

Addendum to Teacher Contract

School City of Mishawaka

Superintendent of Schools

THIS CONTRACT of employment Addendum (hereinafter “Contract”) is attached to and made a part of the regular Teacher’s Contract of Wayne Barker as Superintendent of Schools by the Board of School Trustees of the School City of Mishawaka (hereinafter called the “Corporation”) by consent of the parties in the manner permitted by Indiana Code 20-28-8-6.

1. Parties to this Contract:

The parties to this contract are the:

- A. “Superintendent of Schools” meaning Wayne Barker; and
- B. “Board” meaning the Board of School Trustees acting as the Governing Body of the School City of Mishawaka.
- C. The term of this Addendum to Teacher Contract is for three (3) years as allowed by Indiana Code 20-28-8-6. The Contract and Addendum begin on July 1, 2019 and ends on June 30, 2022.
- D. The term “Contract Year” as used in this contract means a period beginning on July 1, 2019 and concluding on June 30, 2020.

2. Employment of Superintendent of Schools and Terms of Employment

- A. The Board employs the Superintendent of Schools and the Superintendent of Schools agrees to be employed by the Board as the Chief Executive Officer and Chief School Administrator for the School City of Mishawaka (“School Corporation”) for the period of July 1, 2019 and concluding on June 30, 2022, subject to the terms of this contract.
- B. This Contract shall automatically be extended one additional year on June 30, 2020, unless the Board gives the Superintendent written notice on or before June 15, 2020 that the Board does not agree to the extension of this Contract. Thereafter, this Contract shall automatically be extended one additional year on June 30 of each succeeding year as permitted by law, unless the Board gives written notice on or before the immediately preceding January 2 that the Board does not agree to the extension of this Contract. The parties agree that this results in a continuous three (3) school year contract

unless the Board gives the Superintendent timely notice pursuant to this section. Salary increases after the first year of the contract will be calculated at the Board's discretion based upon the annual evaluated performance of the Administrator to be Effective or Highly Effective as determined by the Board of School Trustees.

- C. The parties agree that the Superintendent of Schools shall provide services on 261 days during the term of this contract. These work days shall be provided in accordance with a schedule of work days established by the Superintendent of Schools and approved by the Board of School Trustees so as to ensure the full and competent performance of the duties outlined in Item 3 of this contract.
- D. The two-hundred and sixty-one (261) work days shall include PTO (Personal Time Off) pursuant to Item 5-J of this contract and any other paid leave pursuant to Items 5-H, 5-J, 5-K, 5-M and 5-P. The Superintendent of Schools shall devote his full-time attention and energy to the business of the School Corporation.
- E. The Superintendent of Schools is encouraged to be engaged in the Mishawaka community on Boards and Initiatives that contribute to a collective impact in the community.
- F. The Superintendent of Schools is a Teacher/Superintendent duly licensed by the Indiana Department of Education as follows:

License No: 1137517

School Personnel Number (SPN): 10074821

Highest Degree Earned: Specialist

Kind and Grade: Superintendent

Date of Issue: 7/29/2014

Date of Expiration: 7/29/2024

3. Duties of Superintendent of Schools

- A. The Superintendent of Schools is responsible for and shall perform those functions as specified in the Job Description, Board Policies and Procedures for the position for which the Superintendent of Schools is employed.
- B. The Superintendent of Schools shall be responsible to, and shall be subject to, the direct supervision and evaluation of the Board.
- C. The Superintendent of Schools is also responsible for complying with all directives of the Board, which are authorized by official Board action.

D. During the term of this contract, the Superintendent of Schools shall hold and maintain such State licenses and certifications as may be applicable or required.

4. Evaluation of the Superintendent of Schools

The Board will review, evaluate and rate the Superintendent's performance twice each year during the term of this contract, January and July. The Superintendent must receive an Effective or Highly Effective rating for each evaluation period to qualify for the Performance Incentive Pay outlined in 5-B

5. Salary and Benefits

A. *Salary.* The Superintendent of Schools shall be paid a starting base salary of one-hundred and seventy thousand (\$170,000.00) for the contract term of July 1, 2019 through June 30, 2020. The School Board will consider adjusting the salary in January of each calendar year. The salary adjustment will be retroactive to July 1 of the previous year as is the practice with the SCM Administrative team. The Superintendent of Schools shall be paid in twenty-six (26) equal bi-weekly payments on a schedule fixed for all employees of the School Corporation.

B. *Performance Incentive Pay.* The Superintendent of Schools shall qualify to receive Performance Incentive Pay if he receives an overall evaluation rating of Effective or Highly Effective for each of the two evaluation periods. The Performance Incentive Pay will be based on the following weighted factors: (A) Evaluation (Indiana School Boards Association Tool or some other mutually agreeable evaluation tool) – 45%; (B) Board Goals, Metrics, and/or Vision Initiatives mutually agreed upon by the Board and the Superintendent of Schools - 45%; (C) School Corporation Grade (Indiana Department of Education Metric) – A=Highly Effective, B=Effective, C=Improvement Necessary, D=Improvement Necessary, F=Ineffective – 10%. The Superintendent of Schools shall qualify to receive ten thousand dollars (\$10,000.00) of Performance Incentive Pay if he received an overall ranking of Effective or Highly Effective in the Evaluation Segment; Effective or Highly Effective in the Board Goals, Metrics, Vision Initiatives, and the IDOE School Corporation grade segment achieves at least Needs Improvement (C) Effective, (B) and/or Highly Effective, (A) Status in the IDOE School Corporation Grade segment.

C. *403(b).* The Superintendent of Schools may elect to defer income and to participate in the School Corporation approved list of plans qualifying under Section 403(b) of the Internal Revenue code.

D. *Transfer of Sick Leave Days.* The Superintendent of Schools shall be entitled to immediate transfer of all accumulated sick leave days that the Superintendent is currently entitled to from previous employment.

E. Insurance Coverage, Contributions & Reimbursements

i. Health Insurance. The Board shall make corporation approved health insurance available to the Superintendent of Schools and pay the full family premium.

- ii. Dental Insurance. The Board shall make Dental Insurance available to the Superintendent of Schools and pay the full family premium.
 - iii. Vision Insurance. The Board shall make Vision Insurance available to the Superintendent of Schools and pay the full family premium.
- F. *Term Life Insurance*. The Board provides to the Superintendent of Schools as the owner, and as the insured, a Term Life Insurance policy with a face value equal to \$200,000. The Superintendent of Schools shall elect the beneficiary of such policy
- G. *Short and Long-Term Disability*. Disability compensation shall be paid to the Superintendent of Schools in the event he is unable to perform his normal employment responsibilities because of a medical disability. The amount shall be paid based on the Superintendent of Schools' per diem annual salary rate and shall continue until Long-Term Disability coverage is available or for ninety (90) days, whichever comes first.
- H. *401(a) Contribution*. The Board shall make an 8% contribution during the term of this contract based on the employee's base and/or prorated salary, whichever is lower. To qualify for the SCM contribution the employee must contribute 4% of his salary to a Corporation approved 403(b) plan. The employee will select participation from the school corporation approved list of plans qualifying under the 403(b) or the Internal Revenue Code.
- I. *Vacation Days*. The Superintendent of Schools shall receive twenty-five (25) days annually of paid vacation during the term of this contract.
- J. *Personal Time Off (PTO)*. The Superintendent of Schools will receive twelve (12) days annually of PTO leave (formally Sick and Personal days) during the term of this contract.
- K. *Bereavement Absence*. The Superintendent of Schools will receive Bereavement Leave based on the benefit provided to other School Corporation 12-month Administrators.
- L. *Holiday Time*. The Superintendent of Schools will receive Holiday Time based on the benefit provided to other School Corporation 12-month Administrators.
- M. *Automobile Allowance*. The Board shall provide the Superintendent of Schools with monthly automobile allowance in the amount of six-hundred dollars (\$600.00). The Board will pay the Superintendent of Schools this monthly allowance in lieu of in-district or out-of-district mileage reimbursement.
- N. *Meal and Meeting Expenses*. The Superintendent of Schools will be reimbursed by the Board for all reasonable expenses 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 Corporation; and other miscellaneous expenses. All such payments shall be made monthly or as periodically filed on approved State Board of Accounts forms.

- O. Technology.* A laptop computer and iPad for his school corporation use will be provided. An allowance up to one-hundred fifty dollars (\$150.00) per month is provided for cell phone and internet service in carrying out his duties as outlined in this contract Addendum.
- P. Dues/Membership Fees for Professional and Service Organizations.* The Board agrees to pay for or reimburse the Superintendent of Schools for the cost of four (4) memberships in any state or national professional association selected by the Superintendent during the term of this contract. The Superintendent is also encouraged to execute memberships on behalf of the School Corporation to the Mishawaka Business Association (MBA) and the St. Joseph County Chamber of Commerce.
- Q. State and National Conference Participation.* The Board agrees to pay all reasonable expenses to the Superintendent of Schools 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.

6. Professional Liability

- A.* To the extent permitted by Indiana law, the School Corporation agrees that it shall defend, hold harmless and indemnify the Superintendent of Schools from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent of Schools in his individual capacity and or in his official capacity as agent and employee of the School Corporation, provided the incident arose while the Superintendent of Schools was acting within the scope of his employment and excluding criminal litigation that leads to a conviction.
- B.* This indemnification comes from the School Corporation only and no individual board member is to be considered personally liable for indemnifying the Superintendent of Schools against such demands, claims, suits, actions and legal proceedings. The School Corporation will provide liability insurance to support this duty of indemnification.
- C.* In light of the unique nature of the professional duties of the Superintendent of Schools the School Corporation shall, at its expense, provide to the Superintendent of Schools, a complete medical examination annually during the term of this contract. The School Corporation shall be advised in writing by the physician with a general statement of the continued physical fitness of the Superintendent of Schools to perform his duties and such information shall be confidential.

7. Contract Termination

This contract may be terminated by any of the following methods:

- A.* Mutual agreement of the parties;
- B.* Voluntary resignation of the Superintendent of Schools with a ninety (90) day notice;

- C. If as a result of incapacity due to physical or mental illness or injury, Superintendent of Schools shall have been unable to perform the material duties of his position on a full-time basis for a period of three (3) consecutive months, or for a total of three (3) months in any six (6) month period, then thirty (30) days after written notice to the Superintendent of Schools (which notice may be given before or after the end of the aforementioned periods, but which shall not be effective earlier than the last day of the applicable period), the Corporation may terminate Superintendent of Schools' employment hereunder if Superintendent of Schools is unable to resume his full-time duties at the conclusion of the notice period. If Superintendent of Schools' employment is terminated as a result of Superintendent of Schools' disability, the Corporation shall continue to pay Superintendent of Schools his base salary for three (3) months as long as it does not extend beyond the end of the contract period. Such payments shall be made in accordance with the Corporation's regular payroll cycle.
- D. The death of the Superintendent of Schools.
- E. The Board shall be entitled to terminate the Superintendent of Schools' employment at any time during the term of this contract when it determines that the Superintendent of Schools has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, or if the Superintendent of Schools materially breaches the terms and conditions of this contract.
- F. Expiration of the term of this contract in accordance with its provisions.

8. Entire Contract of Parties

This contract contains all the agreed terms of employment of the Superintendent of Schools 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. Modifications to this Contract shall be approved by both parties in the same manner that this contract was approved.

9. 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, and Indiana Code 20-28-6-2 pertaining to teacher contracts generally.

10. Indiana Law

This agreement shall be construed and interpreted according to the substantive laws of the State of Indiana.

11. Notice

Any notices required hereunder shall be deemed to have been given following mailing of such written notice by certified mail with return receipt requested or by placing such notice with a licensed courier having delivery tracking capabilities, or on the day of actual delivery and written receipt whichever is earlier, and directed to the parties at the address listed below:

To Corporation: School City of Mishawaka
Attn: Richard Currey, President
Board of School Trustees
1402 S. Main St.
Mishawaka, Indiana 46544

With a copy to: Michael A. Trippel
THORNE GRODNIK, LLP
P.O. Box 1210
420 Lincolnway West
Mishawaka, Indiana 46546-1210

To "Superintendent of Schools": Wayne Barker
1165 Fawncrest Court
Bluffton, IN 46714

IN WITNESS WHEREOF, School City of Mishawaka has caused this Contract to be executed by Richard Currey, President of the Board of School Trustees, and attested by Holly Parks, the Secretary of said Board, in duplicate, and the Superintendent of Schools has executed the same in duplicate, all on the date below.

SUPERINTENDENT OF SCHOOLS

Signature on file

Wayne Barker
Superintendent of Schools
Date: 4/24/2019

BOARD OF SCHOOL TRUSTEES

Signature on file

Richard Currey
President, Board of School Trustees
Date: 4/24/2019

Signature on file

Holly Parks
Secretary, Board of School Trustees
Date: 4/24/2019