meetings and conferences subject to the prior approval of the Board.
12. The Superintendent and the Board of Education stipulate and agree that all clauses and provisions of this Addendum are distinct and severable, and the Superintendent and Board of Education understand, and it is their intent, that in the event this Addendum is ever held to be invalid or unenforceable (in whole or in part) as to any particular provision herein, all other provisions shall remain fully valid and enforceable.
13. Indemnification Clause.

To the extent permitted by Indiana law, the School District agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in Superintendent's individual capacity, or in Superintendent's official capacity as

agent and employee of the School District, provided the incident arose while Superintendent was acting within the scope of Superintendent's employment and excluding criminal litigation. This indemnification comes from the School District only and no individual board member is to be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions and legal proceedings.

The School District will provide liability insurance to support this duty of indemnification. Defense and indemnification of the Superintendent through one or more policies of insurance purchased by the Board shall constitute compliance with this Paragraph.

This Section 13 of this Addendum shall not require the Board to defend or indemnify the Superintendent in any criminal prosecution, in an action to revoke the Superintendent's license or permit from the Indiana Department of Education Division of Professional Standards, or in proceedings brought by the Board to cancel this Contract or pursue a breach of this Contract.

14. The parties agree that the three alternative termination provisions set forth in this provision shall be the sole and exclusive means of cancelling the Superintendent's Regular Teacher's Contract and the Addendum (collectively hereinafter referred to as the "Superintendent's Entire Contract") prior to their expiration date. Any of the following three alternatives (a, b, or c) may be utilized by the Board to cancel the Superintendent's Entire Contract before its expiration date:

a) The Board:

(i) initiates the cancellation process established pursuant to IC 20-28-8-7;

(ii) complies with the contractual, statutory and constitutional due process procedures for the cancellation of a regular teacher's contract; and

(iii) makes a finding that one or more of the statutory reasons for cancellation of a superintendent contract contained in IC 20-28-8-7 exist.

b) The Board:

(i) follows this procedure:

A) provides the Superintendent with at least thirty (30) days written notice that it intends to cancel the Superintendent's Entire Contract without a finding of fault and before the expiration of their terms pursuant to this Section 14 of this Addendum;

B) affords the Superintendent an opportunity for a conference with the Board in executive session. The purpose of a conference, if

requested by the Superintendent, will be to provide the Superintendent an opportunity to present information and reasons why cancellation is unwarranted, and an opportunity for the Board to reconsider whether or not the cancellation is in the best interests of the School Corporation;

C) Following the conference, unless the Board has decided against cancellation of the Superintendent’s Entire Contract, the Board will provide the Superintendent an opportunity to resign; and

D) After giving the Superintendent an opportunity to resign, the Board may cancel the Superintendent’s Entire Contract, without cause by a majority vote of the Board taken at a public meeting not sooner than the date provided in the Board’s notice of intent given pursuant to paragraph (b)(i)(A); and

(ii) then, if the Board initiates the above procedure, the School District will provide separation benefits to the Superintendent for the balance of the Addendum term as permitted by law.

- c) The School Board receives written notice from the Division of Professional Standards that the Superintendent no longer holds a license required for the position of Superintendent of Schools from the Division of Professional Standards of the Indiana Department of Education or receives a certified copy of a court document indicating that the Superintendent was convicted of a crime.

This Addendum to Superintendent’s Regular Teacher’s Contract agreed upon and entered into this 16th day of October, 2024.

SUPERINTENDENT

**THE BOARD OF EDUCATION OF
THE METROPOLITAN SCHOOL
DISTRICT OF WASHINGTON
TOWNSHIP**

William Turner, President

Kristina Frey, Secretary