

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2005, by and between THE BOARD OF SCHOOL COMMISSIONERS OF THE CITY OF INDIANAPOLIS ("Board") and DR. EUGENE G. WHITE ("Dr. White").

Recitals

A. The Board desires to obtain the knowledge and experience of and to employ Dr. White as Superintendent of the Indianapolis Public Schools.

B. The Board desires to secure for itself the services of Dr. White, and Dr. White desires to be employed by the Board.

C. The Board and Dr. White desire to enter into and to reduce to writing the terms of Dr. White's employment by the Board in accordance with IC 20-6.1-4-18, such terms to include, supplement, and modify, where applicable, the Regular Teacher's Contract entered into by the Board and Dr. White, as prescribed by IC 20-6.1-4.

NOW, THEREFORE, in consideration of the matters set forth in the Recitals and of the mutual promises hereinafter set forth, it is agreed as follows:

ARTICLE I

EMPLOYMENT AND TERM

Section 1.01 Employment Term. The Board hereby employs Dr. White as Superintendent of the Indianapolis Public Schools ("IPS"), and Dr. White agrees to be employed as Superintendent. The term of this Agreement ("Employment Term") shall be four (4) years, beginning on July 1, 2005 ("Effective Date") and ending on June 30, 2009 ("Expiration Date"); provided, however, that the Employment Term may be

terminated prior to the Expiration Date as provided in Section 1.02 of this Agreement. An Employment Year for purposes of this Agreement shall begin July 1 of a year and end on June 30 of the following year.

Section 1.02 Termination of Employment Agreement.

(a) Termination by Mutual Consent. The parties may terminate this Agreement on any date during the Employment Term, if the Board and Dr. White mutually consent in writing to such termination.

(b) Termination by Board Prior to Expiration Date of Employment Term. The Board may terminate this Agreement prior to the Expiration Date of the Employment Term:

(i) as provided in IC 20-6.1-4-19(2) for any ground specified in IC 20-6.1-4-10, in which event Dr. White's tenure status as a teacher, if any, will also be terminated for the same reasons, and the Board shall make the payments set forth in Section 1.03(z) or;

(ii) at any time during the Employment Term provided that, in such event, the Board shall make the payment provided in Section 1.03 to Dr. White. Such payment shall constitute Dr. White's sole and exclusive right for remedy for a termination under this subparagraph (b)(ii), and he shall have no other or further rights or remedies for termination or breach of Agreement or otherwise, including any tenure rights he may have.

(c) Termination by Board on Expiration Date of Employment Term. The Board may terminate this Agreement on the Expiration Date as provided in IC 20-6.1-4-19(3).

(d) Termination by Superintendent on Expiration Date of Employment Term. Dr. White may terminate this Agreement on the Expiration Date as provided in IC 20-6.1-4-19(4).

(e) Death, Total Disability or Retirement. This Agreement shall terminate without action of the parties upon the occurrence of the death, total disability (as defined in the Board's disability insurance policy as applicable to Dr. White) or the retirement of Dr. White.

(f) Automatic Termination. This Agreement shall automatically terminate if Dr. White fails to maintain a valid license or certificate evidencing his qualifications to serve as superintendent of a public school corporation in Indiana, as required by Indiana law and the regulations of the Indiana Department of Public Instruction.

Section 1.03 Severance Payment. If the Board terminates this Agreement as provided in Section 1.02(b)(ii), Dr. White shall be entitled to receive a lump sum payment (less the amount of required tax withholding) equal to (w) salary and benefits earned but unpaid at the date of termination, (x) his Basic Monthly Salary under Article III of this Agreement and the additional salary amount in Section 6.03 of this Agreement multiplied times the number of months remaining in the Employment Term, (y) the amount of the Board's contribution to the then current monthly premiums for health/medical, dental, life and disability insurance coverage

under Article VI, multiplied times the number of months remaining in the Employment Term, and (z) the amount of his service credit benefit and the amount of his accumulated sick leave, if any, calculated to the date of termination in accordance with paragraph 7b. of Salary Resolution No. 5186 (December 1996), or any successor resolution. The lump sum shall be paid within sixty (60) days of the effective date of such termination. Except as stated in this section or as required by applicable law, the Board shall have no liability for any other benefits or payments under this Agreement on or after the effective date of such termination.

ARTICLE II

DUTIES, PROFESSIONAL GROWTH, CONSULTING,

PERFORMANCE EVALUATION

Section 2.01 Duties. During the Employment Term, Dr. White shall serve the Board as the Superintendent of IPS, and he shall have such duties as may be prescribed by law and as are assigned by the Board from time to time. Dr. White shall devote his full time, attention, knowledge and skills to accomplish in an effective and professional manner the duties and responsibilities of the office of the superintendent, as required by the laws of the State of Indiana and by Board policy.

Section 2.03 Professional Growth.

(a) Participation in Meetings and Organizations. The Board expects Dr. White, as a condition of his employment, to continue his professional growth and education through participation in appropriate meetings and activities, including, but not limited to, participation in the following kinds of functions:

(i) Operations, programs and other activities conducted or sponsored by local, state, and national associations of school administrators and school boards;

(ii) Seminars and courses offered by public or private institutions; and

(iii) Meetings of the State Superintendent, State Board of Education and other boards and/or persons whose particular skills, knowledge, information or background would serve to assist and improve the capacity of Dr. White in performing his duties.

The Board agrees to authorize a reasonable amount of release time, within the limitations of the Board's budget and appropriations for the purpose of permitting Dr. White to attend the annual conferences of the American Association of School Administrators ("AASA") and the Council of the Great City Schools ("CGCS"), as well as other meetings and activities approved by the Board. The Board agrees to pay for all reasonable expenses of travel, lodging and subsistence in connection with participation and attendance at the annual conference of the AASA, and the annual and legislative conferences of the Council of the Great City Schools. The Board also agrees to pay for all reasonable expenses of travel, lodging and subsistence in connection with participation and attendance at such other meetings approved by the Board, within the limitations of the Board's annual budget and appropriations available for that purpose.

(b) Membership Dues. The Board shall pay the membership dues of the Superintendent for the AASA, and the Indiana Association of Public School Superintendents.

Section 2.04 Duties as Officer of AASA. The Board understands that Dr. White has been elected to serve as an officer in the AASA as follows: July 1, 2005 to June 30, 2006 as Vice President; July 1, 2006 to June 30, 2007 as President; and July 1, 2007 to June 30, 2008 as Past President. In addition to any other leave permitted pursuant to this Agreement, the Board shall allow Dr. White release time to carry out his duties as an officer of AASA as follows: not to exceed eight (8) days from July 1, 2005 to June 30, 2006; not to exceed forty (40) days from July 1, 2006 to June 30, 2007; and not to exceed eight (8) days from July 1, 2007 to June 30, 2008. For each year that Dr. White is an officer of AASA, he shall report to the Board the number of days used to carry out his responsibilities as an officer of AASA. With the exception of the reasonable expenses associated with the annual conference of AASA and the membership dues for AASA, the Board shall not be responsible for any expenses incurred by Dr. White in connection with Dr. White carrying out his responsibilities as Vice-President, President or Past President of AASA. Notwithstanding the foregoing, it is expected that Dr. White will devote his full professional effort to his position as Superintendent. Full professional effort shall be defined to allow for such AASA leadership activities as are described above, provided that time spent shall not interfere with the performance of Dr. White's professional duties as Superintendent.

Section 2.05 Consulting Activities. The Board shall permit Dr. White from time to time to serve as a consultant to other school systems or educational agencies, lecture, engage in writing activities and speaking engagements, and similar activities of a short-term duration, at his discretion. Prior to engaging in any consulting or speaking activities, Dr. White shall notify the Board concerning any outside consulting or speaking activities which he plans to undertake. In performing outside activities, Dr. White may utilize personal or vacation days provided to him under the terms of this Agreement or the Board's policy applicable to administrators of his management classification. Alternatively, Dr. White may be granted administrative leave without pay, not to exceed seven (7) school days per year, for the purpose of engaging in outside consulting, speaking, or other activities described herein. Dr. White shall be entitled to retain any honoraria or fees paid in connection with such activities, but in no case will the Board be responsible for any expenses incurred by him in connection with any such activities. Notwithstanding the foregoing, it is expected that Dr. White will devote his full professional effort to his position as Superintendent. Full professional effort shall be defined to allow for such activities as are described above, provided that time spent shall not interfere with the performance of Dr. White's professional duties as Superintendent.

Section 2.06 Performance Evaluation. Dr. White's performance shall be evaluated by the Board at least once each Employment Year during the Employment Term based on his performance for the period from July 1, 2005 through June 30, 2006 and, thereafter, from July 1 of one year through June 30 of the following year in

accordance with the criteria and procedures set forth in Board Resolution No. 7116 – January 28, 2003, as may be amended from time to time. Dr. White shall review the evaluation instrument developed pursuant to Resolution No. 7116 and make any recommendations to the Board which he deems appropriate for revision of that instrument. The Superintendent's evaluations shall be in writing and shall be completed by the Board not later than sixty-two (62) days following June 30 of the Employment Year for which his performance is being evaluated.

In conducting the evaluation as provided in Board Resolution No. 7116, the Board and Dr. White shall meet in executive session for the purpose of evaluating his performance during the preceding year, including attainment of system goals and Board-Superintendent working relationships. In the event that the Board determines that Dr. White's performance is unsatisfactory or requires improvement in any respect, the Board shall provide him, in writing, with specific instances regarding such performance, described in sufficient detail to allow Dr. White fully and fairly to respond to such instances. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems Dr. White's performance to be unsatisfactory or to require improvement. A copy of the written evaluation shall be delivered to Dr. White before the executive session described above. Dr. White shall have the right to make a written response to the evaluation. The evaluation and any response to it shall become a permanent part of Dr. White's personnel file, which shall at all times remain confidential except as may be required by law.

ARTICLE III
COMPENSATION

Section 3.01 As payment for all services which Dr. White may render pursuant to this Agreement, the Board shall pay the following:

(a) A basic salary at an annual rate of One Hundred Seventy Five Thousand Dollars (\$175,000.00) ("Basic Salary"), payable in installments not less frequently than monthly ("Basic Monthly Salary") during the Employment Term. In no event shall the Basic Salary be reduced during the Employment Term.

(b) For each Employment Year of this Agreement, Dr. White shall be eligible for performance compensation ("Performance Compensation"). The Performance Compensation shall be based on his achievement of certain performance criteria ("Performance Criteria"). Dr. White's achievement of the Performance Criteria will be evaluated by the Board each year as a part of his performance evaluation as provided under Section 2.06. The Performance Compensation shall be paid in a lump sum to Dr. White no later than seventy-five (75) days following June 30th of the Employment Year for which his performance is being evaluated. The Performance Criteria and the potential Performance Compensation for the Employment Year beginning July 1, 2005, are as follows:

(i) Fifteen Thousand Dollars (\$15,000) if, pursuant to the Indianapolis Public Schools 2005-2010 Strategic Plan ("IPS Strategic Plan"):

(A) 51% of IPS students achieve a Pass or Pass+ on the ISTEP+ in language arts and

(B) 51% of IPS students achieve a Pass or Pass+ on the ISTEP+ in math; and

(ii) an additional Five Thousand Dollars (\$5,000) if the Board determines that IPS has made progress in implementing the priority strategies in the target areas of the IPS Strategic Plan.

(c) Dr. White's Basic Salary shall be reviewed each Employment Year of this Agreement. Increases in such Basic Salary, if any, shall be granted by the Board retroactive to the beginning of the Employment Year for which the increase is applicable and shall be based upon Dr. White's performance as Superintendent and upon demonstrated achievement in the IPS in areas such as, but not limited to, student attendance, test scores and quality of primary and secondary education.

(d) Upon approval by the Board, any adjustment in Basic Salary under subparagraph (c) shall constitute an amendment to this Agreement and becomes a part thereof, but shall not be considered as a new contract or an extension of the Expiration Date of the existing contract.

ARTICLE IV

BUSINESS EXPENSES, TECHNOLOGY SUPPORT, AUTOMOBILE ALLOWANCE

AND MOVING EXPENSES

Section 4.01 Business Expenses. It is understood that from time to time, Dr. White may be expected to incur reasonable and necessary expenses on behalf of the IPS, including but not limited to, meals, entertainment, travel, professional books and supplies, and similar expenses. The Board shall reimburse Dr. White for such

reasonable and necessary expenses, provided that records of such expenses are submitted to the Board in a form and manner acceptable to the Board; and provided further that reimbursement is not prohibited by law or regulation and is subject to the Board's budget and appropriations for that purpose.

Section 4.02 Technology Support. Dr. White shall be furnished with a computer and printer for use at his home that are compatible with the computer he uses at his office, a modem to permit office-home communication, a facsimile transmission machine, a cellular telephone for his car, and a Blackberry or similar device. The Board shall pay the reasonable and necessary monthly charges associated with the cellular telephone and Blackberry or similar device.

Section 4.03 Automobile Allowance. The Board shall pay Dr. White, as an additional salary amount, the sum of Nine Hundred Dollars (\$900) per month to compensate Dr. White for his use of his private automobile in traveling about the school district in the daily performance of his duties as Superintendent. The automobile allowance is expressly in lieu of the Board's providing Dr. White with a leased automobile for that purpose, as well as in lieu of all other automobile mileage and expense reimbursement; provided, however, that Dr. White shall be entitled to use gas from the IPS pumps for the business use his automobile during the Employment Term.

Section 4.04 Moving Expenses. The Board shall, by separate resolution, reimburse Dr. White for reasonable and necessary moving expenses to move into the IPS District, not to exceed One Thousand Dollars (\$1,000.00), upon presentation of a

satisfactory invoice or other proof of payment as may be required by the IPS Business Office.

ARTICLE VI

EMPLOYEE BENEFITS AND DEFERRED COMPENSATION

Section 6.01 Employee Benefits. Except as otherwise expressly provided in this Agreement, Dr. White shall be entitled to all benefits applicable to twelve-month administrative certificated employees set forth in the Resolution No. 5209 (December 2003) or any successor resolution, including but not limited to matters such as vacation, sick days, personal days, holidays, sick leave bank, health/medical insurance, dental insurance, disability insurance, and life insurance. In addition, the Board shall pay on behalf of Dr. White the full annual premiums for the level of health/medical and dental group insurance coverage (employee only, employee/child or employee/family) for which Dr. White is eligible to elect.

Section 6.02 Medical Examinations. Dr. White agrees that, as a benefit of employment, he shall be provided with and will voluntarily undergo a comprehensive medical examination each year to be conducted by a physician licensed under Indiana law mutually acceptable to Dr. White and the Board, or if no agreement can be reached, by a physician selected by the Board. A statement from such physician certifying to the Board that Dr. White remains qualified to perform the essential functions of his position as Superintendent and describing any medical conditions that might affect Dr. White's performance of the essential functions of his position as Superintendent shall be filed with the Secretary of the Board, shall be treated as

confidential, and shall be exempt from disclosure as a public record pursuant to IC 5-14-3-4(b)(8) and a record covered by the doctor patient privilege pursuant to IC 5-14-3-4(a)(1). The cost of such medical examinations shall be borne by the Board.

Section 6.03 Deferred Compensation.

(a) Dr. White shall be entitled to participate in the Indiana State Teachers' Retirement Fund ("TRF"), and the Board shall pay Dr. White's required contribution to the TRF. The Board shall also provide dollars for Dr. White to make the ten percent (10%) additional contributions to the TRF allowable pursuant to I.C. 5-10.2-3-2(c) for each Employment Year of the Agreement. Dr. White shall complete the necessary forms to make the additional contributions to the TRF.

(c) Each Employment Year of the Agreement, the Board shall contribute an amount equal to the maximum employer contribution the Board could make to a Section 403(b) plan on Dr. White's behalf for that Employment Year, assuming that Dr. White makes the maximum salary reduction and catch-up contribution described in this subsection, but such amount shall not exceed six percent (6%) of Dr. White's compensation, as limited by IRS Code Section 401(a)(17) for such Employment Year. The Board contribution shall be made in January of each Employment Year, and Dr. White shall be one hundred percent (100%) vested in such contributions. Each Employment Year of the Agreement, the Board shall pay Dr. White an additional salary amount, paid in installment intervals the same as the Basic Salary, equal to the maximum salary reduction contribution that Dr. White may elect to contribute to a Code Section 403(b) plan for the Employment Year, including any catch-up available

under Code Section 414(v). The parties hereby agree to complete all forms and to make all payroll reductions necessary to effectuate the payment of such maximum amount. The parties agree that these additional salary amounts are "annual compensation" reported to the TRF for purposes of calculating Dr. White's "average of annual compensation" pursuant to I.C. 5-10.2-4-3(b).

(d) The Board shall adopt an eligible deferred compensation plan for the benefit of Dr. White, pursuant to Code Section 457(b), and shall establish and pay the administrative costs of a trust, custodial account, or annuity contract selected by Dr. White to hold the assets for his benefit under the plan. Each Employment Year of the Agreement, the Board shall pay Dr. White an additional salary amount equal to the maximum deferral contribution that Dr. White may elect to contribute to a Code Section 457(b) plan, including any catch-up available under Code Section 414(v). Dr. White shall have the authority to direct the investment of the assets held for his benefit in the plan. The parties agree to complete all forms and to take all other actions necessary to effectuate the establishment and operation of the plan. The parties agree that these additional salary amounts are "annual compensation" reported to the TRF for purposes of calculating Dr. White's "average of annual compensation" pursuant to I.C. 5-10.2-4-3(b).

ARTICLE VII

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 the Board:
Personal and Confidential
(Name of President)
Board of School Commissioners
of the City of Indianapolis
120 East Walnut Street
Indianapolis, IN 46204

and

To Dr. White:
Personal and Confidential
Dr. Eugene G. White

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

ARTICLE VIII

PROFESSIONAL LIABILITY

The Board shall defend, hold harmless and indemnify Dr. White from any and all demands, claims, suits, actions and legal proceedings brought against him in his individual or official capacity as an agent or an employee of the Board, in connection with any matter arising while he was acting within the scope of his employment, as provided by IC 20-5-2-2(16) or a successor statute and Board Resolution No. 7027 –

April 22, 2003, in relation to legal proceedings initiated against officers and employees of the Board.

If Dr. White in good faith considers that a conflict exists in regard to the defense of any such action between his legal position and the legal position of the Board or other named parties, Dr. White shall have the right to employ separate legal counsel, in which case the Board shall indemnify Dr. White for the costs of his legal defense, to the extent permitted by IC 20-5-2-2(16) or a successor statute.

ARTICLE IX

AMENDMENT

This Agreement and the Regular Teacher's Contract entered into between the Board and Dr. White constitute 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 Dr. White. This Agreement supersedes all prior agreements between the parties.

ARTICLE X

REGULAR TEACHER'S CONTRACT

In accordance with Indiana Law, the Board and Dr. White hereby incorporate by reference in this Agreement all of the provisions of the "Regular Teacher's Contract," as executed by the Board and Dr. White on the official form prescribed by the State Superintendent of Public Instruction, for each applicable school year, setting forth the salary and schedule of installment payments for Dr. White for that school year, except those provisions which are not applicable to persons employed as a

superintendent of a school corporation and except as modified in this Agreement. It is agreed that the Regular Teacher's Contract for any school year shall be revised from time to time, respecting the amount and manner of salary payments, consistent with the provisions contained in this Agreement, and that any such amendments shall be evidenced by execution of a revised Regular Teacher's Contract for the appropriate school year.

ARTICLE XI

MISCELLANEOUS

The terms of this Agreement shall be construed and regulated by the laws of the State of Indiana. The breach of any provision hereunder shall constitute a breach of the entire Agreement. However, the waiver by any of the parties hereto of a breach by any of the parties hereto shall not be a waiver by the nonbreaching party of any subsequent breach of the breaching party. Moreover, the parties agree that each and every paragraph, sentence, term, and provision of this Agreement shall be considered severable and that, in the event a court finds any paragraph, sentence, term, or provision to be invalid or unenforceable, the validity, enforceability, operation, or effect of the remaining paragraphs, sentences, terms or provisions shall not be affected, and this Agreement shall be construed in all respects as if the invalid or unenforceable matter had been omitted.

IN WITNESS WHEREOF, the Board and Dr. White have executed or caused to be executed this Agreement on the day and year first above written.

DR. EUGENE G. WHITE

THE BOARD OF SCHOOL
COMMISSIONERS OF THE CITY OF
INDIANAPOLIS

Dated

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Dated _____

ADDENDUM TO EMPLOYMENT AGREEMENT

This Addendum effective July 1, 2006, is to the Employment Agreement by and between the Board of School Commissioners of the City of Indianapolis ("Board") and Dr. Eugene G. White ("Dr. White") dated June 28, 2005, as amended ("the 2005 Agreement"). In consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Article I, Section 1.01 of the 2005 Agreement is amended to add one additional year to the term of the 2005 Agreement so that it shall continue until June 30, 2010. All other terms and conditions of Article I, Section 1.01 shall remain as originally written.

2. Article III, Section 3.01(a) of the 2005 Agreement is amended so that the basic salary for Dr. White shall be increased from an annual rate of \$175,000 to \$188,000. All other terms and conditions of Article III, Section 3.01(a) shall remain as originally written.

3. Article III, Section 3.01(b) of the 2005 Agreement is amended to read as follows:

(b) For each Employment Year of this Agreement, Dr. White shall be eligible for performance compensation ("Performance Compensation"). The Performance Compensation shall be based on his achievement of certain performance criteria ("Performance Criteria"). Dr. White's achievement of the Performance Criteria will be evaluated by the Board each year as a part of his performance evaluation as provided under Section 2.06. The Performance Compensation shall be paid in a lump sum to Dr. White no later than seventy-five (75) days following June 30th of the Employment Year for which his performance is being evaluated. The Performance Criteria and the potential Performance Compensation for the Employment Year beginning July 1, 2006, are as follows:

(i) Seven Thousand Dollars (\$7,000) each for elementary, middle school and high school levels (for a possible total of Twenty-one Thousand Dollars (\$21,000)) if, pursuant to the Indianapolis Public Schools 2005-2010 Strategic Plan ("IPS Strategic Plan"):

(A) 51% of IPS students at that level achieve a Pass or Pass+ on the ISTEP+ in language arts and

(B) 51% of IPS students at that level achieve a Pass or Pass+ on the ISTEP+ in math; and

(ii) an additional Ten Thousand Dollars (\$10,000) if the Board determines that IPS has made progress in implementing the priority strategies in the target areas of the IPS Strategic Plan.

4. All amendments made under this Addendum shall be effective as of July 1, 2006.

5. All other terms of the 2005 Agreement remain fully effective as set forth therein.

IN WITNESS WHEREOF, the Board and Dr. White have executed or have caused to be executed this Agreement on the day and year first written above.

DR. EUGENE G. WHITE

THE BOARD OF SCHOOL COMMISSIONERS
OF THE CITY OF INDIANAPOLIS

By: _____
Clarke C. Campbell, President

By: _____
Mary E. Busch, Vice President

By: _____
Michael D. Brown, Secretary

By: _____
Kelly E. Bentley

By: _____
Donald Payton

By: _____
Olgen Williams

By: _____
Marianna R. Zaphiriou

ADDENDUM TO EMPLOYMENT AGREEMENT

This Addendum effective January 1, 2007, is to the Employment Agreement by and between the Board of School Commissioners of the City of Indianapolis ("Board") and Dr. Eugene G. White ("Dr. White") dated June 28, 2005, as previously amended on July 1, 2006 ("the 2005 Agreement"). In consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Article VI of the Employment Agreement shall be amended by adding a subsection (e) to Section 6.03 as follows:

(e) To the extent that, because of procedural conditions imposed by the Indiana State Teachers' Retirement Fund, the Board is not able to make any amount of the contributions required under subsection (a) of this Section 6.03, the Board shall instead make the same amount of employer contributions to a Section 403(b) plan on Dr. White's behalf, in addition to those required under subsection (c) of this Section 6.03. The Board shall make those additional employer contributions as soon as administratively feasible without violating the limits on such contributions imposed by federal tax law.

2. All amendments made under this Addendum shall be effective retroactively to the effective date of the 2005 Agreement.

3. All other terms of the 2005 Agreement remain fully effective as set forth therein.

IN WITNESS WHEREOF, the Board and Dr. White have executed or have caused to be executed this Agreement on the day and year first written above.

DR. EUGENE G. WHITE

THE BOARD OF SCHOOL COMMISSIONERS
OF THE CITY OF INDIANAPOLIS

By: _____
Clarke C. Campbell, President

By: _____
Mary E. Busch, Vice President

By: _____
Michael D. Brown, Secretary

By: _____
Kelly E. Bentley

By: _____
Diane Arnold

By: _____
Olgen Williams

By: _____
Marianna R. Zaphiriou

ADDENDUM TO EMPLOYMENT AGREEMENT

This Addendum effective July 1, 2008, is to the Employment Agreement by and between the Board of School Commissioners of the City of Indianapolis ("Board") and Dr. Eugene G. White ("Dr. White") dated June 28, 2005, as amended ("the Agreement"). In consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Article I, Section 1.01 of the Agreement is amended to add one additional year to the term of the Agreement so that it shall continue until June 30, 2012. All other terms and conditions of Article I, Section 1.01 shall remain as originally written.
2. Article IV, Section 4.03, Automobile Allowance, is amended to increase the cap on the reimbursement amount for gasoline expenses for the business use of his automobile to Three Hundred Dollars (\$300.00) a month. All other terms and conditions of Article IV, Section 4.03, shall remain the same.
3. Due to the current financial condition of the District, at this time, Dr. White is forgoing any increase in compensation for the contract year covering July 1, 2008, to June 30, 2009. Dr. White and the Board reserve the right to address compensation at a later time should circumstances warrant it.
4. All amendments made under this Addendum shall be effective as of July 1, 2008.
5. All other terms of the Agreement remain fully effective as set forth therein.

IN WITNESS WHEREOF, the Board and Dr. White have executed or have caused to be executed this Agreement on the day and year first written above.

DR. EUGENE G. WHITE

THE BOARD OF SCHOOL COMMISSIONERS
OF THE CITY OF INDIANAPOLIS

By: _____
Mary E. Busch, President

By: _____
Marianna R. Zaphiriou, Vice President

By: _____
Diane Arnold, Secretary

By: _____
Michael D. Brown

By: _____
Kelly E. Bentley

By: _____
Michael R. Cohen

By: _____
Elizabeth M. Gore