

Westfield Washington Schools
Superintendent Addendum to Teacher's 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 ("**WWS**") and Dr. John Atha hereinafter called "**Superintendent**." WWS desires to employ Superintendent as its Associate Superintendent (as herein defined) and then superintendent of schools and Superintendent is willing to accept such employment. Now, therefore, in consideration of the mutual covenants contained herein, WWS and Superintendent agree as follows:

1. **Employment of Superintendent; Term of Employment.** WWS employs the Superintendent and the Superintendent agrees to be employed as the WWS "**Associate Superintendent**" for a period of January 27, 2025 through June 30, 2025 and then as superintendent for a period beginning July 1, 2025 and concluding on June 30, 2028 ("**Contract Term**"). The Contract Term of this Agreement shall be automatically extended by one year on July 1, 2026, and then again, each successive July 1 thereafter, 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. This shall result in a continuous three-year term, up to limits by Indiana law, unless one party provides timely, contrary written notice to the other.
2. **Duties of the Superintendent**
 - a. As Associate Superintendent, Dr. Atha will perform duties assigned by the WWS Board of Trustees. ("**Board**")
 - b. As of July 1, 2025, Superintendent shall serve as the chief administrator of WWS during the Contract Term and perform the duties generally recognized as being the normal functions of a public school superintendent in the State of Indiana and as enumerated in WWS policies.
 - c. Superintendent represents and warrants that Superintendent possesses the necessary expertise and experience to perform all duties and fulfill all obligations of the positions of Associate Superintendent and thereafter superintendent.
 - d. Superintendent agrees at all times to perform at a professional level of competency that exceeds the minimum qualifications required by this Addendum, law, and the policies of the Board.
 - e. Superintendent shall execute all duties and responsibilities as established by WWS.
 - f. Superintendent shall execute the by following and applying at all times the highest professional and ethical guidelines and standards.
 - g. Superintendent is generally expected to devote full attention to the duties with

WWS, but the Superintendent may undertake consulting work, speaking engagements, writing, lecturing or other professional duties and obligations provided that such activities do not interfere or conflict with meeting the Superintendent's responsibilities. The Superintendent shall notify the Board or its designee prior to the performance of these activities that involve attention during WWS's normal working hours. The Superintendent shall provide notice to the Board of all other such activities preventing full attention to the duties for WWS. 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 amounts earned shall be assigned to and transferred to WWS.

- h. 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, suspended or become invalid, this Contract shall automatically be terminated without any requirement of further notice or hearing.
3. **Salary and Benefits.** So long as and while WWS employs Superintendent pursuant to this Contract, WWS will pay to or contribute on the Superintendent's behalf the following compensation, benefits, or reimbursements:
- a. From the Effective Date (as herein defined) of this Contract through June 30, 2025, while Superintendent serves as Associate Superintendent, an annual salary of One Hundred Eighty-Five Thousand Dollars (\$185,000.00). Beginning July 1, 2025, when Superintendent will become superintendent an annual salary of Two Hundred Five Thousand Two Hundred Forty-Nine Dollars and Forty-Six Cents (\$205,249.46). The Superintendent's annual salary shall be paid to the Superintendent in equal installments during each year of employment on the same payment dates as the other WWS administrative employees.
 - b. For the year beginning July 1, 2025, and annually thereafter, if Superintendent receives a rating of effective or highly effective on the Board's evaluation then the Superintendent's salary will increase by the same amount or percentage increase, if any, granted by WWS to the schedule of all other WWS administrators. If the rating system for the Superintendent's evaluation changes due to changes in law, then the parties will renegotiate the process for determining salary increases.
 - c. In each school year of employment, the Superintendent shall be eligible to participate in and WWS shall make annual contributions into the existing 401(a) and 403(b) retirement plans according to the percentages made on behalf of other certified administrative employees. The Superintendent shall be one hundred percent (100%) vested in such contributions.
 - d. In addition to the other compensation and benefits provided to the Superintendent pursuant to this Contract, the Board shall provide the following deferred compensation benefits:

The Board shall provide additional dollars for tax-deferred contributions for the Superintendent to retirement plan arrangements described in Sections 403(b) and 401(a) of the Internal Revenue Code (the "Code") for each employment year. These payments shall be an annual amount equal to the IRS maximum limit for a Code Section 403(b) Plan and 11.25% of the total base salary for a Code Section 401(a) plan for that calendar year.

The Superintendent shall complete the necessary forms to make these salary reduction contributions to the Code Section 403(b) plan and the Code Section 401(a) plan sponsored by the School District. The Board shall take necessary actions to implement those forms and shall remit such salary reduction contributions to these plans during the month of July each employment year. The Superintendent acknowledges that the salary reduction contributions will be characterized as wages for Social Security, FICA, and as compensation for purposes of contributions to the Indiana State Teachers' Retirement Fund.

- e. Superintendent will be entitled to participate in the Indiana State Teacher's Retirement Fund ("ISTRF") plan and WWS will make the mandatory contribution to the ISTRF. All payments to the Superintendent coming within the definition of "annual compensation" as defined in Ind. Code 5-10.2-4-3(d) as of the Effective Date shall be included in the Superintendent's compensation reported to the ISTRF, including the amounts paid under 3(d).
- f. Superintendent will be entitled to reimbursement of any appropriate reasonable business and professional expenses incurred on behalf of WWS as approved by the Board. 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. Superintendent will report such expenses to the Board and WWS and Superintendent will agree to a system of annually budgeting for such expenses and monthly reporting of such expenses to the Board or its designee generally prior to reimbursement.
- g. Beginning July 1, 2025, Superintendent will be entitled to reimbursement for any uninsured cost of an annual, routine medical-physical examination by a licensed physician. Results of the examination and personal health information shall not be given to the Board, but the Board may request a statement from the examining physician stating whether the Superintendent is physically and mentally fit to perform the duties of the position.
- h. Beginning July 1, 2025, for business travel, Superintendent will receive One Thousand Dollars (\$1,000) monthly stipend paid in equal installments during each year of employment on the same payment dates as the other WWS administrative employees in lieu of an auto allowance, travel expense, or mileage reimbursement and WWS will provide fuel for the vehicle used by

Superintendent.

- i. Superintendent may apply to participate in WWS's insurance plans under the same terms and conditions applicable to all other full-time administrators employed by WWS.
- j. Superintendent shall be entitled to the annual number of sick days provided to other full time administrative employees of WWS. The Superintendent may use sick leave days and will be allowed to accumulate the same number of sick days as permitted under that sick leave plan by other administrative employees.
- k. Superintendent shall be entitled to an annual number of vacation and other leave days equivalent to the number granted to other full time administrative employees.
- l. Disability insurance coverage shall be offered to Superintendent. The eligibility and benefits offered under that coverage shall be the same as other full time administrative employees.
- m. Unless otherwise addressed in this agreement, Superintendent will be entitled to any other fringe benefit WWS makes available to other certified administrative employees. See Appendix "A."

- 4. **Defense and Indemnification for Acts in Performance of Duties.** WWS agrees to indemnify the Superintendent for any legal dispute arising out of the performance of the duties as a Associate Superintendent, superintendent, or employee and to hold the Superintendent harmless for all claims, demands, and judgments arising out of these disputes to the fullest extent permitted by law. WWS shall not provide counsel to Superintendent in any dispute to which Superintendent and WWS are adversaries or a conflict of interest arises.

- 5. **Evaluation.** Beginning July 1, 2025, the Board's evaluation of Superintendent shall be consistent with the Indiana law applied to the evaluation of a public school superintendent. The Board shall conduct an annual evaluation of Superintendent, not later than June 1 of each year during the Contract Term. 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.

6. **Termination of Contract.**

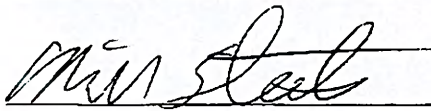
This Contract may be terminated at any time prior to the end of the Contract Term for cause, and as permitted by applicable Indiana law. Any buyout would also be according to applicable law of the State of Indiana.

7. **Miscellaneous**

- a. Superintendent's compensation is subject to withholdings for applicable federal, state, and local taxes. Superintendent shall bear responsibility for employee's share of federal, state, and local taxes on Superintendent's income and amounts received under any benefit plan.
- b. This Addendum along with the Contract constitute the entire agreement between the Superintendent and WWS, and supersedes any prior negotiations, agreements or representations, whether oral or written.
- c. This Addendum may be amended or modified only by a written document signed by the parties and approved consistent with applicable law.
- d. This Addendum is governed by the laws of the State of Indiana.
- e. 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.
- f. This Addendum shall be deemed drafted equally by the parties.
- g. If, during the Contract Term, 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.
- h. WWS 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.

This Addendum is executed in duplicate on the 17th day of March, 2025, to be effective July 1, 2025, ("**Effective Date**") and each party has a copy thereof.

**Westfield Washington Schools
Board of School Trustees**



Mike Steele, Board President

Superintendent

