

ADDENDUM TO TEACHER’S CONTRACT
Superintendent Contract

THIS ADDENDUM TO TEACHER’S CONTRACT (the “Addendum”) is attached to and made part of the regular Teacher’s Contract (the “Contract”) entered into by and between the Board of School Trustees of Hamilton Southeastern School Corporation, Hamilton County, Indiana (the “Board”), being the governing body of Hamilton Southeastern School Corporation, Hamilton County, Indiana (the “Corporation”) and Dr. Matt Kegley (the “Superintendent”) as follows:

1. Employment of Superintendent and Term of Employment.

The Corporation employs the Superintendent, and the Superintendent agrees to be employed by the Corporation as the superintendent of Hamilton Southeastern Schools for an initial period beginning April 29, 2026, and concluding on April 29, 2029 (the “Contract Term”), subject to the terms of this Addendum. The Contract Term shall be automatically extended by one year (through June 30 of the following year) on December 31, 2027, and then again, each successive December 31 thereafter, unless a party gives the other written notice on or before the proceeding December 31 that the party does not agree to the automatic extension. This shall result in a continuous three-year term, up to the limits by Indiana law, unless one party provides timely, contrary notice to the other.

2. Duties of 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 Corporation as 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 the Hamilton Southeastern Board of School Trustees’ Policy (“Board Policy”). The parties further agree that this division of responsibilities is consistent with and shall continue in accordance with Exhibit A to this Contract, which Exhibit shall not be modified without the written consent of both parties. The Superintendent agrees to perform at a professional level of competency as required by this Addendum, Indiana law, and Board Policy. The Superintendent shall execute all duties and responsibilities as established by the Corporation.

Superintendent represents and warrants that Superintendent holds a valid Indiana superintendent’s license. Superintendent shall maintain said license in good standing throughout the Contract Term. Should said license be revoked or become invalid, this Contract shall automatically be terminated without 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 in the Corporation and the Superintendent will therefore not be transferred or reassigned by the Corporation to another position without Superintendent’s written consent.

The Superintendent agrees that at all times while employed pursuant to this Addendum to fully meet the minimum qualifications for the position of superintendent as required by Indiana 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 Superintendent's duties with the Corporation, but as provided in Board Policy, the Superintendent may undertake consulting work, speaking engagements, writing, lecturing or other professional duties and obligations provided that such activities do not interfere 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 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 fees earned shall be assigned to and transferred to Corporation.

3. Salary and Benefits.

So long as Corporation employs Superintendent as a superintendent:

(a) Corporation will pay to Superintendent on the Superintendent's behalf:

(i) Salary

An annualized salary of Two Hundred Six Thousand Two Hundred Fifty and no/100 Dollars (\$206,250). The Board may increase the salary of the Superintendent on an annualized basis depending on the results of the Board's evaluation of the Superintendent, as further described in Section 5. In no event shall the Superintendent's annualized increase exceed twenty-thousand dollars (\$20,000). Upon approval by the Board, any adjustment in the Superintendent's salary that occurs in accordance with the terms of this Contract becomes part of this Contract and shall not be considered a new agreement. This annualized 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 installment payment dates applicable to other administrative employees of the Corporation.

(ii) Annuity - 403(b) Contributions

The Superintendent shall be eligible to participate in the Corporation's 403(b) retirement plan. If the Superintendent enrolls timely and remains eligible as a participant, and subject to the terms of this Addendum, the Corporation shall annually contribute, on the Superintendent's behalf, an amount equal to the maximum annual employee elective salary contribution, including any applicable pick-up amount, allowed under Section 403(b). The parties acknowledge that the total maximum annual employee elective salary contribution amount, including any applicable pick-up

amount, established by the Internal Revenue Service for 2026 is \$32,500.00 for the Superintendent's 403(b) plan. All annual contributions paid by the Corporation shall be paid as directed by the Superintendent. The Superintendent shall be immediately vested in all Corporation contributions to his retirement plan.

(iii) Business and Professional Expenses

Any appropriate, reasonable business and professional expenses incurred on behalf of the Corporation. 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.

(iv) Health Examination

In light of the unique nature of the professional duties of Superintendent, the Corporation shall, at its expense, provide to the Superintendent a complete medical examination of Superintendent once each year. The Corporation shall be advised in writing by the physician of the continued physical fitness of the Superintendent to perform his duties and such advice shall be confidential.

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

(i) Basic Salary Allowance in lieu of Auto Allowance

Superintendent will receive \$750 monthly as additional basic salary in lieu of an auto allowance or mileage reimbursement; provided, however, the Corporation will (in addition to the monthly allowance) reimburse Superintendent for business trips outside of a 50-mile radius of the school district in accordance with the Corporation's standard mileage rate.

(ii) Insurance

Superintendent may participate in the Corporation's insurance plans under the same terms and conditions applicable to all other full-time administrators employed by the Corporation.

Superintendent shall have the right to elect term- life insurance (in the amount of 2 times base salary, which in 2026 will be \$412,500 and will increase in any Contract year in which the Superintendent's base salary is increased), and the Corporation shall pay 100% of the premium payments for said policy throughout the Term of this Addendum.

(iii) Short Term Disability

The Board agrees to provide Short Term Disability Compensation to the Superintendent in the event the Superintendent is unable to perform the normal employment responsibilities because of a medical disability. The amount shall be paid based on the Superintendent's per diem salary rate and shall continue until long term disability coverage is available or for ninety (90) days, whichever occurs first, but the Superintendent will first exhaust any unused sick days, including any Banked Sick Days (as further defined below).

(iv) TRF

The Superintendent will be entitled to participate in the Indiana State Teachers Retirement Fund ("TRF") and the Corporation shall annually pay, on the Superintendent's behalf, the mandatory employee contribution to TRF.

(c) Superintendent shall be entitled to:

(i) Sick Leave

The Superintendent shall be entitled to sick days in an equivalent amount as provided to other school administrators as defined by the Schools' 260 Day Administrative Benefits Package "Benefit Package"). The Superintendent will have the right to annually sell any unused sick days over 50, but not more than 20, back to the Corporation at \$67.50 per day, and the payment made to the Superintendent for buying back such days shall be deposited into a retirement account on the Superintendent's behalf or paid in cash to the Superintendent, whichever option is elected in the Superintendent's sole discretion.

(ii) Other Leave

The Superintendent shall receive vacation days in an equivalent amount as provided to other school administrators as defined by the Schools' Benefit Package. The Superintendent shall have the right to be paid for up to Five (5) unused vacation days on an annual basis. In accordance with the Benefits Package, vacation days do not carry over and must be used in a 13-month period.

The Superintendent shall receive all paid holidays and all other paid time off that is provided by the Benefits Package.

(iii) Other Administrative Benefits

Any other benefit the Corporation makes available to other certified administrative employees, as described in the Benefits Package, except the terms of this Addendum control over any inconsistent terms in the administrative benefits program; provided, however, whenever this Addendum provides for benefits to be provided as provided to other certified administrators, such benefits may be modified for the Superintendent if they are modified for other certified administrators.

4. **Defense & Indemnification for Acts in Performance of Duties.**

The Corporation agrees to provide the Superintendent with legal counsel selected and paid for by Corporation for any legal dispute arising out of the performance of Superintendent's duties and to defend and indemnify and hold the Superintendent harmless for all claims, demands, and judgments arising out of these disputes to the fullest extent permitted by law, provided that, this clause shall not be read to require provision of counsel to Superintendent in any dispute to which Superintendent and the Corporation are adversaries or a conflict of interest arises.

5. **Evaluation.**

The Board's evaluation of Superintendent shall be consistent with Indiana law as applied to the evaluation of a public school superintendent. The Board shall conduct an annual evaluation of Superintendent no less than once each school year. The Superintendent must receive a school year evaluation rating of Effective or Highly Effective to be eligible to receive any salary raise or increment for the following school year. The Superintendent shall not be eligible to receive any salary increase or increment or any performance incentive pay in any school year the Superintendent receives an evaluation rating of Ineffective or Improvement Necessary.

6. **Termination.**

This Addendum may be terminated at any time prior to the end of the Contract Term for cause in accordance with IC 20-28-7-5 et seq.

In the event the Board would desire to cancel the Superintendent's Contract and Addendum without cause, then the parties agree the following procedure shall apply:

- A) The Board shall provide the Superintendent with at least thirty (30) days written notice that it intends to cancel the Superintendent's Contract and Addendum without a finding of fault;
- B) The Board affords the Superintendent an opportunity for a private conference with the Board in executive session. The purpose of a private 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 Corporation;
- C) Following the private conference, unless the Board has decided against cancellation of the Superintendent's Addendum and 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 Addendum and Contract, without cause, by a majority vote of the Board taken at a public meeting.

The Board agrees that if it chooses to separate the Superintendent's employment without fault, regardless of whether the Superintendent resigns during the no-fault process under subparagraph C above or the Board cancels the Superintendent's Addendum and Contract during the no-fault process under subparagraph D above, then the Corporation shall provide separation benefits to the Superintendent in an amount equal to the Superintendent's annual base salary that is in effect at the time of separation (the "Separation Payment"). Superintendent agrees that the Separation Payment is the maximum sum ever to be due Superintendent from the Corporation for events or omissions which occurred prior to the execution of the Separation Agreement (as further defined below), and Superintendent hereby agrees to relinquish and waive any rights to other forms of payment, vacation, property, fringe benefits, wages, salary, commission, remuneration, or other monies, sums, or benefits which allegedly accrued or became owing prior to the execution of the Separation Agreement.

In order to effectuate the Separation Payment, the parties shall enter into an agreement ("Separation Agreement") whereby in consideration for the Separation Payment, Superintendent shall agree to (i) release and discharge the Corporation from any claims, demands, actions, or causes of action, known or unknown, which arose at any time from the beginning of time to the execution of the Separation Agreement; (ii) waive all claims against the School Corporation (for himself, his agents, assigns, heirs, executors, and administrators) including but not limited to any and all claims, demands, actions, causes of actions relating to, arising out of, or in any way connected with Superintendent's interactions with the Corporation and/or his employment with the Corporation, the cessation of his employment, or the compensation or benefits payable in connection with that employment or the cessation of that employment; and (iii) never sue or file a lawsuit against the Corporation including, without limitation, any lawsuit concerning or in any way related to his employment with the Corporation, the termination of that employment, the compensation or benefits payable in connection with his employment, or any other interaction or relationship with the Corporation.

7. **Miscellaneous.**

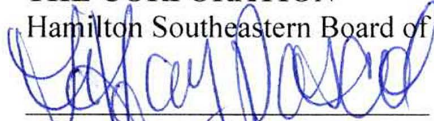
Superintendent shall be solely responsible for the payment of federal, state, and local taxes on Superintendent's income and amounts received under any benefit plan. This Addendum along with the Contract constitute the entire agreement between the Superintendent and the Corporation, supersedes any prior negotiations, agreements or representations, whether oral or written. 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. The parties agree that the Superintendent in entering into the Contract and Addendum shall retain his constitutional rights with respect to contractual impairment as established in Article 1, § 24 of the Indiana Constitution and Article 1, § 10 of the United States Constitution, and nothing in the Superintendent's Contract or Addendum shall be construed as a waiver of any such constitutional rights by the Superintendent. 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 Corporation 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.

[Signatures on Following Page]

This Addendum is executed in duplicate on April 29, 2026 to be effective _____, immediately, and each party has a copy thereof.

THE CORPORATION

Hamilton Southeastern Board of School Trustees:



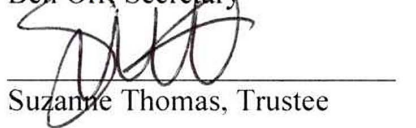
Tiffany Pascoe, President



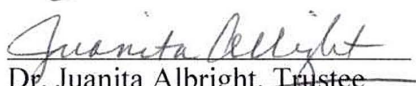
Dawn Lang, Vice President



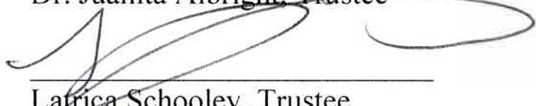
Ben Orr, Secretary



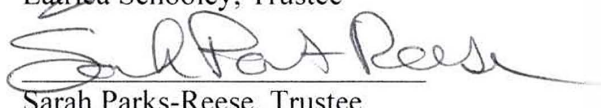
Suzanne Thomas, Trustee



Dr. Juanita Albright, Trustee



Latrice Schooley, Trustee



Sarah Parks-Reese, Trustee

SUPERINTENDENT

MATT KEGLEY



Dr. Matt Kegley,
Superintendent

Exhibit A

The Board of School Trustees adopts the following Code of Ethics recommended by the Indiana School Boards Association.

The members of the Board subscribe to the following code:

A School Board member should honor the high responsibility which his membership demands:

- By thinking always in terms of “children first.”
- By understanding that the basic function of the school board member is “policy-making” and not “administrative,” and by accepting the responsibility of learning to discriminate intelligently between these two functions.
- By accepting the responsibility along with his fellow board members of seeing that the maximum of facilities and resources is provided for the proper functioning of schools.
- By refusing to “play politics” in either the traditional partisan, or in any petty sense.
- By representing at all times the entire school community.
- By accepting the responsibility of becoming well-informed concerning the duties of board members, and the proper function of public schools.
- By recognizing responsibility as a state official to seek the improvement of education throughout the state.

A School Board member should respect his relationships with other members of the Board.

- By recognizing that authority rests only with the board in official meetings, and that the individual member has no legal status to bind the board outside of such meetings.
- By recognizing the integrity of his predecessor and associates and the merit of their work.
- By refusing to make statements or promises as to how he will vote on any matter which should properly come before the board as a whole.
- By making decisions only after all facts bearing on a question have been presented and discussed.
- By respecting the opinion of others and by graciously conforming to the principle of “majority rule.”
- By refusing to participate in irregular meetings such as “secret” or “star chamber” meetings, which are not official and which all members do not have the opportunity to attend.
- By attempting to appraise fairly both the present and future educational needs of the community.

A School Board member should maintain desirable relations with the Superintendent of schools and his staff:

- By striving to procure, when the vacancy exists, the best professional leader available for the head administrative post.
- By giving the Superintendent full administrative authority for properly discharging his professional duties, and also by holding him responsible for acceptable results.
- By acting only upon the recommendation of the Superintendent in matters of employment or dismissal of school personnel.
- By having the Superintendent present at all meetings of the board except when his contract and salary are under consideration.
- By referring all complaints to the proper administrative office and by discussing them only at a regular meeting after failure of administrative solution.
- By striving to provide adequate safeguards around the Superintendent and other staff members to the end that they can live happily and comfortably in the community and discharge their educational functions on a thoroughly professional basis.
- By presenting personal criticisms of any employee directly to the Superintendent.

A School Board member should meet his responsibilities to his community:

- By regarding it as a major responsibility of the board to interpret the aims and the methods of the schools to the community.
- By insisting that all school business transactions be on an open, ethical and above-board basis.
- By vigorously seeking adequate financial support for the schools.
- By refusing to use his position on a school board in any way whatsoever for personal gain or personal prestige.
- By refusing to discuss personnel matters or any other confidential business of the board in his home, on the street or in his office.
- By winning the community's confidence that all is being done in the best interests of school children.