

**ADDENDUM TO REGULAR TEACHER'S CONTRACT  
FOR SUPERINTENDENT OF SCHOOLS**

**THIS ADDENDUM**, is made and entered into by and between **Western Wayne Schools** (hereinafter the "Corporation"), a public school corporation reorganized and existing under the laws of the State of Indiana with principal offices at 519 Queen Street, Pershing, Indiana, by and through its Board of Trustees (hereinafter "Board"), and **George Philhower** (hereinafter "Superintendent").

This Addendum is entered into based on the mutual interest of the Board and the Superintendent to more completely and precisely define and set forth the employment relationship of the Superintendent and Board.

**Now, Therefore**, the Board and Superintendent agree to this Addendum to Regular Teacher's Contract for Superintendent of Schools as follows:

1. **Term of Contract.** Pursuant to this Addendum, and the underlying Regular Teachers' Contract upon which it is based, the Board employs Superintendent, and the Superintendent accepts employment, as Superintendent of Western Wayne Schools for a term commencing July 1, 2020, and ending on June 30, 2025.

This contract (Addendum to Regular Teachers' Contract for Superintendent of Schools) terminates on June 30, 2025, the expiration date of the contract, if the governing body not later than January 1 of the year (2025) in which the contract expires gives notice to the superintendent in writing, delivered in person or by registered mail.

2. **Salary.** During each of the five (5) contractual years, with each contractual year to be on the school calendar year (July 1 to the following June 30), Superintendent will be paid according to the following salary schedule:

<b>Contract Year</b>	<b>No. of Contract Days</b>	<b>Contractual Salary</b>
07/01/20 through 06/30/21	260	\$109,500.00
07/01/21 through 06/30/22	260	\$109,500.00
07/01/22 through 06/30/23	260	\$109,500.00
07/01/23 through 06/30/24	260	\$109,500.00
07/01/24 through 06/30/25	260	\$109,500.00

This annual salary shall be paid to the Superintendent on an equal installment basis during each year of such employment. The installment dates are to be commensurate with the installment payment dates applicable to other administrative employees of Western Wayne Schools. It is mutually agreed that the salary provisions of this Addendum and the additional provisions may be adjusted by mutual written consent of the parties at any time.

The Board agrees to, and shall, review the Superintendent's performance annually, in accordance with Indiana law. If the Superintendent is evaluated as either highly effective or effective and Western Wayne teachers or administrators receive a base pay increase or an annual stipend, then

the Superintendent shall also receive such an increase or stipend at the same time as that received by those employees. Any adjustment in salary made during the term of this Contract Addendum shall be in the form of an adjustment and shall become part of this Contract Addendum. The Board and Superintendent agree, however, that by adjusting the salary, the Board has not entered into a new Contract Addendum with Superintendent, nor will the expiration date be deemed to have been extended, unless agreed in writing by both Board and Superintendent.

3. **Annuity.** In addition to the annual salary, the Board shall make an annual contribution of five percent (5.0%) of the Superintendent's base salary to purchase a 403b/401a annuity plan. The annuity plan shall include provisions for pre-tax salary reduction contributions if the Superintendent so elects, but the Superintendent is not required to match the Board's contribution. The Superintendent shall have the authority to direct and determine the investments made in the annuity plan. Throughout this Addendum, all references to "annual" mean the then current school calendar contract year from July 1 through June 30 of the following year.
4. **Indiana State Teachers Retirement Fund.** The Board shall contribute three percent (3.0%) of the Superintendent's gross pay to the Indiana State Teachers Retirement Fund.
5. **Insurance.**
  - a) **Health Insurance.** The Board shall pay the cost of a family health insurance plan with a health savings account option. Additionally, the Board shall pay a salary stipend equal to the maximum annual IRS Contribution to a Health Savings Account. The Superintendent is then responsible for health savings account deposits up to the annual IRS maximum through payroll deduction.
  - b) **Dental and Vision Insurance.** The Board shall pay the cost of family dental and family vision insurance.
  - c) **Disability Insurance.** The Board shall pay the annual premium cost for long and short-term disability insurance for the Superintendent.
  - d) **Life Insurance.** The Board shall also provide the Superintendent, and pay for, a term life insurance policy with a minimum face value of \$100,000.
6. **Vehicle Allowance** The Board shall pay for and provide the Superintendent with a monthly automobile allowance of \$500 per month. Said allowance is intended to compensate the Superintendent for vehicle-related costs incurred in the performance of his duties as Superintendent for Western Wayne Schools. The Superintendent shall not be required to keep a mileage log or actual record of miles traveled or actual costs incurred.
7. **Cell Phone.** The Board shall pay for and provide the Superintendent with a monthly stipend of Eighty-Five Dollars (\$85.00) per month to reimburse the Superintendent for the use of his personal cellular telephone for Corporation purposes.
8. **Days of Work, Vacation, Sick, Personal, Holidays & Other Administrative Benefits.**

The Superintendent shall have the following:

  - a) **Work Days.** Two Hundred Sixty (260) days per school calendar year during the terms of this Contract Addendum.
  - b) **Hours.** The Superintendent's workday shall be eight (8) hours. The Superintendent shall have the option of adjusting his arrival and departure time.

- c) **Vacation Days.** Twenty (20) vacation days per school calendar year. Unused vacation days may be carried over to the following year, up to a maximum of forty (40) days.
- d) **Sick Days.** Fifteen (15) days for personal illness or family illness per school calendar year. Sick leave days and unused personal days may accumulate up to a maximum of One Hundred Eighty (180) days. The Superintendent shall retain all accumulated leave days.
- e) **Personal Days.** Five (5) personal days per school calendar year. If said personal days are not used for personal business during the school calendar year, said unused personal days shall be added to the total accumulated Sick Days as set forth above.
- f) **Holidays.** The same paid Holidays as all twelve (12) month employees each school calendar year as exist now or during the term of this Addendum.
- g) **Other Administrative Benefits.** The Superintendent shall have the same contract benefits as those provided in the Master Agreement with the Western Wayne Education Association (WWEA) and the Administrator's Contract Addendum when not outlined in this Addendum.

**9. Business and Professional Expenses.**

Board agrees to, and shall, reimburse the Superintendent for his dues expenditures incurred for regular membership in the Indiana Association of Public School Superintendents, the Indiana Association of School Business Officials and/or such other professional organizations as Superintendent shall elect. The Board shall also reimburse the Superintendent for expenses incurred in professional development activities as, from time to time, determined by the Superintendent. Appropriate reasonable and customary business and professional expenses shall include the cost of membership and participation in state and national professional associations of school administrators, community organizations and expenses related to the Superintendent's attendance at conferences and activities.

The Superintendent shall be permitted to annually attend one (1) national conference of education or school superintendents, which conference and lodging and travel expenses shall be paid by the Board.

**10. Duties of Superintendent.**

The Superintendent, in consideration of his employment and the salary and other sums and benefits to be provided to him by the Board, accepts said employment on the terms and conditions contained in this Addendum.

In consideration of the obligation and commitment of the parties, the Superintendent agrees to faithfully serve Western Wayne Schools as Superintendent of Western Wayne Schools 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.

The Superintendent agrees that at all times while he is employed pursuant to this Addendum, he will fully meet the qualifications for the position of superintendent as required by the Indiana Professional Standards Board, including maintaining his superintendent's administrative license.

- a) He will act, on a full time basis, as the Chief Executive Officer of the governing body of Western Wayne Schools.
- b) He will assume and faithfully perform all duties imposed upon the Superintendent of Schools applicable to the school corporation by the laws of the State of Indiana, the rules and regulations promulgated by the Board, by a Commission or other agency of the State of Indiana, and all other proper directives of the Board.

- c) The Superintendent agrees to, and shall, perform at a professional level of competency as required by this Addendum, state law, and the policies of the Board.
11. **Residence of Superintendent.** The Board recognizes the Superintendent's residence Outside of Wayne County and affirms the Superintendent's right under the Addendum and Indiana law to continue to live in his residence there.
12. **Outside Work Unrelated to Addendum.** The Board recognizes and agrees that the Superintendent may serve as an adjunct university professor, engage in consulting work, speaking engagements, writing, lecturing and other professional duties unrelated to the Superintendent's obligations under this Addendum ("Outside Work") only if such activities do not interfere with the Superintendent's performance in this position as Superintendent of Western Wayne Schools. Superintendent shall utilize vacation or personal business days for the performance of any Outside Work. Any fees, stipends or honoraria or publication rights and royalties arising from such activities shall be the property of the Superintendent. In no case will the Board be responsible for the payment of any expenses attendant to the Superintendent's performance of such Outside Work.
13. **Termination.** This Contract may be terminated at any time during the Contract Term for cause, as permitted by applicable law of the State of Indiana. Nothing contained herein shall impair the right of the Board to terminate this Addendum (and Regular Teachers' Contract upon which it is based) for cause under a statute that sets forth causes for dismissal of teachers pursuant to the terms, conditions and procedures set forth at IC 20-28-8-7 and elsewhere in the Indiana Code.
14. **Amendments.** Any of the provisions of this Addendum may be amended by the parties hereto in writing at any time during the term of this Contract if and when said parties mutually agree that any such amendments are necessary.
15. **Laws Governing Contract.** 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. If, during the terms of this Addendum, any specific clause or provision thereof is determined to be illegal or in conflict with state or federal 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.
16. **Professional Liability and Indemnity.** Consistent with the provisions of IC 20-26-5-4(17), the Board agrees that it shall provide the Superintendent with legal counsel selected and paid for by the Board and shall defend, hold harmless, and indemnify the Superintendent from any and all liability, cost or damage in connection with his performance, as well as from any demands, claims, suits, actions and legal proceedings brought against the Superintendent in either his official or individual capacity, provided that the Board determines by resolution that said incident or claim arose while the Superintendent was acting within the scope of his employment and was taken in good faith. The Board's obligations hereunder shall not extend to instances wherein such liability, costs or damages are predicated upon claims arising out of bad faith actions taken by the Superintendent or is a claim or judgment based upon the Superintendent's criminal malfeasance in office or employment. This clause shall not be read to require

provision of counsel to the Superintendent in any dispute to which Superintendent and the Board are adversaries.

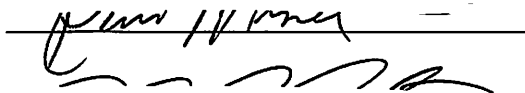
17. **Interpretation of Contract.** This Addendum shall be construed to be supplemental to and an addendum of that Regular Teacher’s Contract to which this agreement shall be affixed. A Regular Teacher’s Contract for the 2020-2021 school year, effective as of July 1, 2020 and ending June 30, 2021, shall be executed with this Addendum.

This Addendum is executed in duplicate on July 8, 2020 to be effective July 1, 2020. Each party shall have a signed copy of this Addendum.

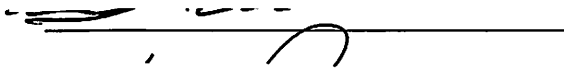
IN WITNESS WHEREOF, the parties have herein below set their signatures on this 8th day of July, 2020.

**WESTERN WAYNE SCHOOLS BOARD OF SCHOOL TRUSTEES**

**Kevin Munchel, President**



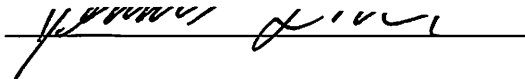
**Alan Austin, Vice President**



**Sarah Pennington, Secretary**



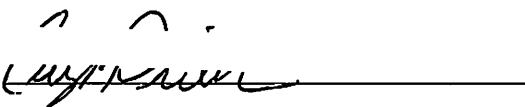
**Dennis Feller, Member**



**Phil Pflum, Member**



**George Philhower, Superintendent**



End of “Addendum to Regular Teacher’s Contract for Superintendent of Schools” consisting of Five (5) pages, dated July 8, 2020.