

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 Westfield Washington Schools, Hamilton County, Indiana, hereinafter called "Employer" and NAME, 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 and Term of Employment

Employer employs the Superintendent and the Superintendent agrees to be employed by the Employer as superintendent for an initial term beginning July 1, 2021 through June 30, 2024 ("Contract Term").-

The parties agree that the initial term of this Contract shall automatically be extended one (1) school year on June 30th, effective the next day on July 1, and then each successive June 30, unless a party gives the other written notice on or before the preceding January 1 that the party does not agree to the automatic extension of this Contract.

A "Contract Year" for purposes of this agreement is defined as July 1 to June 30 and the contract term will not exceed the maximum allowed under Indiana statute which would result in maximum length through June 30, 2030.

2. Duties of the Superintendent

In consideration of the obligations and commitments of the parties, the Superintendent agrees to completely and faithfully serve the Employer 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 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 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 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.

The Superintendent agrees at all times while employed pursuant to this Addendum to fully meet the minimum qualifications for the position of superintendent as required by law and as established under Employer's employment policies.

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 with the meeting of the responsibilities as superintendent. The Superintendent shall notify the Board or its designee prior to the performance of these activities that involve attention during normal working hours. 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 business leave day; otherwise, any fees earned shall be provided to Employer.

3. Salary and Benefits

So long as Employer employs Superintendent as superintendent:

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

(i) Salary

An annual base salary of One Hundred Eighty Five Thousand (\$185,000) July 1, 2021. If Superintendent receives a rating of effective or highly effective on the Board's evaluation, Superintendent's base salary will automatically increase annually on July 1 by an amount equal to the lesser of 2% of the Superintendent's annual base salary or the highest percentage raise received by all teachers under the collective bargaining agreement.

The Superintendent will be paid a per diem rate for any school days worked before July 1, 2021. The per diem rate for purposes of this provision will be calculated as follows: \$191,000 / 247 days.

(ii) Retirement Plan participation

In lieu of the retirement plan contribution described in XXIV of the Administrators' Benefit Program Effective 8/1/2015, an annual contribution equal to ten percent (10%) of Superintendent's annual base salary will be made by Employer into Employer's current retirement plan allowing Employer contributions, and the Superintendent shall have the authority to direct and determine how contributions are invested in the plan's current fund options. The Superintendent shall be immediately vested in all contributions made pursuant to this provision.

(iii) *ISTRF Employee Contribution*

In lieu of ISTRF contribution made by an employer, the Board will contribute 8.5% of annual base salary (i.e. \$191,000 in year 1) to Employer's current 401(a) retirement plan and the below contribution under Administrative Benefits. The Superintendent shall be immediately vested in all contributions made pursuant to this provision.

(iv) *Business and Professional Expenses*

Any appropriate business and professional expenses. Appropriate expenses shall include the cost of membership and participation in professional associations of school leaders, community organizations, and expenses related to the Superintendent's attendance at appropriate conferences and activities with any out of state approved by the Board in advance.

(v) *Health Examination*

For the uninsured cost of an annual medical-physical examination. Results of the examination shall not be given to the Board but the Board may request a statement from the examining physician stating that the Superintendent is fit to perform the duties of the office.

(vi) *Doctoral Stipend*

The Board will pay a stipend of \$6,000.00 annually, in addition to base salary, included in regular pay, for the Superintendent having a doctoral level degree. This will be considered as base salary toward other calculations in the contract.

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

(i) *Base Salary Allowance In Lieu of Auto Allowance*

In lieu of an auto allowance or providing an automobile, Employer annually shall credit or pay the Superintendent with an additional amount of \$6,000.00, which additional amount the Superintendent may deposit into a retirement plan of Employer of his choosing or may take as additional wages as elected by the Superintendent. The parties agree that the Superintendent's personal automobile shall be maintained, licensed, and insured by the Superintendent and he/she will pay all operating expenses. Employer will reimburse Employee for business trips out of state in accordance with the Employer's standard mileage rate. This amount is not considered as part of base salary.

(ii) *Insurance*

Superintendent may apply to participate in Employer's group life insurance (in the

amount of two times annual base salary), and group long-term disability insurance plans. Superintendent may elect group life insurance (in the amount of two times annual base salary) and group long-term disability insurance, health and dental insurance, and benefits of Internal Revenue Code §125 but subject to payment by Superintendent for such items as other Employer administrators pay for such items.

(iii) Technology

A laptop computer, tablet device, and/or mobile phone for personal and business use.

(c) Superintendent shall be entitled to:

(i) Sick Leave and Family Illness

The Superintendent shall be awarded an annual number of sick days equivalent to those provided to other twelve month administrative employees of the Employer. The first twelve months will be allotted upfront beginning July 1, 2021 with (24) sick days, plus six (6) days towards family illness. The Superintendent will also be allowed to transfer up to 150 sick days from his/her prior employer. The Superintendent may use sick leave days for personal illness or that of immediate family members. The Superintendent will be allowed to accumulate the same number of sick days as permitted by other administrative employees. The Board will not payout sick days upon the Superintendent separating from employment.

(ii) Other Paid Leave

Vacation during all legal holidays observed by the Employer in addition to four (4) weeks of vacation each year. Superintendent may carry over no more than ten (10) unused vacation days each year. Employer shall buy back no more than 5 (five) unused vacation days each year the proceeds of which will be added to the annuity described in 3(a)(ii). The Superintendent's per diem rate for purposes of calculating the buy-back of any vacation days will be as follows: Superintendent's annual base salary, plus Doctoral Stipend, in effect at the time of the buy-back / 247 days.

(iii) Short Term Disability

Short Term Disability compensation shall be paid to Superintendent in the event the Superintendent is unable to perform employment responsibilities as superintendent because of total disability as defined by Employer's disability plan. The amount shall be paid based on Superintendent's annual base salary rate and shall continue during the elimination period under the long term disability plan or for 90 days, whichever occurs first.

(iv) Other Administrative Benefits

Any other benefit Employer makes available to other certified administrative employees, to teachers through the Master Contract (between the Employer and the Westfield Classroom Teachers Association), or other benefits to which teachers of public school corporations are entitled under Indiana law. The terms of this Addendum control over any inconsistent terms.

- a) 401(A) RETIREMENT PLAN Employer shall continue to sponsor and administer an IRS 401 (a) retirement plan. All administrators currently receive a contribution of 1.0% of their salary on a monthly basis paid into the 401 (a) plan. The Superintendent shall be immediately vested in all contributions made pursuant to this provision.
- b) 403(B) RETIREMENT PLAN Superintendent, if he/she contributes a minimum of 3.5% of his/her annual base salary to Employer's 403(b) plan, will receive a matching 401(a) contribution from Employer of up to 2 times of 3.5% of Superintendent's annual base salary. Such contribution for 2021-2022 contract year may be pro-rated beginning January 1, 2022 through June 30, 2022. Subsequent contract years beginning 2022-2023 will be made throughout the contract term of July 1-June 30. The Superintendent shall be immediately vested in all contributions made pursuant to this provision.

4. Defense and Indemnification for Acts in Performance of Duties

The Employer agrees to provide the Superintendent with legal counsel selected and paid for by the Employer for any legal dispute arising out of the performance of the duties as superintendent 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. Employer shall not provide counsel to Superintendent in any dispute to which Superintendent and the Employer are adversaries.

5. Evaluation

The Board's evaluation of Superintendent shall be consistent with the law as 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, starting in 2022. 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. The Board will consider the ISBA-IAPSS evaluation process, or a similar instrument, as the evaluation instrument and procedures.

6. Termination and Buyout

This Addendum may be terminated at any time prior to the end of the Contract Term for cause, as permitted by applicable law of the State of Indiana. Any buyout would also be according to applicable law of the State of Indiana.

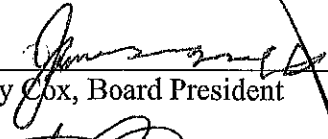
7. Miscellaneous

Superintendent shall be solely responsible for the payment of the employee's share of all federal, state and local taxes on Superintendent's income and on any taxable portion of any employment benefits. This Addendum along with the Contract and benefit plan documents constitute the entire agreement between the Superintendent and the Employer, 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 statute. This Addendum is governed by the laws of the State of Indiana and shall be subject to the provisions of any applicable state law concerning the terms and conditions of an employment contract between a public school corporation and its 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.

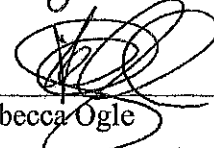
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This Addendum is executed in duplicate on June 8 to be effective July 1, 2021 and each party has a copy thereof.

**WESTFIELD WASHINGTON SCHOOLS
BOARD OF SCHOOL TRUSTEES**



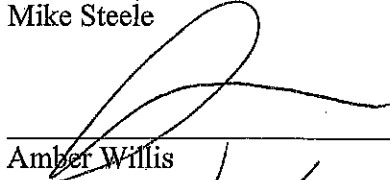
Jimmy Cox, Board President




Rebecca Ogle



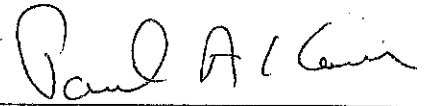
Mike Steele



Amber Willis



Bill Anderson, Secretary



NAME
"Superintendent"