

**CONTRACT OF EMPLOYMENT  
BETWEEN  
FORT WAYNE COMMUNITY SCHOOLS  
AND  
DR. WENDY Y. ROBINSON**

This contract of employment (hereinafter "Agreement") is entered into by and between the Fort Wayne Community Schools, an Indiana consolidated school corporation, of Fort Wayne, Indiana, through its Governing Body acting in its official capacity pursuant to IC 20-26-5-4, (hereinafter "FWCS") and Dr. Wendy Y. Robinson of Fort Wayne, Indiana (hereinafter the "Superintendent") and collectively referred to herein as "Parties" which is intended to set forth the terms and conditions of the employment relationship between FWCS and the Superintendent.

WHEREAS, FWCS has offered to continue to employ the Superintendent as its Chief Executive and Administrative Officer upon the terms and conditions set forth herein; and,

WHEREAS, the Superintendent has accepted that continued employment upon the terms and conditions set forth herein; and,

WHEREAS, FWCS and the Superintendent have agreed to embody those terms and conditions in this Agreement for her employment.

WHEREAS, it is the intention of the Parties that this Agreement releases and discharges the other from any and all obligations arising out of any past agreement and/or addenda to any past agreement between them except as specifically set forth herein.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth FWCS and the Superintendent agree as follows:

1. Duties and Responsibilities. The Superintendent shall serve as the Chief Executive and Administrative Officer of the school corporation, and perform all the duties and

possess all the authority now or hereafter granted to her by the laws of the State of Indiana or by the job description currently in effect and attached as Exhibit A, and such additional duties and responsibilities to which the Board and Superintendent may hereafter agree. The Board shall, subject to and as established by law, determine the scope of the Superintendent's duties but shall endeavor to arrive at its determination through dialogue with the Superintendent. Matters brought to the attention of any member of the Board affecting the job or performance of the Superintendent shall promptly and confidentially be brought to the Superintendent by the President of the Board.

The Parties further agree that the division of responsibilities between the Board and its Superintendent shall be reviewed on a regular basis to ensure that the Board and the Superintendent understand the proper limits of the governance responsibility of the District.

2. Term of Employment. The Superintendent's employment as Superintendent, under the terms and conditions of this Agreement, shall be deemed to have begun on July 1, 2016, and conclude on June 30, 2019, unless terminated prior to that date as provided for herein. This Agreement may be renewed by mutual agreement in writing. The parties agree that there shall be no automatic renewals or extensions of this Agreement, by operation of law or otherwise, beyond June 30, 2019. Any renewals and extensions of this Agreement beyond June 30, 2019, must be in writing in a separate document and agreed to, and approved by, the FWCS at a public meeting.

3. Compensation and Benefits.

A. Base Salary. FWCS shall pay the Superintendent an annual base salary of Two Hundred Ten Thousand, One Hundred Sixty Four Dollars (\$210,164) retroactive to July 1, 2016, in twenty-six (26) equal installments. The Parties may adjust the Superintendent's annual base salary at the end of any contract year, to be effective for the following contract year, by mutual written consent as an amendment to this Agreement but this right to consent shall not give use to an expectation by either Party of the others

consent. Absent such mutual agreement, the Superintendent's annual base salary shall remain unchanged for the next contract year except as otherwise provided for herein.

B. Annuity. On or before August 1, 2016, and on or before each following August 1, as long as this Agreement is in effect, FWCS shall purchase an annuity or make a payment to another qualified investment vehicle owned and selected by the Superintendent in the amount of \$20,000 per year. In the event this annuity is terminated, or, in the event \$20,000 exceeds the amount which may be contributed without tax to the Superintendent, all monies in excess of that part which qualifies for the deferral shall be paid as salary to the Superintendent on the date on which said payments would otherwise be due.

C. Automobile Allowance. FWCS shall provide the Superintendent with a late model automobile for her business and personal use owned for leased by FWCS plus expenses for gasoline, insurance, maintenance and repairs during the term of this Agreement. At the termination of this Agreement, the Superintendent may purchase, or take over the lease for the provided vehicle providing there is no financial loss to FWCS by doing so.

D. Indiana Teachers' Retirement Fund. FWCS shall assume responsibility for, and make, the contribution to the Indiana State Teachers' Retirement Fund that would otherwise be required, by state law, to be paid by the Superintendent.

E. Reporting "Annual Compensation". All payments to the Superintendent falling within the definition of "annual compensation," as that term is defined in I.C. 5-10.2-4-3(c), or subsequent amendment, or replacement, to that statute, including but not necessarily limited to, the payments for Base Salary (Paragraph 3A) and Annuity (Paragraph 3B), provided for in this Agreement, which shall be included in the Superintendent's "annual compensation" reported to the Indiana State Teacher's Retirement Fund.

F. Benefits. Except as specified herein for vacation accruals, and except for any "Credit for Work Beyond Master's Degree," any "Additional Salary Allowance," and "Sabbatical Leave," the Superintendent shall receive all benefits provided all FWCS administrators on Administrative Salary Schedule I (for purposes of which the "salary base" as used therein refers to the Superintendent's "base salary") for a specific contract year.

G. Vacation Days. The Superintendent shall be entitled to carry-over up to fifteen (15) days of unused vacation leave during her employment with FWCS. Such accumulated vacation leave shall be carried over but only used during the subsequent year of employment. (The purpose of this provision is to make clear that any payment for unused vacation days upon the termination of the Agreement will be determined using the base pay for the preceding year.) In the event the Superintendent has unused accumulated vacation leave at the time her employment with FWCS terminates, she shall be paid at the rate of 1/260th of the applicable annual base salary for each day of unused accumulated vacation leave, up to a maximum of fifteen (15) days.

H. Technology Support. FWCS shall provide, and maintain for, the Superintendent such computer, communications, and technological resources and access necessary to perform her duties as Superintendent, including the ability to conduct both work and personal business at remote locations, and pay the reasonable and necessary monthly charges associated with the use of such resources. Upon termination of this Contract, the Superintendent may purchase, or take over the lease, of any such tangible or intangible property providing there is no financial loss to FWCS by doing so.

I. In addition to all other compensation and benefits provided to the Superintendent in this Agreement, FWCS: (1) ratifies its obligation to deposit "additional deferred compensation" as set forth in its previous contract with the Superintendent entered into on the 23<sup>rd</sup> day of November, 2009 and extended by mutual agreement of the parties, which provision obligates FWCS to deposit the sum of \$10,000 on each December 1<sup>st</sup> after the initial payment due on December 1st, 2012. It is the intent of the Parties that FWCS shall deposit the sum of \$10,000 due on December 1<sup>st</sup>, 2016

notwithstanding the effective date of this Agreement, which payment shall extinguish FWCS' obligations under that contract; (2) on December 15, 2017 and on December 15, 2018, FWCS shall deposit the sum of \$15,000 into a IRS Code Section 401(a) defined contribution plan ("Plan"), providing the Superintendent remains employed by FWCS as Superintendent on December 1<sup>st</sup> of those years. FWCS shall deposit the sum of \$7,500 into the Plan on or before July 15, 2019 providing the Superintendent remains employed as its Superintendent through the end of the term of this Agreement.

4. Outside Activities. The Superintendent, subject to the Board's rights set forth herein in Section 1, above, may undertake consulting work, speaking engagements, writing, lecturing, or any leadership duties or responsibilities related to any state or national educational, or professional organization or alliance, with or without remuneration, provided such activities do not interfere with the meeting of her responsibilities as Superintendent and with notice to the Board. If such activities are with remuneration, the Board shall not be obligated to pay associated expenses and such activities shall be scheduled on the Superintendent's vacation or personal days. The Superintendent shall notify the Board, annually in advance, in writing, of any anticipated outside activities for each school year governed by this Agreement.

5. Evaluation. It is the intent of the Parties that the Board shall annually evaluate the Superintendent based upon evaluation standards developed mutually by the Board and Superintendent, and upon any other goals or standards to which the Board and Superintendent may agree. The evaluation shall be confidential, discussed in executive session, and released to the public as the Board collectively and Superintendent may agree. The failure of the Parties to perform an annual evaluation shall not be deemed a breach of this Agreement.

6. Professional Liability. FWCS shall indemnify and hold the Superintendent harmless from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in her individual or official capacity as an agent or employee of FWCS, in connection with any matter arising while she was acting within the scope of her employment, to the fullest extent permitted by Indiana law.

7. Early Termination:

A. *Early Termination by Mutual Consent:* The parties may terminate this Agreement on any date during the term of this Agreement by mutual consent in writing.

B. *Early Termination upon the Superintendent's Death or Loss of License:* This Agreement shall terminate without action of the parties upon the occurrence of the Superintendent's death or the revocation, expiration, or loss of the Superintendent's Indiana superintendent's license.

C. *Early Termination by FWCS upon the Superintendent's Total Disability or for Cause:* At any time prior to the expiration date of this Agreement, the Board may terminate this Agreement:

- i. Upon the Superintendent's Total Disability: Upon a finding that the Superintendent has been unable, by reason of sickness or other disability, to discharge the duties and responsibilities of her position for a period of two (2) consecutive months; or,
- ii. Upon a finding that the Superintendent is guilty of insubordination, immorality, incompetency or neglect of duty, or for other good and just cause, sufficient to justify dismissal in accordance with the hearing procedures set forth in this subparagraph C.

In the event that the Board desires to exercise its rights to terminate this Agreement under this subparagraph C, the Superintendent shall be entitled to all the procedural rights guaranteed a permanent teacher under the laws of the State of Indiana, except that the hearing shall take place before an impartial third party selected by mutual agreement of the parties, or, in the absence of such agreement, according to the rules and procedures of the American Arbitration Association. Charges against the Superintendent may only be brought by the Board in writing.

8. Entire Agreement/Amendment. This Agreement, together with the regular teacher's contract between the parties, constitutes the entire agreement between the parties and replaces and supersedes all prior understandings, agreements, contracts, and addenda. To be

valid, any amendment to this Agreement must be in writing and have been approved by the Board at a public meeting. This Agreement is intended by the Parties to extinguish any and all obligations between them from any prior agreements or addenda to those agreements.

9. Savings Clause. If, during the term of this Agreement, it is found that a specific clause of the Agreement is illegal under federal or state law, the remainder of the Agreement, not affected by such a ruling, shall remain in force.

10. Conflict Resolution. The Board and Superintendent agree that in the event a dispute should arise with respect to the interpretation of the terms of this Agreement, they will submit the dispute to binding arbitration under the rules established by the American Arbitration Association. Nothing contained herein shall be deemed a forfeiture of any rights conferred to the Superintendent by virtue of her contract as a teacher in the State of Indiana.

11. Recitals as Substantive Provisions. The Parties intend that the Recitals to the Agreement be incorporated herein as substantive provisions to their Agreement.

12. Applicable Law. The laws of the State of Indiana shall govern this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, FWCS, by its duly constituted officers and Board members, and the Superintendent, have executed this Agreement, this 21<sup>st</sup> day of December, 2016.

Gwendolyn Robinson  
Superintendent

Fort Wayne Community Schools

By:

Mark R. ...  
Paul ...  
...  
...  
Seahy Hill



**EXTENSION OF CONTRACT OF EMPLOYMENT  
BETWEEN  
FORT WAYNE COMMUNITY SCHOOLS  
AND  
DR. WENDY Y. ROBINSON**

This extension of contract of employment (hereinafter "Extension") is entered into by and between the Fort Wayne Community Schools, an Indiana consolidated school corporation, of Fort Wayne, Indiana, through its Governing Body acting in its official capacity pursuant to IC 20-26-5-4, (hereinafter "FWCS") and Dr. Wendy Y. Robinson of Fort Wayne, Indiana (hereinafter the "Superintendent") and collectively referred to herein as "Parties" which is intended to set forth the terms and conditions of the employment relationship between FWCS and the Superintendent.

WHEREAS, on the 21<sup>st</sup> day of December, 2016, FWCS and the Superintendent entered into a Contract of Employment Between Fort Wayne Community Schools and Dr. Wendy Y. Robinson (hereinafter "Agreement"); and,

WHEREAS, FWCS and the Superintendent have agreed to an extension of the term of employment of the Superintendent under the Agreement; and,

WHEREAS, FWCS and the Superintendent have agreed to embody the terms and conditions in this Extension for her employment.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth and the terms of the Agreement, FWCS and the Superintendent agree as follows:

1. Reaffirmation of Agreement. All of the terms and obligations contained in the Agreement, as modified herein, shall remain in full force and effect. FWCS and the Superintendent hereby ratify, confirm and reaffirm the Agreement in its entirety except as expressly provided herein.

2. Term of Employment. The Superintendent's employment as Superintendent under the terms and conditions of the Agreement and this Extension, shall be deemed to have begun on July 1, 2016, and conclude on June 30, 2020, unless terminated prior to that date as provided for in the Agreement. The Agreement and this Extension may be renewed by mutual agreement in writing. The parties agree that there shall be no automatic renewals or extensions of the Agreement and this Extension, by operation of law or otherwise, beyond June 30,

2020. Any renewals and extensions of the Agreement and this Extension beyond June 30, 2020, must be in writing in a separate document and agreed to, and approved by, FWCS at a public meeting.

3. Compensation and Benefits. In addition to all other compensation and benefits provided to the Superintendent in the Agreement and this Extension, FWCS ratifies its obligation to deposit “additional deferred compensation” as set forth in Section 3(I) of the Agreement. FWCS shall deposit the sum of \$7,500.00 into a IRS Code Section 401(a) defined contribution plan (“Plan”) on December 1, 2019, provided that the Superintendent remains employed as Superintendent on December 1, 2019. FWCS shall deposit the sum of \$7,500.00 into the Plan on or before July 15, 2020, provided that the Superintendent remains employed as Superintendent through the end of the term of the Agreement and this Extension.

4. Entire Agreement/Amendment. The Agreement and this Extension, together with the regular teacher’s contract between the Parties, constitutes the entire agreement between the Parties and replaces and supersedes all prior understandings, agreements, contracts and addenda. To be valid, any amendment to the Agreement and this Extension must be in writing and have been approved by the Board at a public hearing. The Agreement and this Extension is intended by the parties to extinguish any and all obligations between them from any prior agreements or addenda to those agreements.

5. Savings Clause. If, during the term of the Agreement and this Extension, it is found that a specific clause of the Agreement or this Extension is illegal under Federal or State law, the remainder of the Agreement and this Extension, not affected by such a ruling, shall remain in force.

6. Conflict Resolution. The Board and the Superintendent agree that in the event a dispute should arise with respect to the interpretation of the terms of the Agreement or this Extension, they will submit the dispute to binding arbitration under the rules established by the American Arbitration Association. Nothing contained herein shall be deemed a forfeiture of any rights conferred to the Superintendent by virtue of her contract as a teacher in the State of Indiana.

7. Recitals as Substantive Provisions. The Parties intend that the Recitals to the Agreement and this Extension be incorporated herein as substantive provisions to the Agreement and this Extension.

8. Applicable Law. The laws of the State of Indiana shall govern the Agreement and this Extension.

IN WITNESS WHEREOF, FWCS, by its duly constituted officers and Board members, and the Superintendent, have executed this Extension on the 18<sup>th</sup> day of December, 2017.

Rendy Robinson  
Superintendent

Fort Wayne Community Schools

By:

Julie Hollingsworth

President  
Julie Hollingsworth

Stephen Corona

Vice President  
Stephen Corona

Anne Duff

Secretary  
Anne Duff

Member  
Glenna Jehl

Absent

Member  
Jordan Lebamoff

Maria Norman

Member  
Maria Norman

Tom Smith

Member  
Tom Smith

