

**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 (hereinafter "FWCS") and Dr. Wendy Y. Robinson of Fort Wayne, Indiana (hereinafter the "Superintendent") and 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 contract of employment.

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, or inherent in either of the above, and such additional duties and responsibilities to which the Board and Superintendent may hereafter agree. The Board shall not, during the life of this Agreement, substantially diminish those duties and responsibilities without mutual consent. 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 an Indiana public school board and its superintendent, as outlined and provided for in the Code of Board Member Ethics of the Indiana School Boards' Association, shall guide them in defining their respective roles in the governance of FWCS.

2. Term of Employment. The Superintendent's employment as Superintendent, under the terms and conditions of this Agreement, shall begin on July 1, 2009 and conclude on June 30, 2014, unless terminated prior to that date as provided for herein. The Superintendent's employment shall be renewed for an additional two year term unless notice is given to the Superintendent of non-renewal by December 31, 2013. The Superintendent's employment shall be renewed for successive one year terms unless notice is given to Superintendent of non-renewal by December 31, 2015, or any December 31 thereafter except as hereafter provided.

3. Compensation and Benefits.

A. Base Salary. FWCS shall pay the Superintendent an annual base salary of \$174,502, beginning July 1, 2009, 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. Absent such mutual agreement, the Superintendent's annual base salary shall remain unchanged for the next contract year.

B. Annuity. On or before August 1, 2009, 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 or leased by FWCS plus expenses for gasoline, insurance, maintenance and repairs during the term of this Agreement. In any contract year after July 1, 2011, at the Superintendent's option, FWCS shall, in lieu of providing the Superintendent with a FWCS-owned-or-leased automobile and paying all expenses related to said automobile, pay the Superintendent an Automobile Expense Allowance, as additional salary, for the use of her private automobile in traveling in the performance of her duties as Superintendent. Said Automobile Expense Allowance, if elected by the Superintendent, shall be paid monthly and calculated as follows:  $1.2 \times \text{Prior Year Superintendent Vehicle Cost to FWCS} / 12$ . Once the Superintendent elects the Automobile Expense Allowance option, FWCS shall no longer be responsible for providing the Superintendent an automobile or paying expenses for gasoline, insurance, maintenance and repairs during the term of this Agreement. In addition, once the Superintendent elects the Automobile Expense Allowance option, FWCS shall not be obligated to pay the Superintendent any mileage reimbursement for use of her private automobile in traveling in the performance of her duties as Superintendent. At the termination of this Agreement, or in the event the Superintendent elects to receive an Automobile Expense Allowance in lieu of a FWCS-provided automobile, the Superintendent may purchase, or take over the lease for, any FWCS-provided automobile, providing there is no financial loss to FWCS by doing so.

D. Indiana Teachers' Retirement Fund. FWCS shall also 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), Annuity (Paragraph 3B), and, any Automobile Allowance (Paragraph 3C) provided for in this Agreement, 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. The Superintendent shall be entitled to carry-over up to fifteen days of unused vacation leave during the period of her employment with FWCS. Such accumulated vacation leave shall be carried over and may be used during any subsequent year of employment. 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 her then current annual base salary for each day of unused accumulated vacation leave, up to a maximum of fifteen days. In the event the Superintendent has unused accumulated vacation leave as of July 1, 2009 in excess of fifteen days, she shall be paid at the rate of 1/260th of her then current annual base salary for each day of unused accumulated vacation leave, in excess of fifteen days, no later than January 31, 2010.

G. 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.

H. Additional Deferred Compensation. In addition to all other compensation and benefits provided to the Superintendent pursuant to this Agreement, FWCS shall on December 1, 2012, deposit \$20,000 and on each December 1 thereafter deposit \$10,000 during the term of this Agreement or renewal thereof, into a Code Section 401(a) defined contribution plan. The Board's non-elective contributions made pursuant to this Paragraph shall vest in the Superintendent only if the Superintendent remains employed with FWCS, as Superintendent, through June 30, 2014, or if this Agreement is earlier terminated due to the death or disability of the Superintendent.

4. Outside Activities. The Superintendent 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. If such activities are with remuneration, the Board shall not be obligated to pay associated expenses. 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. The Board shall annually evaluate the Superintendent based upon national superintendent 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.

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 twelve (12) 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 FWCS Board at a public meeting.

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

IN WITNESS WHEREOF, FWCS, by its duly constituted officers and Board members, and the Superintendent, have executed this Agreement, this 23 day of November, 2009.

Kendry Robinson  
Superintendent

Fort Wayne Community Schools

By:

[Signature]  
Tom D. Brown  
Mark A. Stuchlik  
J. Michelle Stuppard  
Berley Heie  
Pamela Martin-Diaz  
Steve Cronn

**CONTRACT OF EMPLOYMENT  
BETWEEN  
FORT WAYNE COMMUNITY SCHOOLS  
AND  
DR. WENDY Y. ROBINSON  
(DATED NOVEMBER 23, 2009)  
Amendment No. 1**

Paragraph 3A of the CONTRACT OF EMPLOYMENT between FORT WAYNE COMMUNITY SCHOOLS ("FWCS") and DR. WENDY Y. ROBINSON ("Superintendent"), dated November 23, 2009, is amended to read, effective June 30, 2011:

"3. Compensation and Benefits.


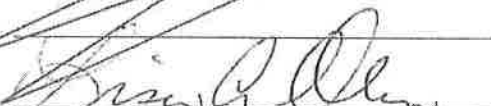
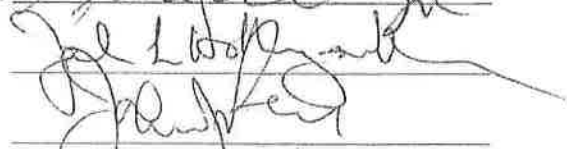
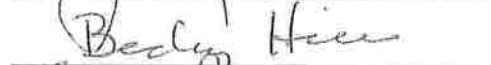
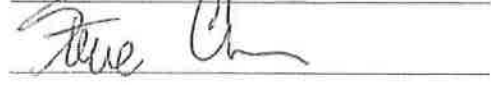

A. Base Salary. FWCS shall pay the Superintendent an annual base salary of \$174,502, beginning July 1, 2009, in twenty-six (26) equal installments. The parties may adjust the Superintendent's annual base salary within ninety (90) days after the end of any contract year, to be effective for the following contract year, by mutual written consent as an amendment to this Agreement. Absent such mutual agreement, the Superintendent's annual base salary shall remain unchanged for the next contract year."

IN WITNESS WHEREOF, FWCS, by its duly constituted officers and Board members, and the Superintendent, have executed this Amendment No. 1, this 8<sup>th</sup> day of August, 2011.

  
Superintendent

Fort Wayne Community Schools

By:

**CONTRACT OF EMPLOYMENT  
BETWEEN  
FORT WAYNE COMMUNITY SCHOOLS  
AND  
DR. WENDY Y. ROBINSON  
(DATED NOVEMBER 23, 2009)  
Amendment No. 2**

Paragraph 3A of the CONTRACT OF EMPLOYMENT between FORT WAYNE COMMUNITY SCHOOLS ("FWCS") and DR. WENDY Y. ROBINSON ("Superintendent"), dated November 23, 2009, is amended to read:


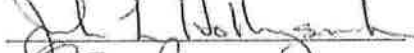
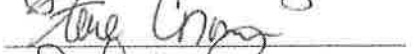

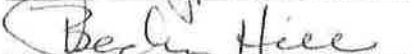

"3. Compensation and Benefits.

A. Base Salary/Performance Bonus. FWCS shall pay the Superintendent an annual base salary of \$180,000, beginning July 1, 2011, in twenty-six (26) equal installments. The parties may adjust the Superintendent's annual base salary, to be effective for the following contract year, and establish a one-time, lump-sum performance bonus payment, within ninety (90) days after the end of any contract year, by mutual written consent as an amendment to this Agreement. Absent such mutual agreement, the Superintendent's annual base salary shall remain unchanged for the next contract year. Any performance bonus payment for the school year 2011-12 and thereafter shall be based on the Superintendent Evaluation Plan to be adopted in October, 2011, as amended. In addition, FWCS shall pay the Superintendent a one-time, lump-sum performance bonus payment, based on the Superintendent's performance during the 2010-11 school year, in the gross amount of \$15,000, subject to standard federal and state withholdings, on or before October 15, 2011."

IN WITNESS WHEREOF, FWCS, by its duly constituted officers and Board members, and the Superintendent, have executed this Amendment No. 2, effective the 26th day of September, 2011.

  
Superintendent

Fort Wayne Community Schools

By:   
  
  
  
  



**CONTRACT OF EMPLOYMENT  
BETWEEN  
FORT WAYNE COMMUNITY SCHOOLS  
AND  
DR. WENDY Y. ROBINSON  
(DATED NOVEMBER 23, 2009)  
Amendment No. 3**

Paragraph 3A of the CONTRACT OF EMPLOYMENT between FORT WAYNE COMMUNITY SCHOOLS ("FWCS") and DR. WENDY Y. ROBINSON ("Superintendent"), dated November 23, 2009, is amended to read:

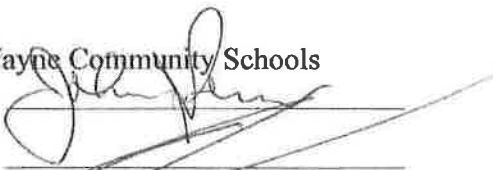
"3. Compensation and Benefits.

A. Base Salary/Performance Bonus. FWCS shall pay the Superintendent an annual base salary of \$180,000, beginning July 1, 2012, in twenty-six (26) equal installments. The parties may adjust the Superintendent's annual base salary, to be effective for the following contract year, and establish a one-time, lump-sum performance bonus payment, within ninety (90) days after the end of any contract year, by mutual written consent as an amendment to this Agreement. Absent such mutual agreement, the Superintendent's annual base salary shall remain unchanged for the next contract year. Any performance bonus payment for the school year 2012-13 and thereafter shall be based on the Superintendent Evaluation Plan adopted June 11, 2012, as amended. In addition, FWCS shall pay the Superintendent a one-time, lump-sum performance bonus payment, based on the Superintendent's performance during the 2011-12 school year, in the gross amount of \$9,450, subject to standard federal and state withholdings, on or before December 15, 2012."

IN WITNESS WHEREOF, FWCS, by its duly constituted officers and Board members, and the Superintendent, have executed this Amendment No. 3, effective the 26th day of November, 2012.

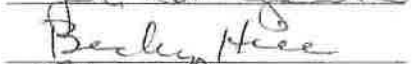
  
Superintendent

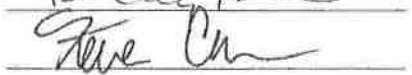
Fort Wayne Community Schools  
By:













**CONTRACT OF EMPLOYMENT  
BETWEEN  
FORT WAYNE COMMUNITY SCHOOLS  
AND  
DR. WENDY Y. ROBINSON  
(DATED NOVEMBER 23, 2009)  
Amendment No. 4**

Paragraph 3A of the CONTRACT OF EMPLOYMENT between FORT WAYNE COMMUNITY SCHOOLS ("FWCS") and DR. WENDY Y. ROBINSON ("Superintendent"), dated November 23, 2009, is amended to read:

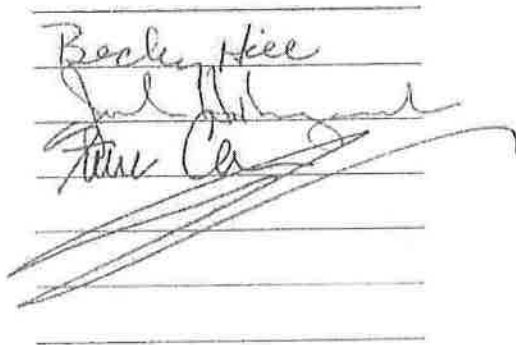
**"3. Compensation and Benefits.**

A. Base Salary/Performance Bonus. FWCS shall pay the Superintendent an annual base salary of \$192,150, beginning July 1, 2013, in twenty-six (26) equal installments. The parties may adjust the Superintendent's annual base salary, to be effective for the following contract year, and establish a one-time, lump-sum performance bonus payment, within ninety (90) days after the end of any contract year, by mutual written consent as an amendment to this Agreement. Absent such mutual agreement, the Superintendent's annual base salary shall remain unchanged for the next contract year. Any performance bonus payment for the school year 2013-14 and thereafter shall be based on the Superintendent Evaluation Plan adopted June 11, 2012, as amended. In addition, FWCS shall pay the Superintendent a one-time, lump-sum performance bonus payment, based on the Superintendent's performance during the 2012-13 school year, in the gross amount of \$9,000, subject to standard federal and state withholdings, on or before October 15, 2013." \*

IN WITNESS WHEREOF, FWCS, by its duly constituted officers and Board members, and the Superintendent, have executed this Amendment No. 4, effective the 23rd day of September, 2013.

  
Superintendent

Fort Wayne Community Schools  
By:




CONTRACT OF EMPLOYMENT  
BETWEEN  
FORT WAYNE COMMUNITY SCHOOLS  
AND  
DR. WENDY Y. ROBINSON  
(DATED NOVEMBER 23, 2009)  
Amendment No. 5

Paragraph 3A of the CONTRACT OF EMPLOYMENT between FORT WAYNE COMMUNITY SCHOOLS ("FWCS") and DR. WENDY Y. ROBINSON ("Superintendent"), dated November 23, 2009, is amended to read:

"3. Compensation and Benefits.


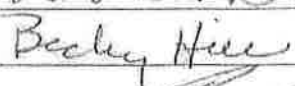

A. Base Salary/Performance Bonus. FWCS shall pay the Superintendent an annual base salary of \$210,164, beginning July 1, 2014, in twenty-six (26) equal installments. The parties may adjust the Superintendent's annual base salary, to be effective for the following contract year, and establish a one-time, lump-sum performance bonus payment, within ninety (90) days after the end of any contract year, by mutual written consent as an amendment to this Agreement. Absent such mutual agreement, the Superintendent's annual base salary shall remain unchanged for the next contract year. Any performance bonus payment for the school year 2014-15 and thereafter shall be based on the Superintendent Evaluation Plan adopted June 11, 2012, as amended. In addition, FWCS shall pay the Superintendent a one-time, lump-sum performance bonus payment, based on the Superintendent's performance during the 2013-14 school year, in the gross amount of \$12,489.75, subject to standard federal and state withholdings, on or before October 15, 2014."

IN WITNESS WHEREOF, FWCS, by its duly constituted officers and Board members, and the Superintendent, have executed this Amendment No. 5, effective the 13<sup>th</sup> day of October, 2014.

  
Superintendent

Fort Wayne Community Schools

By:

  
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