

Addendum to Regular Teacher's Contract for Superintendent

By mutual consent of the parties, in the manner permitted by Ind. Code 20-28-8-6, this Agreement (hereafter "Contract") alters the basic teacher contract for the employment of Wayne Barker as Superintendent by Northwest Allen County Schools (the "School District")

Recitals

- A. The School District desires to obtain the knowledge and experience of Superintendent and to employ him as Superintendent of the School District.
- B. The School District desires to secure the services of Superintendent, and Superintendent desires to be employed by the School District.
- C. The School District and Superintendent desire to enter into and to reduce to writing the terms of Superintendent's employment by the School District in accordance with Indiana statute, such terms to include, supplement, and modify, where applicable, the Regular Teacher's Contract entered into by the School District and Superintendent, as prescribed by Ind. Code 20-28-8-6.

NOW, THEREFORE, in consideration of the matters set forth in these Recitals and of the mutual promises hereinafter set forth, it is agreed as follows:

ARTICLE I

Parties to Contract/Definition of Terms

- A. "Superintendent," which means: Wayne Barker;
- B. "Board," which means the Board of School Trustees acting as the governing body of Northwest Allen County Schools;
- C. "School year" as used in this Contract means a period beginning on July 1 of one calendar year and concluding on June 30 of the following calendar year; and
- D. "School District" as used in this Contract means Northwest Allen County Schools, an Indiana public school corporation organized as a community school corporation under the laws of the State of Indiana.

ARTICLE II

Terms of Employment and Extension

- A. The School District employs the Superintendent, and the Superintendent agrees to be employed by the School District as the chief executive officer of the School District for an initial period beginning on July 1, 2022 and concluding on June 30, 2025, pursuant to the terms and condition of this Contract ("Contract Term"). The

Superintendent shall provide services on two hundred and sixty (260) days during each full school year. These working days shall be scheduled and worked in accordance with a written schedule of working days established by the Superintendent so as to ensure the full and competent performance of the duties established in Article 3 of this Contract. The Superintendent shall submit a written document complying with this requirement to the Board in June of each school year for the following school year.

- B. The parties agree that the term of this Contract may be extended one (1) additional school year on July 1, 2023, and then on each July 1 thereafter unless either party gives the other notice on or before the preceding December 30th to cancel the one (1) school year extension. The annual one (1) school year extension may be canceled by the Board in its sole discretion, with or without cause. All provisions other than the length of this Contract shall remain the same upon extension by operation of this Paragraph unless the parties specifically agree in writing to the modification of a term in addition to the modification of the length of this Contract. However, this Contract may be extended no more than five (5) years beyond the initial ending date of June 30, 2025.

ARTICLE III

Duties of the Superintendent & Evaluation

- A. Superintendent specifically agrees to perform his duties at a competent and professional level as required by contract, state law, and the policies established and adopted by the Board. The Superintendent agrees that at all times while he is employed pursuant to this Contract, he will fully meet the minimum qualifications for the position of Superintendent as required by the Indiana Professional Standards Board. These qualification standards include maintaining the license from the Division of Professional Standards of the Indiana Department of Education required for the position of Superintendent. A failure to maintain such a license shall result in the cancellation of this Contract pursuant to Article VI (A) of this Contract.
- B. The Board shall conduct an annual evaluation of Superintendent on performance as superintendent of schools no less than thirty (30) days before the commencement of a new school year and in sufficient time to evaluate the statutory requirement for considering any contract increases in base salary. In addition, the Board shall conduct interim evaluations of the Superintendent's job performance in September, December, and March each year.
- C. The Superintendent is generally expected to devote full attention to the Superintendent's duties to the School District and the Board pursuant to this Contract. However, 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 Superintendent's responsibilities under this Contract.

ARTICLE IV
Salary and Benefits

As consideration for the performance of the duties of the position of Superintendent and meeting the qualifications established in this Contract, the Board agrees that the Superintendent shall receive the following:

A. Base Salary

1. The Superintendent shall be compensated on an annualized base salary in the gross amount of \$189,500.00, which shall be paid in equal installments, minus all applicable withholdings and deductions.
2. Increases in Base Salary shall be approved by the Board retroactive to the beginning of the school year for which the increase is applicable. Beginning July 1, 2023, if the Superintendent receives a rating of “Effective” or “Highly Effective” on his annual evaluation for the prior school year, the Superintendent shall receive an increase in his annualized base salary in the gross amount of \$7,500.
3. Any adjustment in base salary under this Paragraph shall constitute an amendment to this Contract and shall become a part thereof but shall not be considered a new agreement or an extension of the Contract.

B. Standard Fringe Benefits For Administrators

Unless stated otherwise in this Agreement, the Superintendent will receive the fringe benefits set forth in the Employment Administrative Guidelines for Administrators, Curriculum Coordinators, and Deans (the “Guidelines”), as amended by the Board from time to time. To the extent there is a conflict between the terms of this Agreement and the Guidelines, the terms of this Agreement shall control.

C. Moving Expenses

The Board will reimburse the Superintendent for up to \$10,000 of expenses he incurs in moving to the School District. To receive this reimbursement, the Superintendent must submit to the Board appropriate receipts documenting the expenses at issue.

D. Term Life Insurance

During the term of the Agreement, the Board will provide the Superintendent term life insurance through its group plan with a benefit amount of \$200,000. Except for this increased benefit amount, this benefit will be governed by the language set forth in the Guidelines.

E. Automobile Allowance

The Board shall provide the Superintendent a monthly automobile allowance in the amount of eight hundred fifty dollars (\$850.00), minus all applicable withholdings and taxes. The Board will pay the Superintendent this monthly allowance in lieu of in-district or out-of-district mileage reimbursement.

F. Meal and Meeting Expenses

The Board will reimburse the Superintendent for all reasonable expenses (other than mileage) incurred in connection with the performance of his duties as superintendent, e.g., In-District and Out-of-District Meals related to community engagement activities; lodging Out-of-District when representing the School District; and other miscellaneous expenses. All such payments shall be made monthly or as periodically filed on a form approved by the State Board of Accounts.

G. Dues/Membership Fees for Professional and Service Organizations

The Board will reimburse the Superintendent for the cost of three (3) memberships in any state, regional, or national professional association selected by the Superintendent during the term of this contract. Notwithstanding, the cost of any such membership and the nature of any such association must be reasonable in the sole discretion of the Board.

H. State and National Conference Participation.

The Board agrees to pay all reasonable expenses for the Superintendent to attend state conferences, national conferences, regional conferences, workshops, and superintendent study groups to enhance his knowledge and professional skills during the term of this contract. Notwithstanding, the cost of any such expenses and the nature of any such conferences, workshops, and superintendent study groups must be reasonable in the sole discretion of the Board.

I. Retirement Plans

The Superintendent shall immediately vest in the School District's 401(a) plan and accumulated sick leave benefit set forth in the Guidelines.

ARTICLE V
Regular Teacher's Contract

In accordance with applicable Indiana authority, the School District and Superintendent hereby incorporate by reference all the provisions of the Regular Teacher's Contract, as executed by Superintendent and School District on the official form prescribed by the State of Indiana, for each applicable school year, setting forth the salary and schedule of installment payments for Superintendent for that school year, except those provisions which are not applicable to persons employed as Superintendent of a school corporation and except as modified in this Contract.

ARTICLE VI
Termination of Contract

A. Termination of Contract

This Contract may be terminated pursuant to Ind. Code 20-28-8-7, as follows:

- a. On any date, if the Board of School Trustees and the Superintendent mutually consent;
- b. Before the expiration date set forth in the Contract, if the Board terminates the contract for cause under a statute that sets forth causes for dismissal of teachers; or
- c. Upon the expiration of Contract.

ARTICLE VII
Defense and Indemnification

The School District shall defend, indemnify, and hold Superintendent harmless from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an agent or employee of the School District, in connection with any matter arising while the Superintendent was acting in good faith and within the scope of the Superintendent's employment, to the extent permitted by Indiana law. The defense and indemnification provisions contained in this Article VII shall not apply to any demand, claim, suit, action or legal proceeding initiated by the Superintendent, the School District, or the Board related to any contest or dispute between the Superintendent and the School District or the Board with respect to this Contract or Superintendent's employment hereunder, or to a proceeding to cancel the Superintendent's license from the Professional Standards Board of the Indiana Department of Education.

This Article shall not require but shall not prevent the Board from assuming, paying, or re-paying the costs of the defense of a state or federal criminal charge against the Superintendent or a proceeding to revoke the Superintendent's license from the Indiana

Professional Standard's Board if there is a dismissal of the charges or there is a finding in the Superintendent's favor.

ARTICLE VIII
Entire Agreement

The parties agree that each has had the opportunity to obtain the assistance of counsel in the process of negotiating and preparing the terms of this Contract, has had sufficient time to consider and understand the terms of this Contract, and that this Contract therefore contains all the agreed terms of employment of the Superintendent by the Board and will not be modified except in a written document making specific reference to this Contract and the specific provision to be modified. A modification to this Contract shall be approved by both parties in the same manner that this Contract was approved. To the extent that this Contract is inconsistent with the Superintendent's basic teacher contract, a prior Contract between the parties, or any other policy or benefit schedule of the Board, the terms of this Contract shall control.

ARTICLE IX
Contract as a Public Record

The parties agree that this Contract is a public record under the Indiana Public Records Law, Indiana Code 5-14-3-1 *et seq.*, and Indiana Code 20-28-6-2 pertaining to teacher contracts generally.

ARTICLE X
Drafting and Construction of Contract

For purposes of the construction and interpretation of this Contract, both parties participated in the drafting of this Contract and neither party shall be considered the drafter of this Contract, or any particular language contained in this Contract. 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 Contract shall not be affected and shall remain in full force and effect.

ARTICLE XI
Governing Law

The parties agree that this Contract shall be interpreted and governed by the laws of the State of Indiana.

ARTICLE XII
Notices

Any notice given pursuant to any provision of this Contract shall be in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid to the party's address specified herein, or to

the address that a party has notified to be that party's address for the purposes of this section. A notice given under this Contract will be effective on the other party's receipt of it, or if mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it. The following contact information is to be utilized for purposes of this Section:

To School District/Board:

Personal and Confidential

ATTN: Board President
c/o Northwest Allen County Schools
13119 Coldwater Road
Fort Wayne, IN 46845

and

To Superintendent:

Personal and Confidential

Either party may, by giving written notice to the other party, change the address to which notice shall thereafter be sent.

ARTICLE XIII
Miscellaneous

The waiver by any of the parties hereto of a breach by any of the parties hereto shall not be a waiver by the non-breaching party of any subsequent breach of the breaching party. Moreover, the parties agree that each and every paragraph, sentence, term, and provision of this Contract shall be considered severable and that, in the event a court finds any paragraph, sentence, term, or provision to be invalid or unenforceable, the validity, enforceability, operation, or effect of the remaining paragraphs, sentences, terms or provisions shall not be affected, and this Contract shall be construed in all respects as if the invalid or unenforceable matter had been omitted.

(SIGNATURE PAGE TO FOLLOW)

Agreed this 7th day of June, 2022.

Superintendent

By: Wayne Barker
Wayne Barker

Board of School Trustees

By: Ronald D. Felger
Ronald Felger, Board President

attest: Kent Somers
Kent Somers, Board Vice-President