## SECOND ADDENDUM TO SUPERINTENDENT'S EMPLOYMENT CONTRACT

WHEREAS, Independent School District No. 200, Hastings, Minnesota ("School District") and Dr. Tamara Champa ("Superintendent") are parties to an Employment Contract for the term commencing on July 1, 2023, and ending on June 30, 2026 ("Contract"); and

WHEREAS, the School District and Superintendent wish to enter into this Second Addendum to modify and add certain provisions to the Contract.

NOW, THEREFORE, the School District and the Superintendent agree as follows:

- 1. Article VIII, Section 2 (Post-Employment Health Reimbursement Arrangement) is hereby deleted.
- 2. A new Article VIII, Section 2 is added to the Contract as follows:

The School District will provide the Superintendent an amount to use for employee contribution to her 403(b) account in the amounts and dates set forth below:

September 5, 2024: \$7,500.00 June 30, 2025: \$7,500.00 June 30, 2026: \$7,500.00

The Superintendent's irrevocable election to contribute to her 403(b) account must be made prior to the dates specified above. The School District's obligation to make a matching contribution under Article VIII, Section 1 of the Contract does not apply to the Superintendent's deferrals pursuant to this Section.

The amounts in this Section will not be made available to the Superintendent or otherwise paid to her if she has submitted a resignation with an effective date prior to September 5, 2024, June 30, 2025 or June 30, 2026 or she has been proposed for discharge pursuant to Article VI, Section 3.

Participation in a 403(b) tax shelter annuity plan or any other deferred compensation is subject to School District policy and plan descriptions, the Internal Revenue Code, regulations and other applicable federal and state law, and the Superintendent has full responsibility for compliance. The School District has made no representations regarding the limits and/or restrictions on contributions and deferrals, and the Superintendent is solely responsible for any taxes, Social Security payments, costs, penalties, interest, or any other amount assessed by federal or state authorities arising from contributions or deferrals to her tax sheltered annuity plan(s), and she holds the School District harmless for any such claims.

All terms, conditions, and provisions of the Superintendent's Contract and the First	
Addendum to the Contract, except those specific	cally set forth in this Second Addendum, remain
unchanged and in full force and effect for the term of the Superintendent's Contract.	
IN WITNESS WHEREOF, I have subscribed My signature thisday of, 2024.	IN WITNESS WHEREOF, I have subscribed My signature thisday of, 2024.
Dr. Tamara Champa, Superintendent	School Board Chair

School Board Clerk